

**OCTOBER 8, 2013
WALWORTH COUNTY BOARD OF SUPERVISORS
MEETING**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 6:00 p.m. in the County Board Room at the Walworth County Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following Supervisors were present: Richard Brandl, Tim Brellenthin, Vice-Chair Jerry A. Grant, Daniel G. Kilkenny, Kenneth H. Monroe, Carl Redenius, Joe Schaefer, Rick Stacey, David A. Weber, and Chair Nancy Russell. Tim Schiefelbein was absent. A quorum was established.

Jerry A. Grant, Walworth County Board Supervisor, District #4, delivered the invocation.

Amendments, Withdrawals, and Approval of Agenda

On motion by Supervisor Schaefer, seconded by Supervisor Stacey, the agenda was approved by voice vote with no withdrawals.

Approval of the Minutes

On motion by Supervisor Brandl, seconded by Supervisor Schaefer, the September 5, 2013 Committee of the Whole and September 5, 2013 County Board Meeting minutes were approved by voice vote.

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

Clayton Kruse of Perfection Auto Body, 700 S. Pine Street, Burlington, addressed the board in regard to the repair of police cars. He stated it is good business to allow competition.

Appointments/Elections

1. Williams Bay Barrett Memorial Library Board
 - Edgar "Skip" Mosshamer – Three-year term to begin upon County Board confirmation and end on October 8, 2016 (Recommended by the Executive Committee 5-0)
2. Walworth County Housing Authority Board of Commissioners
 - Richard Kuchenbecker – Five-year term to begin upon County Board confirmation and end on June 30, 2018 (Recommended by the Executive Committee 5-0)
3. Southeastern Wisconsin Regional Planning Commission (SEWRPC)
 - Nancy Russell – Six-year term to begin upon County Board confirmation and extend through September 15, 2018 (Recommended by the Executive Committee 4-0)
4. Walworth County Transportation Coordinating Committee
 - Jeni Hallat – Three-year term to begin upon County Board confirmation and end on October 8, 2016 (Recommended by the Executive Committee 5-0)
5. Walworth County Workforce Development Board (WDB)
 - Joe Cardiff
 - Grace Eckland
 - Lisa Furseth
 - Brianna Fox
 - Michael O'Donnell
 - Cindy Simonsen
 - Mike Van Den Bosch
 - Eric Wentz
 - Michelle Blanchard
 - Jason Kelly

- Nancy Russell
 - Toni White
- (Recommended by the Executive Committee 5-0)

6. Public Health Officer

- Janis Ellefsen (Recommended by the Health & Human Services Board 8-0)

On motion by Supervisor Weber, seconded by Supervisor Brandl, the appointments to the Williams Bay Barrett Memorial Library Board, Walworth County Housing Authority Board of Commissioners, Walworth County Transportation Coordinating Committee, and Public Health Officer were approved by voice vote.

On motion by Supervisor Weber, seconded by Supervisor Brandl, the appointment of Nancy Russell to the Southeastern Wisconsin Regional Planning Commission was approved by voice vote. Chair Russell abstained.

On motion by Supervisor Stacey, seconded by Vice-Chair Grant, the appointments to the Walworth County Workforce Development Board were approved by voice vote. Chair Russell abstained.

Communications and Matters to Be Referred

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

1. Claims Received After Agenda Mailing
2. Claims: None.
3. Communication received from the Town of Lafayette in regard to reviewing descriptions and issues for A-5 zoning (To be referred to the County Zoning Agency)
4. Communication received from Tamara Brodnicki, Executive Director of Downtown Whitewater, Inc., requesting to be placed on the October 14, 2013 Executive Committee Agenda to present information regarding the Main Street program (To be referred to the Executive Committee)
5. Correspondence from the Wisconsin Historical Society in regard to the Downtown Darien Historic District being entered in the National Register of Historic Places and the State Register of Historic Places (To be placed on file)
6. Communications received from the Town and Village of Bloomfield and the Town of LaGrange in regard to settlement of special assessments and charges (To be placed on file)
7. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
 - There were none.
8. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
 - Ord. No. 804-10/13 – Creating Section 30-315 of the Walworth County Code of Ordinances Relating to Grant Report Requirements – Vote Required: Majority (Recommended by the Finance Committee 5-0)
 - Ord. No. 808-10/13 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to a Reorganization in Public Works and Administration – Vote Required: Two-thirds (Recommended by the Human Resources Committee 5-0)
 - Ord. No. 809-10/13 – Amending Chapter 15 of the Walworth County Code of Ordinances Relating to the Position of Human Resources Director – Vote Required: Majority (Recommended by the Human Resources Committee 5-0)
 - Res. No. 50-10/13 – Committing to Settle Special Assessments with Local Taxation Units in 2014 – Vote Required: Two-thirds (Recommended by the Finance Committee 4-1)

- Res. No. 51-10/13 – Accepting the Wisconsin Knowles-Nelson Stewardship Program Grants for the White River Park Acquisition and Development – Vote Required: Majority (Recommended by the Park Committee 5-0)
 - Correspondence from Supervisor Dan Kilkenny in regard to the Darien Town Plan Commission’s recommendation for the county to amend its ordinance (Sec 74-44) in order to allow chickens in residential districts and in areas zoned Agricultural and Conservation with minimal restrictions – To be referred to the County Zoning Agency
 - Wisconsin Department of Administration Final Estimate of January 1, 2013 Population for Walworth County – To be referred to the Executive Committee
 - Notice of Claim – John McDaniels – To be referred to the Executive Committee
 - Notice of Receiver’s Motion, Motion, and proposed Order – Re: Cases: B. R. Amon & Sons, Inc. – 13CV00363, Amon & Sons, Inc. – 13CV00365, Amon Land Company, LLC – 13CV00364, Lake Mills Blacktop, Inc. – 13CV00366 – To be referred to the Executive Committee
 - *Walworth County Aging & Disability Resource Center News*, October 2013
9. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)
- Mevin Helms & Constance Glatz-Helms, LaGrange Township. Rezone approx. 10.27 acres of A-2 Agricultural District to A-5 Agricultural-Rural Residential District
 - Walter F. (Rick) & Lynn C. Lottig, Linn Township. Rezone approx. 4.35 acres of A-1 Prime Agricultural District to A-5 Agricultural-Rural Residential District
 - Reek Elementary School, Ryan Southwick, Treasurer of School Board – Applicant, Linn Township. Rezone approx. 8.21 acres of C-2 Upland Resource Conservation District to P-1 Park District
 - Justin & Jodi Ehrhardt, Sugar Creek Township. Amend the 2035 Land Use Plan Map (approximately 16.05 acres) from (AP) Prime Agricultural Land to 14.73 acres (AG1) Other Agricultural, Rural Residential and 1.32 acres (INRA) Isolated Natural Resource Area land use categories
 - Walworth County Zoning Agency (CZA). Amend Section 74-59/74-186, Section 74.63/74-190, Section 74-74/74-203 and Section 74-131/74-263 of the County Zoning and Shoreland Zoning Ordinances

Unfinished Business

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. Zoning Ordinance for Town of Bloomfield. Town of Bloomfield proposed Ordinance change concerning rezone of portion of MB2600002, Town of Bloomfield, per petition filed with the Town of Bloomfield by Daniel and Alexander Gifford (Recommended by the County Zoning Agency 7-0) (September 19, 2013 County Zoning Agency Public Hearing)
2. Citizens Bank of Mukwonago – Douglas R. Bruins/President, Section 1, Lafayette Township. Rezone 3.07 acres of B-5 to A-5 – Approved: 7-0 (September 19, 2013 County Zoning Agency Public Hearing)

On motion by Supervisor Stacey, seconded by Supervisor Brandl, the County Zoning Agency Report of Proposed Zoning Amendments, Items 1 and 2, was approved as recommended by the County Zoning Agency.

Executive Committee

1. Ord. No. 800-10/13 – Amending Section 2-454 of the Walworth County Code of Ordinances Relating to Record Retention – *Vote Required: Two-thirds* (Recommended by the Executive Committee 4-0)
2. Ord. No. 801-10/13 – Amending Section 2-235 of the Walworth County Code of Ordinances Relating to Transportation Coordinating Committee Appointment Terms – *Vote Required: Two-thirds* (Recommended by the Executive Committee 4-0 and the Health & Human Services Board 8-0)
3. Res. No. 47-10/13 – Recognizing Virginia Hall for Her Contribution to the History of Walworth County Departments Volume II – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

Supervisor Brandl offered a motion, seconded by Supervisor Weber, to approve Ordinance No. 800-10/13. On motion by Supervisor Stacey, seconded by Vice-Chair Grant, **Ordinance No. 800-10/13** was approved by unanimous consent.

Vice-Chair Grant offered a motion, seconded by Supervisor Weber, to approve Ordinance No. 801-10/13. On motion by Supervisor Stacey, seconded by Vice-Chair Grant, **Ordinance No. 801-10/13** was approved by unanimous consent.

On motion by Supervisor Weber, seconded by Supervisor Stacey, Resolution No. 47-10/13 was tabled until the November 12, 2013 County Board meeting.

Finance Committee

1. Ord. No. 802-10/13 – Amending Section 62-104 and Creating Sections 62-105 and 62-106 of the Walworth County Code of Ordinances Relating to Tax Incremental Financing Districts – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
2. Ord. No. 803-10/13 – Amending Sections 30-457 Through 30-464 of the Walworth County Code of Ordinances Relating to Volunteer Meal and Mileage Expense Reimbursement – *Vote Required: Majority* (Recommended by the Health & Human Services Board 8-0 and by the Finance Committee 5-0)
3. Ord. No. 804-10/13 – Creating Section 30-315 of the Walworth County Code of Ordinances Relating to Grant Report Requirements – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
4. Ord. No. 805-10/13 – Creating Section 30-157 of the Walworth County Code of Ordinances Relating to Purchase and Use of Gift Cards – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
5. Res. No. 50-10/13 – Committing to Settle Special Assessments with Local Taxation Units in 2014 – *Vote Required: Two-thirds* (Recommended by the Finance Committee 4-1)

On motion by Supervisor Stacey, seconded by Supervisor Weber, Item 1, **Ordinance No. 802-10/13**; Item 2, **Ordinance No. 803-10/13**; Item 3, **Ordinance No. 804-10/13**; and Item 4, **Ordinance No. 805-10/13**; were approved by voice vote.

Supervisor Schaefer offered a motion, seconded by Vice-Chair Grant, to approve Item 5, Resolution No. 50-10/13. Supervisor Kilkenny stated that in reviewing the Finance Committee minutes, he thought there was some confusion by the local clerks. He said the county settles delinquent taxes and special assessments with the municipalities in August if they haven't been paid. He stated that he thought that the local clerks were under the impression that the county would no longer have the special assessments on the property tax bill. He said that the special assessments will still appear on property tax bills. He stated the bigger concern is inappropriate use of special assessments by some municipalities. Supervisor Kilkenny offered a motion, seconded by Supervisor Stacey, to refer Resolution No. 50-10/13 back to the

Finance Committee for further review and clarification from the Treasurer and legal analysis from Administrator Bretl. Vice-Chair Grant stated he would not support the motion to refer this resolution back to the Finance Committee as this has been discussed quite a bit. He also stated that under current law, the county cannot pick and choose which special assessments it will settle with the municipalities. He said that he believed if all of the municipalities joined forces, then maybe something can be done to change the law to allow the county the ability to pick and choose which special assessments it settles. He stated with this resolution, the county would still settle special assessments in 2014, but would stop in 2015. He said this gives ample notice to the municipalities. Supervisor Kilkenny stated the only issue here is if there are delinquent special assessments and people do not pay their property taxes, the county, in essence, currently lends that money to the municipalities until such time as the county forecloses. He said he is not convinced that it is a real problem or a real high number. He said the special assessments will still appear on property tax bills and if the taxes are paid, the municipality would receive the money for the special assessments.

Administrator Bretl stated there was a fair amount of confusion on this topic and he thought that some were under the impression that the special assessments would not appear on the property tax bill and they would be strictly on their own to collect them. He also stated those that understood the proposed changes have expressed their preference for the county to continue in its current role with settling special assessments. He said the concern is the special assessments that are used to secure developer agreements. He said, for example, a developer is required under an agreement to create a certain amount of equalized value in an area and if the developer falls short of that, it becomes a special assessment on the property. He stated these are the ones that cause the most concern for the Finance Committee. Supervisor Kilkenny asked if the county would continue to settle the special assessments if this resolution was not adopted. Bretl stated the county would still settle the special assessments as they have in the past under the authority of Resolution No. 94-12/86, and the county retains the ability to rescind.

A roll call vote was taken on Supervisor Kilkenny's motion of referring Resolution No. 50-10/13 back to the Finance Committee. Total votes: 10; Ayes: 2 – Kilkenny and Stacey; Noes: 8 – Brandl, Brellenthin, Grant, Monroe, Redenius, Schaefer, Weber, and Russell; Absent: 1 – Schiefelbein. Motion failed.

A roll call vote was conducted on Resolution No. 50-10/13. Total votes: 10; Ayes: 7 – Brandl, Brellenthin, Grant, Redenius, Schaefer, Weber, and Russell; Noes: 3 – Kilkenny, Monroe, and Stacey; Absent: 1 – Schiefelbein. Resolution No. 50-10/13 failed as the resolution required a two-thirds vote for passage.

Human Resources Committee

1. Ord. No. 807-10/13 – Amending Section 15-808 of the Walworth County Code of Ordinances Relating to Personal Liability – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
2. Ord. No. 808-10/13 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to a Reorganization in Public Works and Administration – *Vote Required: Two-thirds* (Recommended by the Human Resources Committee 5-0)
3. Ord. No. 809-10/13 – Amending Chapter 15 of the Walworth County Code of Ordinances Relating to the Position of Human Resources Director – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
4. Res. No. 49-10/13 – Approving an Affirmative Action Plan for Walworth County for Plan Year July 1, 2013 to June 30, 2015 – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)

On motion by Supervisor Weber, seconded by Supervisor Brandl, Item 1, **Ordinance No. 807-10/13**, was approved by voice vote.

Supervisor Stacey offered a motion, seconded by Vice-Chair Grant, to approve Item 2, Ordinance No. 808-10/13. On motion by Vice-Chair Grant, seconded by Supervisor Brandl, **Ordinance No. 808-10/13** was approved by unanimous consent.

On motion by Supervisor Brandl, seconded by Supervisor Stacey, Item 3, **Ordinance No. 809-10/13**, and Item 4, **Resolution No. 49-10/13**, were approved by voice vote.

Park Committee

1. Ord. No. 810-10/13 – Amending Section 42-1 of the Walworth County Code of Ordinances Relating to Hunting, Trapping and Fishing in County Parks – *Vote Required: Majority* (Recommended by the Park Committee 5-0)
2. Res. No. 51-10/13 – Accepting the Wisconsin Knowles-Nelson Stewardship Program Grants for the White River Park Acquisition and Development – *Vote Required: Majority* (Recommended by the Park Committee 5-0)
3. Res. No. 52-10/13 – Authorizing the County Board Chair to Sign a Letter of Support for a Multi-Use Trail in Connection with American Transmission Company’s Spring Valley-North Lake Geneva Project – *Vote Required: Majority* (Recommended by the Park Committee 5-0)

Supervisor Kilkenny offered a motion, seconded by Vice-Chair Grant, to approve Item 1, Ordinance No. 810-10/13. Bretl stated the county needs to permit five activities in a park that would be acquired through stewardship grants. Those five activities are cross country skiing, hiking, hunting, fishing, and trapping. He said the county needs to change its ordinance as hunting, fishing, and trapping are currently not allowed in the two parks that the county owns. He referred to items “(d)” and “(e)” of the proposed ordinance, which states that hunting, fishing and trapping will be allowed in the White River Park. He said the Park Committee came up with criteria, which includes state laws and regulations must be observed at all times; hunting would only be permitted in areas posted by the Director of Central Services and would be no closer than 300 feet from a building used for human occupancy; target shooting is not permitted; and personal property, such as tree stands, are not permitted to remain unattended. He stated this ordinance has been forwarded to the Wisconsin Department of Natural Resources (DNR) to ensure it meets their requirements in order to obtain the stewardship grant. He said the park hours as stated in (d)(6) of the proposed ordinance need to be discussed, which may cause the Board to hold and obtain additional clarification from the DNR. He stated that according to the counsel for the DNR, as a condition of the stewardship grant, the county cannot place more restrictive hours on hunting. He also stated that per the DNR, park hours do not apply to persons who are lawfully engaged in hunting and trapping. He said if this is the final position of the DNR, someone could be hunting in the park in the middle of the night hunting raccoons and the county would have to allow it. He also said the county would have to waive the park hours for game animals that can be hunted 24 hours/day 7 days/week. He stated this may be a concern to the area property owners.

Supervisor Kilkenny stated there was a presentation at the Park Committee meeting from an individual from Waukesha County and Waukesha County’s ordinance mirrors the ordinance being proposed. He said that Waukesha County has not had any issues in their parks that allow hunting. He stated he thought that they should move this along and presume they will not have any issues. Chair Russell relinquished the chair to Vice-Chair Grant in order to address the board. Chair Russell stated that at the Park Committee meeting, she suggested park hours to be one hour before sunrise to one hour after sunset. She said that in her opinion, they have made a commitment to the people who surround the park that there would be no activity in the park at night. She said knowing that Waukesha County has not had any issues

does not ensure that Walworth County will not have a problem. She stated she is very concerned about this and encouraged the Board to refer this ordinance back to the Park Committee. Chair Russell resumed the chair. Supervisor Kilkenny offered a motion, seconded by Supervisor Stacey, to refer Ordinance No. 810-10/13 back to the Park Committee.

Supervisor Stacey suggested notifying neighbors that this will be discussed at the next Park Committee meeting. Vice-Chair Grant asked if the current owner allows hunting on the property. Kevin Brunner, Director of Central Services, stated the current owner has allowed hunting on the property for many years. Vice-Chair Grant stated that since the current owner has allowed hunting on the property, it should be no change to the neighbors; therefore, there is no reason to send this back to the committee. Supervisor Stacey stated the current owner probably selects a few people that he allows to hunt and fish. He said with the park being public, anyone would be able to hunt there. He stated the Board owes due diligence to notify the direct neighbors and to get their opinions.

Supervisor Schaefer asked what the traffic pattern for the park will be and if there will be signage going to the park. Brunner stated that access to the park would be off of Sheridan Springs Road and they are looking to develop two small parking lots. He said he thought the majority of the traffic would be off Highway 36 to Short Road then over to the park. Supervisor Redenius asked if sending this back to the Park Committee will change the DNR's mind about allowing hunting 24 hours/day 7 days/week. He also asked that if the neighbors do not want hunting allowed at night if the county would not accept the grant nor purchase the property. Supervisor Kilkenny stated the Park Committee can discuss this further to get clarification. He said he didn't think this would be a popular hunting ground. Brunner stated the Board can still limit the hours of the park but the signage would say hunting and trapping in accordance with Wisconsin Department of Natural Resources regulations. He said that to his knowledge, only coyotes and raccoons can be hunted at night.

A roll call vote was taken on Supervisor Kilkenny's motion of referring Ordinance No. 810-10/13 back to the Park Committee. Total votes: 10; Ayes: 8 – Brandl, Brellenthin, Kilkenny, Monroe, Schaefer, Stacey, Weber, and Russell; Noes: 2 – Grant and Redenius; Absent: 1 – Schiefelbein. Motion carried.

Michael Cotter, Land Use and Resource Management Director, stated the county's GIS program can be used to obtain mailing labels for adjacent property owners or any given radius around the park. Bretl stated they can send notices to the adjoining neighbors and the town clerk. Supervisor Stacey suggested sending the letters certified mail to obtain confirmation that the letters are received.

On motion by Supervisor Stacey, seconded by Supervisor Weber, Resolution No. 51-10/13 was tabled until the November 12, 2013 County Board meeting. Motion carried.

On motion by Supervisor Weber, seconded by Vice-Chair Grant, Item 3, **Resolution No. 52-10/13**, was approved by voice vote.

Public Works Committee

1. Ord. No. 806-10/13 – Amending Section 17-35 of the Walworth County Code of Ordinances Relating to Sole Source Procurements – *Vote Required: Majority* (Recommended by the Public Works Committee 4-0)
2. Res. No. 48-10/13 – Adopting the Revised Parking Lot Map for the Sheriff's Office Created by Section 66-156(2) of the Walworth County Code of Ordinances – *Vote Required: Majority* (Recommended by the Public Works Committee 4-0)

Supervisor Stacey offered a motion, seconded by Supervisor Weber, to discuss Item 1, Ordinance No. 806-10/13. Supervisor Stacey stated that after hearing the public comment, he would like to send this ordinance back to the Public Works Committee for further review. On motion by Supervisor Stacey, seconded by Supervisor Kilkenny, Ordinance No. 806-10/13 was referred back to the Public Works Committee. Motion carried.

On motion by Supervisor Stacey, seconded by Supervisor Monroe, **Resolution No. 48-10/13** was approved by voice vote.

Report of Special Committees

There was none.

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

There was none.

Chairperson’s Report

Chair Russell reminded Supervisors of the Public Budget Hearing scheduled for Tuesday, October 29, 2013 at 6:00 p.m. Bretl stated the Finance Department distributed copies of the Preliminary Budget books to Supervisors. He reminded Supervisors that any budget amendments are due to Finance by November 5, 2013.

Adjournment

On motion by Supervisor Stacey, seconded by Supervisor Brandl, the meeting was adjourned at 7:06 p.m.

STATE OF WISCONSIN)
) SS
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the October 8, 2013 meeting.

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

**WALWORTH COUNTY BOARD OF SUPERVISORS
PUBLIC BUDGET HEARING
OCTOBER 29, 2013**

The meeting was called to order at 6:00 p.m. by Chair Russell at the Walworth County Government Center, 100 W. Walworth St., Elkhorn, Wisconsin.

Roll call was conducted and the following Supervisors were present: Richard Brandl, Tim Brellenthin, Vice-Chair Jerry A. Grant, Kenneth H. Monroe, Carl Redenius, Joe Schaefer, Rick Stacey, David A. Weber, and Chair Nancy Russell. Daniel G. Kilkenny and Tim Schiefelbein were absent. A quorum was established.

Approval of the Agenda

On motion by Supervisor Brandl, seconded by Supervisor Weber, the agenda was approved by voice vote.

Motion to Convene as “Committee of the Whole”

On motion by Vice-Chair Grant, seconded by Supervisor Weber, the Board convened as a “Committee of the Whole.” No “No” votes were heard.

Supervisor Kilkenny arrived at 6:04 p.m.

Finance Committee Chair to Conduct Public Budget Hearing

Chair Russell turned the meeting over to Administrator Bretl.

Presentation of the Executive Summary:

Administrator Bretl said the purpose of tonight’s hearing is for supervisors to listen to public input in order to formulate budget amendments before voting on the budget on November 12, 2013. He introduced Nicki Andersen, Deputy County Administrator – Finance. Ms. Andersen acknowledged Jessica Conley, Stacie Johnson, and department heads as well as Administrator Bretl and the County Board for their work on the budget. She introduced Jessica Conley, Comptroller.

Ms. Conley gave an overview of the 2014 Preliminary Budget. She noted the county achieves a budget with no increase from last year’s total tax levy, which has been made possible through conservative budget practices. The county portion of the tax bill is approximately 23% of the total tax bill, and depending on the municipality in which you reside, this portion can be as low as 8% or as high as 31%. She showed a comparison of the 2013 and 2014 tax levies, which demonstrated that the 2014 tax levy is \$80,519 less than the 2013 levy. She stated this is the third consecutive year the county has held the line on its total tax levy. She also stated there is a 47% increase in the debt service levy. Last year, a substantial portion of debt funding came from reserves and was not funded by the levy. The county has tried to make debt payments early when funds are available. The 2014 budget includes an extra \$570,000 to be used to call debt and pay ahead of the payment schedule, which will save the county future interest payments.

The Children with Disabilities Education Board (CDEB) levy is a separate tax levy line as some school districts are exempt from this tax. The school district transition plan began in 2006 and is nearing the end

of its 10-year agreement. This levy has slowly decreased as staff located in the outlying school districts have transitioned to the district's responsibility. Ms. Conley stated there are 14.5 positions remaining to be transitioned as of the beginning of the 2013-2014 school year. For 2014, there is a 10% decrease, or \$830,000 of levy savings. She said the county can expect an additional decrease in the CDEB levy to occur at the time the school's building debt service payments are eliminated.

By the end of 2014, \$22 million will be in a trust for the Other Post Employment Benefits (OPEB) liability, which is 83% of the projected future benefits that the actuary has determined the county will need to pay out. Ms. Conley noted this is ahead of the 30-year funding schedule. The 2014 Preliminary Budget has no contribution included for this trust. She stated that wages and benefits decreased almost \$1 million from 2013 to 2014 even after the county added 14.67 FTEs. She also stated that the total cost of benefits is \$3.1 million less than five years ago due to the reduction in the county's required contribution to the Wisconsin Retirement System (WRS) and plan changes to employee health insurance.

Ms. Conley stated Walworth County is seeing its fourth straight year of decrease in equalized value. Walworth County's equalized value, with tax incremental financing districts, equates to \$13.1 billion, which is a staggering loss of \$2.4 billion of property values compared to five years ago. She said this 16% decline in property values represents the third largest decrease in the State of Wisconsin. She stated the county's total average mill rate for 2012 was \$4.56, whereas, in 2013, it is \$4.71, which is an increase of \$0.15 per \$1,000 of equalized value. She stated with the total levy amount remaining the same from last year, the increase in mill rate is due almost entirely to the decrease in real estate values. She said Walworth County ranked 53rd out of 72 counties for the 2012 mill rate.

Ms. Conley gave an overview of the county's 2014 Preliminary Revenues, which shows that the tax levy funds 44% of the county's expenditure budget. The 2014 total expenditure budget is \$138 million, which is \$22 million less than the budget of 2008. She also gave an overview of the county's SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis, which is a strategic planning tool used to help identify factors that affect the county and can be used as a guide when making budgetary and operating decisions. She said the county recognizes the growing need for transportation as a weakness. She stated another identified weakness is the growing reliance on technology and third party vendor software. She said that two new staff are being added in 2014 to assist departments who rely heavily on third party software. She also said succession plans are being put into place in several departments. The Public Works department has addressed this in 2013 with the addition of the County Engineer position and the Information Technology (IT) department staffing plan will be addressed in 2014. The 2014 budget includes a .5 FTE for a Veterans Service Specialist and an additional Agriculture Agent for the UW-Extension office.

Ms. Conley stated the county has established a building and equipment maintenance committed account to save for future related projects and the County Board will consider a \$5 million increase to this committed account at its November meeting, which would be funded by the general fund. Lakeland Health Care Center (LHCC) and Public Works have similar accounts in place. A space needs study is currently underway at the Health and Human Services building and the 2014 budget includes an additional building needs study for Public Works. She stated it is anticipated that both studies will result in building projects.

Ms. Conley stated the county has laid out a plan for county road maintenance during 2013, which will give guidance to the desired maintenance levels and the 5-year capital road plan. She said that excess funds continue to be saved from road projects and Public Works operations to be used for future road projects. This fund currently has \$3.2 million available and the 2014 budget includes \$650,000 to be added to the road commitment fund. She stated the county has begun to prepare for changes expected at

the state regarding the 2015 routine maintenance agreement requiring the county to perform maintenance responsibilities on state highways. She said the county expects greater commitment of funds by the state, but in return, may be held to a greater level of service and performance requirements. Public Works is also impacted by the increase in the number of state lane miles that are serviced within the county, which has increased by 54 lanes miles over the last ten years. The 2014 budget adds one highway patrol position to assist in meeting these state standards and patrolling these additional miles.

Ms. Conley said the Wisconsin State Budget has placed a state levy limit upon the county, which greatly restricts the county's flexibility to react to unexpected losses. The county's preliminary budget levy is currently below the allowable levy limit by more than \$108,000. She stated carry forward is available for the unused portion of the prior year's allowable limit with a majority vote. She said the county has the ability to raise taxes for 2014 by an additional \$313,727, which, if levied, equates to a 0.4% levy increase. She stated that next year's new allowable levy limit will begin at the adopted level and the county loses the prior year's carry forward.

Since 2002, Walworth County's total FTEs has decreased by 244, or 23%, with the largest decreases due to the school district transition plan and LHCC. During 2013, nine FTEs were added, and the 2014 budget will add an additional five FTEs. Ms. Conley stated the decrease in health insurance benefits has afforded the county the ability to look at areas where departments have been short-staffed. She gave an overview of the FTE changes included in the 2014 budget.

Ms. Conley gave an overview of the 2014 expenditure budget and the tax levy allocation by department. She stated additional capital projects important to the 2014 budget include the addition of a second elevator at the Judicial Center, court security improvements at the Judicial Center, and several plow trucks and a vacuum truck are being added to the Public Works fleet. She said the capital budget also includes a \$1.9 million land acquisition purchase for the purposes of a new county park.

Ms. Conley concluded the presentation by stating the 2014 Preliminary Budget is available for viewing in the County Clerk and Finance offices as well as on the county website (www.co.walworth.wi.us).

Public Comments and Questions

There were none.

Motion to Close Public Hearing

On motion by Supervisor Weber, seconded by Supervisor Brandl, the Public Budget Hearing was closed.

Chairperson's Report

Chair Russell did not have anything to report.

Adjournment

On motion by Supervisor Stacey, seconded by Supervisor Schaefer, the meeting adjourned at 6:43 p.m.

Kimberly S. Bushey
County Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the October 29, 2013 Public Budget Hearing.

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

Nomination for Committee/Board/Commission Appointment

Committee: 911 Governing Board

Nominees: Jean Froggatt, Melody Lentz and Timothy O'Neill

Addresses: See attached applications.

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? All nominees are currently serving on the 911 Board.

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

Was this vacancy advertised? _____

Comment Reappointment of all three 911 Governing Board incumbents will be for an additional two-year term of service, to begin upon County Board appointment and end on May 8, 2015.

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

For incumbents, committee attendance, if known:

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

Name: Jean Froggatt

Date: 09-26-2013

Mailing Address: Lake Geneva Police

Phone: 262 248 4455

626 Geneva St.

Lake Geneva WI 53147

I reside in: the Town of Burlington
 the Village of _____
 the City of _____

Please consider me for appointment to: 911 Governing Board

I am interested in serving as a citizen representative because: _____

Lake Geneva Police Communication Supervisor

Special skills, experience or qualifications I possess related to this appointment are:

911 - Communications Supervisor

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

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

Jean Froggatt 9/26/2013
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

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

Name: MELODY LENTZ

Date: 09-23-13

Mailing Address: N 8905 HWY 89

Phone: 262-903-2311

WHITEWATER, WI 53190

I reside in: the Town of WHITEWATER

the Village of _____

the City of _____

Please consider me for appointment to: 911 GOVERNING BOARD

I am interested in serving as a citizen representative because: _____

Special skills, experience or qualifications I possess related to this appointment are:

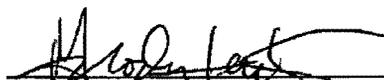
PAST/CURRENT MEMBER OF BOARD, CURRENT PSAP MGR FOR
CITY OF WHITEWATER.

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

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


Signature of Applicant

09-23-13
Date

Feel free to attach any additional documentation to this form.

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

Name: Timothy O'Neill

Date: 9-24-13

Mailing Address: 234 Spring Lane
Delavan, WI

Phone: 262 728-6341

I reside in: the Town of _____
 the Village of _____
 the City of Delavan

Please consider me for appointment to: 911 Governing
board

I am interested in serving as a citizen representative because:
Represent Citizens of the
Community

Special skills, experience or qualifications I possess related to this appointment are:
Chief of Police

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

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

[Signature] 9-24-13
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

Nomination for Committee/Board/Commission Appointment

Committee: Aging and Disability Resource Center Board

Nominee: Janet Kelly

Address: See attached application.

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? Patti Pagel

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

Was this vacancy advertised? _____

Comment Ms. Kelly's term will begin upon County Board appointment and end June 30, 2015.

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

For incumbents, committee attendance, if known:

WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: Janet Kelly

Date: 9-5-13

Mailing Address: N 1546 Hardwood Dr.
Lake Geneva, WI
53147

Phone: 262-248-9033

I reside in: the Town of Linn
 the Village of _____
 the City of _____

Please consider me for appointment to: the ADRC Board.

I am interested in serving as a citizen representative because: I have a daughter who is disabled and works at VIP, Inc. and I had a husband who died from Lewy Body Dementia and am involved in the WCARC and A Day in Time.

Special skills, experience or qualifications I possess related to this appointment are:

I have been involved with the Walworth County ARC for over 20 yrs and I am currently serving on the board of "A Day in Time" in Lake Geneva.

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

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

Janet G. Kelly 9-5-13
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

Nomination for Committee/Board/Commission Appointment

Committee: Local Emergency Planning Committee

Nominees: Please see separate attached list.

Address: _____

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? _____

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

Was this vacancy advertised? _____

Comment Please see separate attached list of incumbents being nominated
for reappointment.

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

For incumbents, committee attendance, if known:

**LOCAL EMERGENCY PLANNING COMMITTEE
APPOINTMENT LIST**

Walworth County
W4054 Hwy NN
PO Box 1004
Elkhorn WI 53121

(2) Name	(3) Representing		(4) Mailing Address	(5) Telephone	(6) LEPC Position
	(a) Group	(b) Organization			
ENNIS, John	II	Em. Mang.	PO Box 1004 Elkhorn WI 53121	(262) 741-4616	Coord. of Inform. Emerg. Coordinator
KENNEDY, Kevin	II	EMS	N2950 Hwy 67 Lake Geneva WI 53147	(262) 245-2195	
KATZENBERG, Michael	II	DNR	2036 Deer Run, Delavan WI. 53115	262-945-3516	
KEDZIE, Sen. Ned	I	State Senate	PO Box 8952 Madison WI 53708-8952	(608) 266-9650	State Elected Official
CIARDO, Michael	II	Law Enforcement	PO Box 117 Whitewater WI 53190	(262) 473-0555	
FLADTEN, David	II	EMS	N5602 Cobblestone Road Elkhorn WI 53121	(262) 741-2083	
OBLIGATO, Jim	IV	A.R.C.	4521 Taylor Avenue Racine WI 53405	(262) 749-4675	
WALSH, Elizabeth	II	Public Health	PO Box 1005 Elkhorn WI 53121	(262) 741-3136	
THOMPSON, David	II	DHHS	PO Box 1005 Elkhorn WI 53121	(262) 741-3232	
KUHNKE, Richard	II	Agri	W8175 Town Line Road Delavan WI 53115	(262) 728-9131	Vice-Chairperson
GRAVES, David	II	Elected	P.O. Box 1004 Elkhorn WI 53121	(262) 741-4410	

Revised 04/29/2013

Walworth County
W4054 Hwy NN
PO Box 1004
Elkhorn WI 53121

LOCAL EMERGENCY PLANNING COMMITTEE
APPOINTMENT LIST

(2) Name	(3) Representing		(4) Mailing Address	(5) Telephone	(6) LEPC Position
	(a) Group	(b) Organization			
RUSSELL, Nancy	I	County Board	P.O. Box 1001 Elkhorn WI 53121	(262) 741-4223	Chairperson
RUOSCH, Mark	II	Fire Chiefs	P.O. Box 524 Sharon WI. 53585	262-736-9525	
BRUNNER, Kevin	II	County Highway	PO Box 1004 Elkhorn WI 53121	(262) 547-5206	Secretary
PLUTCHAK, Daniel	III	Media	626 N. Garefield Street Janesville WI. 53545	608-289-9639	
	V	Industry	6439 W. Grand Videre Dr. Janesville WI. 53548	765-606-4557	
HUDSON, Eric	V	Industry	W8880 County Road X Darien WI 53114	(262) 724-3266	
BRETL, David	II	County Administrator	PO Box 1001 Elkhorn WI 53121	(262) 741-4150	

Revised 08/08/2013

Report of Non-employee Accident or Injury

Return this form to the Walworth County Corporation **2013 OCT 1 - 9 AM 11: 01**
Attach any documents that are relevant to the accident or injury.

Date of incident: 9/18/2013

Non-employee name(s): David McKinney

Location of incident: Hwy D East Troy

Describe what happened. Lawn mower was mowing on the shoulder of Hwy D and sent rock into traffic. A rock hit the windshield of our company van and cracked the windshield

Describe any injury or property damage as specifically as you can. Windshield cracked and had to be replaced

Was first aid given? Yes No

If first aid was given, describe the type of aid that was given and by whom.
N/A

Names, addresses and telephone numbers of persons involved in, or witness to, this incident.

General Beverage Driver
David McKinney: N6677 Laurel Rd Elkhorn 53121
414-507-5030

Questions contact Chris Chumpeau

Name of County employee completing this form: _____

Department: _____

Telephone: _____

Approved AS
Enacted: May 18, 2009
Revised: April 14, 2010

SAFELITE FULFILLMENT, INC
dba: Safelite AutoGlass, Elite Auto Glass,
Auto Glass Specialists, and
Diamond Triumph Glass

CUSTOMER SERVICE CENTER 1-800-835-2257

IF YOU HAVE ANY QUESTIONS REGARDING
PAYMENT OF THIS INVOICE: 1-800-835-2092

INVOICE 05181-165270

PLEASE REMIT PAYMENT TO:
SAFELITE FULFILLMENT, INC
P.O. BOX 633197
CINCINNATI, OH 45263-3197
PLEASE WRITE INVOICE NUMBER ON CHECK

INVOICE: 10/01/13 BD
ORDERED: 10/01/13 INSTALLED: 10/01/13
W.O. # : 044975 REFERRAL#: 000000
INSURED:
GENERAL BEVERAGE SALES
P O BOX 510203
NEW BERLIN WI 53151-0000
PH1:414-328-3308 PH2:

GENERAL BEVERAGE SALES
P O BOX 510203
NEW BERLIN WI 53151

Acct #: 091043

POLICY# :
CLAIM # :
AUTH/VER: CHRIS

PO#/REF : 48
LOSS LOC:
LOSS DATE/CAUSE: 10/01/13

2005 FORD ECONOLINE 3 DOOR VAN							ARR: INSTORE
VIN: 1FTSE34L45HB15080							MILEAGE: 224,065
LICENSE/ST: EJ6992					WI	STOCK #: 48	
QTY	PART #	LIST	SELLING	LABOR	KIT	MATERIAL	EXTENSION
1	DW01504 GBYOEE SOLAR	202.34	168.95	50.00	.00	.00	218.95
1	DISPOSAL FEE DISPOSAL FEE	4.95	.00	7.95	.00	.00	7.95

*Copy of bill
for windshield*

PART TOTAL 168.95
LABOR TOTAL 57.95
SUB-TOTAL 226.90
SALES TAX 0.00

PAY THIS AMOUNT 226.90

TERMS: NET 30

ADDITIONAL INFO/CLAIMANT

100113-091043-091043

SERVICED BY: COUNTY/A
SAFELITE AUTOGLASS # 05181
WEST ALLIS WI 53214-0000
SAFELITE TAX ID #: 36-4523816
00650-091043-165270

GENERAL BEVERAGE SALES
P O BOX 510203
NEW BERLIN WI 53151

20131001 0000000020131001742



General Beverage Sales Co.

Chris Champeau

Delivery Supervisor

Direct: (414) 328-3308

Office: (800) 852-9111

cchampeau@genbev.com

16255 West Stratton Drive • New Berlin, WI 53151 • Fax: (414) 543-4340

RECEIVED
WALWORTH COUNTY CLERK

STATE OF WISCONSIN

CIRCUIT COURT
2013 OCT 21 AM 9:24

WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Assignor.

Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

FILED

Case No.: 13-CV-364

Assignor.

OCT 17 2013

Case Code: 30304

In re:

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLEY

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

NOTICE OF RECEIVER'S MOTIONS FOR APPROVAL OF AUCTIONEER, APPROVAL OF AGREEMENT WITH AUCTIONEER, AND APPROVAL OF AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Motion").

HEARING ON MOTION

A hearing will be held on the Motion on October 31, 2013, at 9:00 a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

If you want to file an Objection to the Motion, you or your attorney must:

- **File a written Objection on or before 5 p.m. October 29, 2013, explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

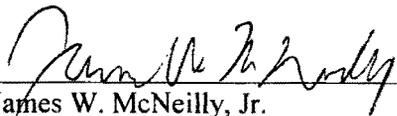
- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

Attorney James W. McNeilly, Jr.
Carlson Dash, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
(262) 857-1619 Fax
JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 17th day of October, 2013.

By: 
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Assignor.

Case Code: 30304

In re:

FILED

AMON LAND COMPANY, LLC,

OCT 17 2013

Case No.: 13-CV-364

Assignor.

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPELY

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

RECEIVER'S MOTIONS FOR APPROVAL OF AUCTIONEER, APPROVAL OF AGREEMENT WITH AUCTIONEER, AND APPROVAL OF AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WITH ALL SECURITY INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Ronald M. Carlson, Esq. (the "Receiver") as WIS. STAT. CHAPTER 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order authorizing the Receiver to enter into an Agreement with Great Lakes Auction Co., Inc.(the "Auctioneer"), to sell aggregate and sand inventory owned by the Debtors, at auction, free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances to attach to the proceeds of sale in the order of their priority, as set forth below (the "Motions"). In support of the Motions, the Receiver alleges as follows.

BACKGROUND

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.
2. The Debtors are the owner of aggregate and sand inventory (the "Property").
3. The Receiver has retained the Auctioneer, to market, auction, and sell the Property at an auction, as more particularly described in the agreement with the Auctioneer attached (the "Auction Sale Agreement").
4. Under the circumstances, the Receiver believes that an auction is the best method by which to maximize the sale price of the Property, because there are several parties interested in purchasing the Property and the Receiver believes an auction will result in the highest net proceeds.
5. That therefore, the Auction is in the best interests of all creditors and parties-in-interest of the Debtors.
6. Hometown Bank ("Hometown") has a properly perfected first priority lien on all of the Property and is owed at least \$7,084,440.50 as of September 12, 2013.
7. The Property will be sold free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances to attach to the proceeds of sale in the same order and priority as they existed prior to the sale.
9. Under the circumstances, the Receiver believes that approval of the Auctioneer, the Auction Sale Agreement, and the auction process are all in the best interest of the Debtors' creditors and recommends approval of the same.
10. Hometown has consented to the sale of the Property pursuant to the terms of the Auction Sale Agreement.
11. The Receiver requests authority to pay the fees and costs of the Auctioneer, as set forth in the Auction Sale Agreement; and
12. The net proceeds of the sale are proposed to be disbursed to Hometown Bank.

WHEREFORE, the Receiver requests that the Court approve:

- A. Great Lakes Auction Co., Inc.as the auctioneer;
- B. The Auction Sale Agreement;
- C. The Auction;
- D. The sale of the Property at the auction free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances attaching to the proceeds of the sale in the same order and priority as they existed prior to the sale;
- E. The payment of the Auctioneers fees and other costs;
- F. The payment of the net proceeds to Hometown Bank; and
- G. For and such other and further relief and the Court deems appropriate under the circumstances.

Dated this 17th day of October, 2013.

By: 
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com



GREAT LAKES
AUCTION CO.
INCORPORATED

9100 N. 107th Street
Milwaukee, WI 53224
Office 414-371-1552
Fax 414-371-1556

October 4, 2013

Mr. Ronald M. Carlson
Principal and Managing Director
Forseti Consulting, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

Re: Online Auction Proposal – Construction Material Auction (Bulk Pile Sale)

Dear Mr. Carlson:

Pursuant to your request, Great Lakes Auction Co., Inc. is pleased to submit the following proposal for the auction sale of the aggregate and sand inventory located at the Potter Road and Bowers Road stone pits in Elkhorn, Wisconsin. Due to the demand for similar inventories on the market, an on-line auction is considered to be the best marketing process to gain proper exposure for the assets available for sale. This process also allows us to individually monitor all items being sold in order to produce the greatest return given the market conditions.

ADVERTISING

Great Lakes will implement a comprehensive marketing program properly advertising the assets in order to attract qualified buyers. Newspaper advertising will include ads to be placed in Western Builder and The Daily Reporter, contractors trade publications, and The Milwaukee Journal/Sentinel. Newspaper advertising is the most costly component of any liquidation; however, it is the most direct and widely viewed source of advertising. Internet advertising will also be incorporated in our advertising package in order to further enhance the visibility of this auction.

Our current, continually updated database contains contact names, addresses, and telephone numbers of buyers specifically interested in the type of assets offered for sale. In addition, Great Lakes will incorporate an effective telemarketing program. Auction personnel will personally contact potential buyers whom we feel will be especially interested in the type of assets being sold. Our extensive network of industry contacts and repeat customers has proven successful in providing positive leads.

SET-UP AND PREPARATION

This sale will be conducted and represented to potential buyers that they are responsible for material removal. We will supply potential buyer with estimates on weights and descriptions of the assets being sold. Each pile of material will be offered as a bulk lot putting the emphasis on the buyers to determine the lots weight and the cost associated with the removal from the auction site with in the specified time period.

INSURANCE AND LIABILITY

To safeguard clients from liabilities associated with conducting the sale, Great Lakes requires that buyers sign and acknowledge our disclaimer. In short, our disclaimer states that all assets are being sold "as is, where is," with no warranties or representation as to the condition or operability of the assets. Further, site attendees are responsible for their own personal safety while on the premises, before, during, and after the sale. Immediately upon acceptance of a successful bid, it becomes the buyer's responsibility to insure the asset against fire, damage, theft, etc.

COMMISSION CONTRACT

We propose our fee for conducting this auction will be a TEN percent (10%) buyers paid commission, plus direct expenses incurred as a result of the sale. Said expenses will include all advertising, sale administration, and labor associated with the sale of the inventory. We estimate said expenses to be \$8,000.00-\$12,000.00.

PAYMENT AND RECORDKEEPING

Great Lakes Auction Co., Inc. requires no expense retainer as all expenses incurred are deducted from the gross proceeds prior to remitting funds to the client. The net proceeds will be remitted in full within 14 business days following the final day of the liquidation, assuming we are not served any third-party levies. It has been our practice to remit funds via a business check; however, wire transfer is also available. In addition, Great Lakes will submit a detailed breakdown of all reimbursed expenses, along with a sales list of all loads being purchased. Copies of all records, invoices and receipts will remain on file in our office, and you are welcome to inspect these documents at any time. All applicable sales taxes will be collected at the time of purchase and remitted to the State of Wisconsin in accordance with the terms of our seller's permit.

This proposal is based upon the assumption that any and all assets committed for sale must remain available for sale due to the fact that our reputation with buyers demands that we accurately represent the composition of the sale to our customers. In addition, it has been represented to Great Lakes Auction Co., Inc. by the undersigned that all assets will be offered for sale free of all liens and encumbrances. Any legal fees incurred as a result of obtaining clear title or lien releases are exclusive of the estimated expenses quoted above and will be incurred by the client.

Online Auction Proposal – Construction Material Inventory

October 4, 2013

If this proposal is acceptable to you, please sign and date the original and return it to Great Lakes in the enclosed envelope. You may retain the copy for your files. Should you have any questions regarding this proposal, please do not hesitate to call. We look forward to working with you on this project.

Very truly yours,

GREAT LAKES AUCTION CO., INC.


Joel J. Cielak
President

JJC:clc
Enclosures

ACCEPTED BY:

Ronald M. Carlson, Receiver
Forseti Consulting, LLC

Date

In re:

B. R. AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-363

Case Code: 30304

In re:

AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-365

Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Assignor.

Case No.: 13-CV-364

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Assignor.

Case No.: 13-CV-366

Case Code: 30304

**ORDER APPROVING AUCTIONEER, APPROVING AGREEMENT WITH AUCTIONEER,
APPROVING AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND
CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WITH ALL SECURITY
INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS ATTACHING TO THE
PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE
PROCEEDS**

Ronald M. Carlson, Esq. (the "Receiver") as WIS. STAT. CHAPTER 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), having filed with this Court the Receiver's Motions For Approval Of Auctioneer, Approval Of Agreement With Auctioneer, And Approval Of Auction To Sell Aggregate and Sand Inventory Free And Clear Of All Liens, Claims And Encumbrances, (the "Auction Motions") as well as the Auction Sale Agreement between Great Lakes Auction Co., Inc. ("Auctioneers") and himself, as Receiver (the "Auction Sale Agreement"), and the Court having found cause to enter the following Order after being fully advised in the premises;

The Court hereby finds and concludes as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Recitals and provisions in the Auction Motions are true and correct.
2. Good cause exists for the entry of an Order approving the Auctioneer, the Auction Sale Agreement and the Auction pursuant to the Auction Sale Agreement, to sell the aggregate and sand inventory owned by the Debtors free and clear of all liens, claims and encumbrances, as the auction process will maximize the net return on the liquidation of the Property and further is in the best interests of the Debtors, their creditors and the estate.
3. This Court has jurisdiction over this case pursuant to the Wisconsin Statutes.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. That the Auction Motions be and hereby are granted.
2. That the terms and conditions of the Auction Sale Agreement executed by and between the Receiver and the Auctioneers is hereby authorized and adopted and made the Order of this Court and incorporated herein by reference as though fully set forth in this Order.
3. Receiver is hereby authorized to enter into the Auction Sale Agreement and perform under the Auction Sale Agreement in all respects and execute such documents and take such other actions as may be necessary to consummate the agreements and transactions set forth therein and contemplated thereby.
4. The Auctioneer shall be entitled to rely upon this Order and the Auction Sale Agreement in all respects.

Dated this ___ day of _____, 2013.

BY THE COURT:

Honorable Phillip A. Koss
Circuit Court Judge

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

FILED

Case No.: 13-CV-365

Assignor.

Case Code: 30304

OCT 17 2013

In re:

AMON LAND COMPANY, LLC,

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLY

Case No.: 13-CV-364

Assignor.

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

NOTICE OF RECEIVER'S MOTION FOR ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA, THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Sale Motion").

HEARING ON MOTION

A hearing will be held on the Sale Motion on October 31, 2013, at 9:00 a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

- **File a written Objection on or before 5 p.m., October 29, 2013, explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

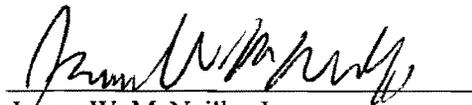
Attorney James W. McNeilly, Jr.
Carlson Dash, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
(262) 857-1619 Fax
JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 17th day of October, 2013.

By:



James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

 In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

 In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Assignor.

Case Code: 30304

 In re:
FILED

AMON LAND COMPANY, LLC,

OCT 17 2013

Case No.: 13-CV-364

Assignor.

Case Code: 30304

 WALWORTH COUNTY
 CLERK OF CIRCUIT COURT
 DUSTIN VEPELY

 In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

**RECEIVER'S MOTION FOR
ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA,
THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN
PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL, AND AUTHORIZING
THE DISBURSEMENT OF THE SALE PROCEEDS**

Ronald M. Carlson, Esq. (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order approving the sale of certain property of the Debtors, free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel, with any and all Liens to attach to the proceeds of sale in the order of their priority, and for authority to disburse the sale proceeds (the "Sale Motion"). In support of this Motion, the Receiver alleges as follows:

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtors are the owners of certain property, (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (the "Offers").

3. The Receiver has received offers to purchase the Property from Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, (the "Buyers"), on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. None of the Buyers have ever been officers, directors, employees, members or shareholders of any of the Debtors.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, the sales are in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed at least \$7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority, except as set forth in paragraph 10 below.

10. With regards to the property being sold to Peggy A. Hayenga and Clayton B. Fiegel by Land Contract, (a) the property will not be sold free and clear of the mortgages on the property to Hometown Bank, and the same will be released as provided in the Land Contract, (b) after execution of the Land Contract, the Receiver intends to transfer the down payment made therein and assign his interest Land Contract to Hometown Bank and execute a deed-in-lieu of foreclosure for such property, and (c) when the time comes for the deed in satisfaction of the land contract to be provided if there are any Liens of Amon Land Company LLC that must be released to provide title as promised in the land contract, the purchasers and/or vendor may petition this Court for such relief as is necessary to remove such Liens and provide title as promised. Additionally, the legal description of the property to be sold to Peggy A. Hayenga and Clayton B. Fiegel has not yet been finalized by survey, but is expected to comport with the graphical depiction attached hereto as Exhibit D.

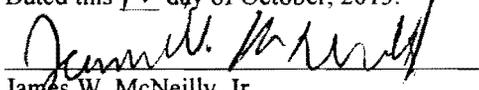
10. Hometown has consented to the sale of the Property pursuant to the terms of the Offers.

11. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

WHEREFORE, the Receiver moves the Court for entry of an Order approving the sales of the Property pursuant to the terms and conditions of the Offers, free and clear of all Liens, with Liens attaching to the proceeds in the order of their priority (except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 above), and for authority to disburse the sale proceeds to Hometown Bank and for such other and further relief as the Court deems appropriate under the circumstances.

Dated this 17th day of October, 2013.

By:


James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

VACANT LAND OFFER TO PURCHASE

1 Attorney DRAFTING THIS OFFER ON 10/7/2013 [DATE] IS (AGENT OF SELLER) (~~AGENT OF BUYER~~) (~~BUYER~~) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, Alvin Susina
3 offers to purchase the Property known as [Street Address] See Lines 179 - 181 and attached map

4 in the Town of LaFayette, County of Walworth

5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 vPURCHASE PRICE: Three Hundred Seventy Thousand and no/100s
7 Dollars (\$ 370,000.00)

8 vEARNEST MONEY of \$ 5,000.00 accompanies this Offer and earnest money of \$
9 will be paid within days of acceptance.

10 vTHE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

11 v ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: NA

14 vITEMS NOT INCLUDED IN THE PURCHASE PRICE: NA

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 vZONING: Seller represents that the Property is zoned NA

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider
22 whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before October 16 2013 CAUTION: This Offer maybe withdrawn prior to delivery of the accepted Offer.

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional):

31 Seller's delivery address: Ronald M. Carlson, 10411 Corporate Drive, Suite 100, Pleasant Prairie, WI, 53158

32 Buyer's recipient for delivery (optional):

33 Buyer's delivery address: Alvin Susina, W4312 Potter Road, Elkhorn, WI, 53121- 4044

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: () Seller: ()

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
42 lease(s), if any, are NA

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or as agreed upon by the
44 parties no later than December 1, 2013 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and NONE

47 Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) ()

50) **STRIKE AND COMPLETE AS APPLICABLE**

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS:**

54 ~~PROPERTY CONDITION REPRESENTATIONS:~~ Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
56 Report dated , which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer
57 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

58 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT:**

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence

85 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsurface tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.

98 **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.

104 **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.

114 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:**

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: **NONE**
136 _____ . If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
180 **An approximately 66 acre piece of the parcels known as KLF2000001,**
181 **KLF2000002, and KLF2000002A, as indicated on the attached map, the exact dimensions of which shall be agreed upon**
182 **by the parties prior to closing. Property is being sold as is, where is, without any warranties or representations, express**
183 **or implied, other than good title. Seller shall convey the Property by Receivers Deed. This Offer is contingent upon Seller**
184 **receiving approval from the Walworth County Circuit Court prior to closing. Also, see attached Addendum regarding Pit**
185 **located on neighboring parcels owned by Seller and road to the Pit.**
186 _____
187 _____

188 **ADDENDA:** The attached **Map and Addendum** _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and _____

194 _____
195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 v **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 v **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 v **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 v **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 **lighting and street trees**, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 **the Parties** to this Offer and their successors in interest.

222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If **Buyer defaults**, Seller may:
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) ~~direct Broker to~~ return
 229 the earnest money and have the option to sue for actual damages.

230 If **Seller defaults**, Buyer may:
 231 (1) sue for specific performance; or
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In Addition, the Parties may seek any other remedies available in law or equity.
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.

238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

242 **EARNEST MONEY**

243 v **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held ~~in the trust account of the listing broker (buyer's agent)~~
 244 ~~if Property is not listed or seller if no broker is involved~~, until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 v **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 v **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: _____

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____
272 _____ This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.
275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three
278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within 30 days of acceptance, at (Buyer's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: shall be acceptable to both parties

297 _____ ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: Consider the cost
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyers expense, of the Property and _____
306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied

307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement.
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 10/7/2013 [date] by [Licensee and Firm] Attorney James W. McNeilly, Jr.

316 (X) Alvin Spina _____ Social Security No. or FEIN _____ Date 10/10/13
317 Buyer's Signature Print Name Here: _____

318 (X) _____ Social Security No. or FEIN _____ Date _____
319 Buyer's Signature Print Name Here: _____

320 EARNEST MONEY RECEIPT _____ acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ (By) _____

322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) Donald M. Carter, Receiver _____ Social Security No. or FEIN _____ Date _____
326 Seller's Signature Print Name Here: _____

327 (X) _____ Social Security No. or FEIN _____ Date _____
328 Seller's Signature Print Name Here: _____

329 This Offer was presented to Seller by _____ on _____, _____ at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
331 Seller Initials Date Seller Initials Date

ADDENDUM TO OFFER TO PURCHASE DATED OCTOBER 7, 2013 BETWEEN
ALVIN SUSINA AND RONALD M. CARLON, ESQ., RECEIVER OF B.R. AMON & SONS,
INC.

Buyer acknowledges that there is an active Pit on adjacent parcels owned by Seller, which Pit may be expanded, and Buyer, for himself and his heirs, successors and assigns, hereby waives any objection to such existing operation and also any future usage and expanded operation of the Pit, and shall so acknowledge in the Deed. Seller shall retain a non-exclusive sixty-six (66) foot wide easement for access and egress and utilities on the "Pit road" to run with the land for the benefit of parcels Seller owns and which adjoin the Property being sold hereunder. The owner of the Pit shall be solely responsible for all costs associated with proper easement maintenance and any drive situated thereon.

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 27, 2013 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Derek A. Brown

4 _____, offers to purchase the Property
5 known as [Street Address] 98.01+/- ac vacant land Potters Rd
6 in the City of Elkhorn, County of Walworth, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Three Hundred Twenty-One Thousand, One Hundred Twenty-Three
9 _____ Dollars (\$ 321,123.00).

10 ■ **EARNEST MONEY** of \$ 2,500.00 accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 Seller's agent

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: None

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** None

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: _____

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before October 4, 2013. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Ronald M. Carlson

41 Buyer's recipient for delivery (optional): Derek A. Brown

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: (262) 857-1195 Buyer: (_____) _____

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 10411 Corporate Drive, Suite 100, Pleasant Prairie, WI 53158

50 Delivery address for Buyer: W297 S8175 Shallow Waters Circle, Mukwonago, WI 53149

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): rc@forseticonsulting.com

56 E-Mail address for Buyer (optional): istrick@mcleodusa.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than November 30 ~~October 31~~, 2013 DMC DB
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and none other

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on (CHECK BOX FOR APPLICABLE PRORATION FORMULA):

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A, property is not subject to lease

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. ~~Proposed, planned or commenced public improvements or public construction projects which may result in special~~
 166 ~~assessments or otherwise materially affect the Property or the present use of the Property.~~
- 167 b. ~~Government agency or court order requiring repair, alteration or correction of any existing condition.~~
- 168 c. ~~Land division or subdivision for which required state or local approvals were not obtained.~~
- 169 d. ~~A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.~~
- 170 e. ~~A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland~~
 171 ~~preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines~~
 172 ~~111-120), Conservation Reserve (see lines 134-138), or comparable program.~~
- 173 f. ~~Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)~~
 174 ~~(where one or both of the properties is used and occupied for farming or grazing).~~
- 175 g. ~~Material violations of environmental rules or other rules or agreements regulating the use of the Property.~~
- 176 h. ~~Conditions constituting a significant health risk or safety hazard for occupants of the Property.~~
- 177 i. ~~Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,~~
 178 ~~including, but not limited to, gasoline and heating oil.~~
- 179 j. ~~A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,~~
 180 ~~fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the~~
 181 ~~premises.~~
- 182 k. ~~Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.~~
- 183 l. ~~High-voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the~~
 184 ~~Property.~~
- 185 m. ~~Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-~~
 186 ~~service wells and cisterns required to be abandoned (Wis. Admin. Code § NR-812.26) but that are not closed/abandoned~~
 187 ~~according to applicable regulations.~~

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**
 190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**
 201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
 212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
 213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
 214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
 215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
 217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
 218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
 219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 222 commitment.

223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
 244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245 **DEFINITIONS CONTINUED FROM PAGE 3**
- 246 n. ~~Defects in any septic system or other sanitary disposal system on the Property or out of service septic systems not~~
- 247 ~~closed/abandoned according to applicable regulations.~~
- 248 o. ~~Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface~~
- 249 ~~foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic~~
- 250 ~~or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government~~
- 251 ~~guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing~~
- 252 ~~capacity, earth or soil movement, slides) or excessive rocks or rock formations.~~
- 253 p. ~~Brownfields (abandoned, idled or under used land which may be subject to environmental contamination) or other~~
- 254 ~~contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)~~
- 255 ~~Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.~~
- 256 q. ~~Lack of legal vehicular access to the Property from public roads.~~
- 257 r. ~~Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,~~
- 258 ~~conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of~~
- 259 ~~a part of Property by non-owners, other than recorded utility easements.~~
- 260 s. ~~Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to~~
- 261 ~~impose assessments against the real property located within the district.~~
- 262 t. ~~Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.~~
- 263 u. ~~Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the~~
- 264 ~~Property, or proposed or pending special assessments.~~
- 265 v. ~~Burial sites, archeological artifacts, mineral rights, orchards or endangered species.~~
- 266 w. ~~Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~
- 267 x. ~~Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~
- 268 y. ~~Significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~
- 269 z. ~~Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees, or substantial~~
- 270 ~~injuries or disease in livestock on the Property or neighboring properties.~~
- 271 aa. ~~Existing or abandoned manure storage facilities on the Property.~~
- 272 bb. ~~Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of~~
- 273 ~~the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
- 274 cc. ~~The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that~~
- 275 ~~obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county~~
- 276 ~~(see lines 139-145).~~
- 277 dd. ~~All or part of the land has been assessed as agricultural land, the owner has been assessed a use value conversion~~
- 278 ~~charge or the payment of a use value conversion charge has been deferred.~~
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
- 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
- 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
- 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
- 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
- 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
- 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
- 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
- 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
- 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
- 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
- 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
- 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
- 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
- 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
- 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
- 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
- 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
- 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
- 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
- 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308
327 **ALL THAT APPLY**: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
330 ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**: electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held ^{by Receiver} in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
 408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
 409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
 413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
 415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
 416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and none other

424 _____

425 _____

426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 Property purchased shall include the following tax parcels:

460 KLF2100005B - 26.45 acres+/-

461 KLF1600005A - 68.5 acres+/-

462 KA273000001 - 3.06 acres+/-

463 _____

464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If Seller defaults, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____
 507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
 511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
 515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
 521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer shall have the right to assign this Offer to
 527 Purchase to a limited liability company in which Buyer is a member at any time prior to
 528 closing.

529 _____
 530 Property is being sold as is, where is, without any warranties or representations, express
 531 or implied other than good title. Seller shall convey the Property by Receivers Deed. This
 532 Offer is contingent upon Seller receiving court approval from the Walworth County Circuit
 533 Court prior to closing.

534 _____

535 This Offer was drafted by [Licensee and Firm] Kevin Bublitz, Schott, Bublitz & Engel S.C.

536 _____ on _____

537 (x) Derek A. Brown September 27, 2013
 538 Buyer's Signature ▲ Print Name Here ▶ Derek A. Brown Date ▲

539 (x) _____
 540 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) Donald M Carlson Receiver Oct 3rd
 547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

548 (x) Donald M Carlson Receiver Oct 3rd
 549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between AMON LAND COMPANY, LLC, a Wis. limited liability company ("Vendor," whether one or more), and PEGGY A. HAYENGA and CLAYTON B. FIEGEL, as tenants in common ("Purchaser," whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), Walworth County, State of Wisconsin:

See attached.

Recording Area

Name and Return Address

Atty. James W. McNeilly Jr.
CarlsonDash LLC
10411 Corporate Dr., Ste. 100
Pleasant Prairie, WI 53158

See attached.

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is a purchase money mortgage.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at c/o Ronald M. Carlson, Esq., 10411 Corporate Dr., Ste. 100, Pleasant Prairie WI 53158, or to its order, the sum of \$ 110,000.00 in the following manner:

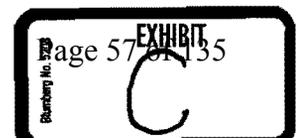
- (a) \$5,500.00 at the execution of this Contract; and
- (b) the balance of \$ 104,500.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 5.0% per annum until paid in full as follows:

which shall be paid in twenty-four (24) equal monthly payments of \$689.66 per month due the 5th day of each month starting December 5, 2013, plus the sum of 1/12th of the current real estate taxes due on the Property (currently estimated to be \$225 per month) to be held by Vendor in escrow and paid annually towards the payment of the real estate taxes due on the Property;

provided the entire outstanding balance shall be paid in full on or before December 4, 2015 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no prepayment of principal without written permission of Vendor.



CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and: see attached.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on _____.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 10 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 3 days following written notice thereof by Vendor (delivered personally or mailed by mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, ~~and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract.~~ If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

The additional provisions set forth on the attachments are incorporated into and made a part of this Land Contract.

Dated _____.

VENDOR:
Amon Land Company, LLC

PURCHASER:

_____(SEAL) _____(SEAL)
*By: Ronald M. Carlson, Esq. *Peggy A. Hayenga
Its: Court-Appointed Receiver in
Walworth County Case No. 13-CV-364

_____(SEAL) _____(SEAL)
* Clayton B. Fiegel

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated on _____

_____) ss.
COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named Peggy A. Hayenga and
Clayton B. Fiegel
to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Atty. James W. McNeilly Jr. (#1002948)
Pleasant Prairie, WI.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

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

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

LAND CONTRACT

STATE BAR OF WISCONSIN

FORM NO. 11-2003

* Type name below signatures

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____ the above-named Ronald M. Carlson,
Esq. to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

Land Contract
Amon Land Company, LLC to Peggy A. Hayenga/Clayton B. Fiegel
RE: Approximately 3 Acres at W4182 Potter Rd., Elkhorn, WI 53121

Legal Description:

See attached legal description.

PIN: Part of KLF2000002A and KLF2000001
Address: Part of W4182 Potter Rd., Elkhorn, WI 53121

Additional Terms and Conditions:

1. Purchaser is responsible for insuring the Property and all improvements thereupon at full replacement value, and naming Vendor as additional insured thereupon. If such insurance ever lapses during the term of this Land Contract, then Vendor may obtain replacement insurance at Purchaser's cost, which shall be promptly reimbursed to Vendor upon request and be added to the outstanding balances due herein.

2. Vendor shall be responsible for payment of 2013 property taxes assessed on the Property. Purchaser agrees to pay to Vendor at execution of this land contract the sum of \$225 towards payment of those taxes. Purchaser is responsible for all future taxes and will escrow same as provided in this Land Contract.

3. The Property is currently subject to one or more leases. Vendor makes no representations as to the terms, conditions and expiration of such leases.

4. Vendor may assign all rights and obligations under this Land Contract at anytime, and Purchaser shall attorn and make all future payments to such assignee.

5. The final warranty deed will be free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and easements, restrictions and highway deeds of record, municipal and zoning ordinances, matters disclosed on recorded plat and except lands sold, taken or used for road or highway purposes.

6. This Land Contract shall remain subject to the terms and conditions of those certain mortgages between Vendor and Hometown Bank, Walworth County Wisconsin Register of Deeds Doc. Nos. 812534, 821306, 812535, 821307, 812536, 821308, and 847080, but upon Purchaser's fulfillment of all the terms and conditions of this Land Contract, Hometown Bank has agreed to release said mortgages against this Property.

7. Vendor is subject to certain receivership proceedings pending before the Circuit Court of Walworth County, Case No. 13-CV-364, *In re: Amon Land Company, LLC*, in which Ronald M. Carlson, Esq., has been appointed receiver. By order of the Court therein, the terms and conditions of this Land Contract, and its subsequent assignment to Hometown Bank, have been approved.

In re:

B. R. AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-363

Case Code: 30304

In re:

AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-365

Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Assignor.

Case No.: 13-CV-364

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Assignor.

Case No.: 13-CV-366

Case Code: 30304

ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA, THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGELAND, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Upon consideration of the Receiver's Motion for Entry of an Order Approving Sale of Certain Property to Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, and Authorizing the Disbursement of the Sale Proceeds (the "Sale Motion"), and all other pleadings on file herein; and the Court having held a hearing on October 31, 2013 for approval of the Sale Motion; and the Court having determined that due and proper notice of the Sale Motion and hearing on the Sale Motion was provided to all creditors and other parties entitled to notice, and the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the B. R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (each, a "Debtor", collectively, the "Debtors") pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtors are the owners of certain property (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (each, an "Offer", collectively, the "Offers").

3. The Receiver has received offers to purchase the Property from Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, (each, a "Buyer", collectively, the "Buyers") on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. None of the Buyers or any of their principals has ever been officers, directors, employees, members or shareholders of any of the Debtors.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, each of the sales contemplated by the Offers is in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed not less than \$7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority, except as set forth in paragraph 10 below.

10. With regards to the property being sold to Peggy A. Hayenga and Clayton B. Fiegel by Land Contract, (a) the property will not be sold free and clear of the mortgages on the property to Hometown

Bank, and the same will be released as provided in the Land Contract, (b) after execution of the Land Contract, the Receiver intends to transfer the down payment made therein and assign his interest Land Contract to Hometown Bank and execute a deed-in-lieu of foreclosure for such property, and (c) when the time comes for the deed in satisfaction of the land contract to be provided if there are any Liens of Amon Land Company LLC that must be released to provide title as promised in the land contract, the purchasers and/or vendor may petition this Court for such relief as is necessary to remove such Liens and provide title as promised. Additionally, the legal description of the property to be sold to Peggy A. Hayenga and Clayton B. Fiegel has not yet been finalized by survey, but is expected to comport with the graphical depiction attached to the Sale Motion as Exhibit D.

11. Hometown has consented to the sale of the Property pursuant to the terms of the Offers and the proposed order.

12. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

13. Timely notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers, has been provided all parties entitled to notice under the Courts Order limiting notice. Such notice constitutes proper, adequate and sufficient notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers. No further notice of, or opportunity to object to or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers need be provided to any person or entity.

14. All findings of fact set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

CONCLUSIONS OF LAW

1. The sale of the Property pursuant to the Offers complies in all respects with Chapter 128 of the Wisconsin Statutes.

2. Upon the closing of a sale of Property pursuant to an Offer, the sale of such Property will constitute a valid, legal and enforceable transfer to the Buyer that submitted such Offer, or its assigns, as the case may be, of all right, title and interest to such Property, free and clear of all Liens, except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraphs 9 and 10 of the Findings of Fact above.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is hereby approved.
2. The proposed sales of the Property to the Buyers by the Receiver pursuant to the terms and conditions of the Offers are hereby approved in all respects.
3. All objections to the Sale Motion, if any, are hereby overruled.
4. The Receiver is hereby authorized to, and promptly shall, consummate the sale of the Property to the Buyers pursuant to the terms and conditions of the Offers.
5. The Receiver is authorized and empowered now and in the future to execute and deliver to the Buyers, or their respective assigns, as the case may be, any and all documents necessary to carry out the provisions of the proposed sales, and is further authorized to take any and all such actions and to execute any and all such other documents as will be consistent with and necessary or appropriate to implement, effectuate or consummate the sales described in the Offers without further Order of this Court. An Offer and any related agreements, instruments, or other documents may be modified, amended, or supplemented by the parties thereto without further order or action of this Court; provided that any such modification, amendment, or supplement is not material or contrary to any specific terms of this Order.
6. Upon the closing of a sale pursuant to an Offer, all right, title and interest in and to the Property subject to such Offer shall be vested in the Buyer that submitted such Offer, free and clear of all Liens, except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above. All Liens shall attach to the proceeds of sales to the same and extent and priority as they existed with respect to the Property immediately prior to the closing.
7. The Receiver is hereby authorized to disburse the net sale proceeds as follows:

- a. To closing costs, as provided in the Offers;
- b. To Hometown Bank, the remainder, in partial satisfaction of its secured claim

in this matter.

8. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, all Liens in any Property subject to an Offer shall be deemed released and terminated upon the closing of the sale contemplated by such Offer without further action, including, without limitation, without the need to terminate, release, amend, or otherwise modify any UCC financing statement, mortgage, or other public filing or record. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, the foregoing notwithstanding, all parties holding Liens on any of the Property subject to an Offer are hereby directed to execute and deliver to the Buyer submitting such Offer, upon closing, such termination statements, releases, satisfactions and other documents as such Buyer deems necessary to terminate such party's Liens in such Property

9. This Order shall be binding upon, shall govern the acts of, and may be relied upon by, all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental agencies or departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Property. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Offers. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, all Liens of record with respect to any Property subject to an Offer shall be forthwith released removed and stricken as contemplated by such Offer and all persons and entities described in this paragraph are authorized and specifically directed, upon the closing of the sale of any of

the Property pursuant to an Offer, to release, remove and strike all such recorded Liens against any of such Property from their records, official and otherwise.

10. Notwithstanding anything to the contrary herein, Hometown will not be required to nor will any of its existing mortgages be amended, released, removed, or stricken as set forth in Sections 8 and 9 above.

11. Upon the closing of the sale of any Property pursuant to an Offer, any person or entity that is in possession of any of the Property subject to such Offer or any documents evidencing or relating to any such Property, shall deliver possession of such Property or documents to the Buyer that submitted such Offer.

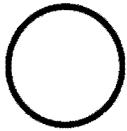
11. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order, and to resolve any disputes with respect to the sale of the Property.

12. All conclusions of law set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

Dated this 31st day of October , 2013.

BY THE COURT:

Honorable Phillip A. Koss
Circuit Court Judge



RESOLUTION# 13-10-2

Introduced by Judicial & Legislative
Page 1 of 1

Committee

Motion: Adopted: X
1st Clendenning Lost:
2nd Wagner Tabled:
No: 0 Yes: 17 Absent: 2
Number of votes required:
[X] Majority [] Two-thirds
Reviewed by: PAK, Corp Counsel
Reviewed by: , Finance Dir.

JRG

INTENT & SYNOPSIS: To create a new nonpartisan procedure for the preparation of legislative and congressional redistricting plans.

FISCAL NOTE: n/a

WHEREAS, currently under the state constitution, the legislature is directed to redistrict legislative districts according to the number of inhabitants at its next session following the decennial federal census by the majority party. At the same intervals, the legislature also reapportions congressional districts in this state pursuant to federal law, and

WHEREAS, legislative and congressional redistricting plans enacted pursuant to this procedure are used to elect members of the legislature and members of Congress in the fall of the second year following the year of the census, and

WHEREAS, the 2011 process to draw the maps and fight lawsuits cost taxpayers nearly \$1.9 million, and

WHEREAS, historically legislative and congressional plans in Wisconsin have been subject to partisan influence that put the desires of politicians ahead of the needs of the people, and

NOW THEREFORE BE IT RESOLVED that the Wood County Board of Supervisors recommends the creation of a nonpartisan procedure for the preparation of legislative and congressional redistricting plans, and

BE IT FURTHER RESOLVED that the process promotes more accountability and transparency and prohibits the consideration of voting patterns, party information, and incumbents' residence information or demographic information in drawing the maps, except as necessary to ensure minority participation as required by the U.S. Constitution .

BE IT FURTHER RESOLVED that the County Clerk is directed to send a copy of this resolution to the Governor of the State of Wisconsin, the Wisconsin Counties Association, the Wisconsin Towns Association, the Wisconsin League of Municipalities, all members of the state legislature, and to each Wisconsin County.

()

WILLIAM CLENDENNING (Chairman)
GERALD NELSON
GARY ALLWORDEN
ED WAGNER
WILLIAM MURPHY

Adopted by the County Board of Wood County, this 15th day of October 20 13 .

RESOLUTION NO. 26-13

SYNOPSIS: Funding for Victim Witness Coordinator Program

INTRODUCED BY: Judiciary & Property Committee

To the Honorable Board of Supervisors of Columbia County:

WHEREAS, on March 17, 1993, in Resolution No. 16-93, the Columbia County Board of Supervisors created a Victim Witness Coordinator position in the District Attorney's Office; and

WHEREAS, in 1993, the State funded ninety percent (90%) of the costs of the Victim Witness Coordinator Program, but since 1993 State funding for the Program has gradually decreased with the State currently funding less than fifty percent (50%) of the Program; and,

WHEREAS, Resolution No. 16-93 included a provision stating "that in the event the State's portion of the funding for this position becomes less than fifty percent (50%), the position shall be eliminated"; and,

WHEREAS, privileges and protections for victims of crimes are established in Article I, Section 9m of the Wisconsin Constitution and in Chapters 949 and 950 of the Wisconsin Statutes; and,

WHEREAS, the Victim Witness Coordinator Program provides essential services to countless individuals who are involved in cases that are prosecuted by the District Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, that the Columbia County Board of Supervisors repeals the portion of Resolution No. 16-93 requiring elimination of the Victim Witness Coordinator Position if State funding drops below fifty percent (50%), and urges the State of Wisconsin to restore State funding for this Program to ninety percent (90%) of total program costs.

Fiscal Note: Funding for the Victim Witness Coordinator Program is included in the annual County Budget for the District Attorney's Office.

Fiscal Impact: None.

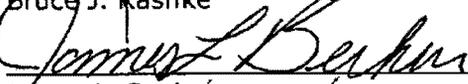
Amended October 16, 2013

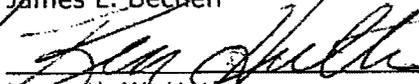
BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to the Governor and Attorney General of the State of Wisconsin; members of the state legislature representing Columbia County; the Wisconsin Counties Association and all Wisconsin Counties.


Kirk Konkel

Richard C. Boockmeier

Bruce J. Rashke


James L. Bechen


Kenneth W. Hulter

JUDICIARY & PROPERTY COMMITTEE

**STATE OF WISCONSIN
COUNTY OF COLUMBIA
CERTIFIED COPY**

I certify that this is a true and exact copy of the original of which I am legal custodian for the County Clerk of Columbia County.

Signed by 
County Clerk or Deputy County Clerk

Date 10-23-13



RECEIVED
WALWORTH COUNTY CLERK

2013 OCT 10 AM 8:53

P.O. Box 688
Whitewater, Wisconsin 53190
Phone: 262-473-2200
Mobile: 920-723-3375
director@downtownwhitewater.com
www.downtownwhitewater.com

Executive Director
Tamara Brodnicki

Board President
Dave Saalsaa

Board of Directors
Rob Boostrom
Cameron Clapper
Glenn Gebauer
Joe Jaquess
Nate Parrish
Tyler Sailsbery
Kim Scharine
Roni Telfer
Kristine Zaballos

To the Walworth County Board of Supervisors,

As members of the board for Downtown Whitewater Inc., we would like to address the recent decision of the Walworth County Board of Supervisors not to fund the UW-Extension Walworth County Community & Economic Development Educator position in 2014.

Downtown Whitewater (DTWW) is an organization, founded in 2005, whose mission is to preserve, improve, and promote Whitewater's quality of life by strengthening its historic downtown. As a Wisconsin Main Street community since 2006, DTWW relies on one full-time staff member, as required, a myriad of volunteers, including its board, and bare-bones funding to do its work. WEDC (formerly DOC) has provided some consulting and programming support in the 7+ years since we received Main Street designation, but this support is limited as we mature in the program.

Our annual funding comes from a balance of private individuals, business, and city contributions, and the lingering recession has impacted all of these resources to some extent, especially the city's contribution. In contrast to the reduced funding and program support, we find that the demand for DTWW's services has only grown in recent years.

While initially focusing on facade renovation and other high-impact improvements, more recently we have shifted to working with existing businesses to best meet the needs of the people who live in, work in, or are visiting Whitewater. In a given week, our executive director, Tamara Brodnicki, is helping one furniture shop owner create a website, securing elevations of a building remodel for an expanding business, counseling a new enterprise on city ordinances regarding alcohol licensing and signage, researching best practices on parking regulations, open meetings, and BID management, and showing potential downtown locations to the organizers of a makers' space, among other efforts.

To provide the services that such a diverse community -- the largest in Walworth County -- needs, Tami and the board have increasingly relied on the kind of high-quality, noncommercial, research-based expertise that the UW-Extension can provide. The UW-Extension Walworth County Community & Economic Development educator, Josh Clements, has been an integral part of our strategy to meet local needs related to market surveys, parking issues, exploring alternative funding mechanisms including BIDs, and a recently accepted application to the UW-Madison School of Landscape Architecture to develop a comprehensive downtown street scape plan as part of its Capstone program. Josh is not just a key team member in his own right, but also the point of access to an extensive network of Extension specialists. Without Josh, our access to specialists in local government, GIS, smartgrowth, demographics, financing, parking, and countless other areas with answers for the challenges we face is severely impacted.

The Walworth County Board of Supervisors' decision to cut the funding to this position without warning -- and without seeking broad community input to measure the impact of this decision -- is deeply disappointing and leaves our organization in a difficult position just as we plan for 2014 and prepare to make our annual requests for funding to the city of Whitewater and other funding partners. We will either need to cut back on our organization's work (which will bring fewer people to Walworth County), seek additional funding so we can pay for the services the Extension has provided for free, or a combination of the two.



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Kristine Zaballos

We can imagine this decision was a difficult one, knowing the impact it would have. We urge you to reconsider the funding of this position in the future, and that you offer those affected an opportunity to provide input whenever possible.

Thank you for your consideration,

A handwritten signature in cursive script that reads 'Dave Saalsaa'.

David Saalsaa, President, on behalf of the Downtown Whitewater Board of Directors



RECEIVED
WALWORTH COUNTY CLERK
2013 OCT 23 AM 8:41

TO: Local and State Officials

FROM: Jim Draeger, State Historic Preservation Officer

RE: State and National Register of Historic Places nomination

DATE: October 18, 2013

Please note that the *Phoenix Hall that was located at 309 W. Walworth Avenue, Delavan, Walworth County, Wisconsin* will be considered by the Wisconsin Historic Preservation Review Board for removal from the Wisconsin State Register of Historic Places and the National Register of Historic Places.

This action will be considered at the Wisconsin Historic Preservation Review Board meeting on *Friday, November 22, 2013 at the Pyle Center, UW Madison Campus, 702 Langdon Street, Madison, Wisconsin*. The enclosed agenda gives the times of the full board and committee meetings.

Any comments or questions should be directed to Daina Penkiunas at (608) 264-6501 or email at daina.penkiunas@wisconsinhistory.org.

State Historic Preservation Review Board Meeting
November 22, 2013
Pyle Center, Third Floor Rooms: 317 and 326
702 Langdon Street, Madison, Wisconsin

AGENDA

- Times as Noted** **COMMITTEE MEETINGS**
Individual properties are presented only at the applicable committee meetings. See the list below to determine the committee meeting(s) where a specific nomination will be presented.
- 9:30-10:45 AM** **Architecture Committee (AR), Pyle Center, Third Floor, Room 326**
Baeten, John, Store Building, De Pere, Brown County (AR)
Cunningham, Bert and Mary, Round Barn, Town of Viroqua, Vernon County (AR)
Krause, Julius, Store Building, De Pere, Brown County (AR)
McDermott, William and Annie, House, Fond du Lac, Fond du Lac County (AR)
- 10:00-10:45 AM** **Anthropology Committee (H), Pyle Center, Third Floor, Room 317**
Floretta Shipwreck (Canaller), Vicinity of Town of Centerville, Manitowoc County (AN)
- 10:45 AM-12:00** **FULL REVIEW BOARD MEETING, Pyle Center, Third Floor, Room 326**
Committees provide recommendations on individual properties for consideration by the Review Board.
Historic Districts are presented to the board; the board votes on both individual properties and districts.
- Individual Nominations (Action on Individual Nominations)**
Baeten, John, Store Building, De Pere, Brown County (AR)
Cunningham, Bert and Mary, Round Barn, Town of Viroqua, Vernon County (AR)
Floretta Shipwreck (Canaller), Vicinity of Town of Centerville, Manitowoc County (AN)
Krause, Julius, Store Building, De Pere, Brown County (AR)
McDermott, William and Annie, House, Fond du Lac, Fond du Lac County (AR)
- PRESENTATION OF INDIVIDUAL PROPERTY CERTIFICATES**
- Multiple Property Documentation (Presentation and Action on Documentation) –**
Round Barn Multiple Property Documentation, Statewide
- Historic Districts (Presentation and Action on District Nominations) –**
Kane Street Historic District, Burlington, Racine County
- Delistings –**
Alford Park Warehouse, Kenosha, Kenosha County
Phoenix Hall, Delavan, Walworth County
- 12:00 – 12:30 PM** **LUNCH BREAK FOR BOARD MEMBERS, Pyle Center, Third Floor, Room 326**
- 12:30 PM -** **REVIEW BOARD BUSINESS MEETING, Pyle Center, Third Floor, Room 326**
Call to order
Minutes of Review Board Meeting on August 23, 2013
Report by Chairperson Luchterhand
Reports by SHPO and Staff
Adjournment

All meetings are open to the Public

*** Action may be taken on any item listed on the agenda***

United States Senate

September 16, 2013

Ms. Nancy Russell
County Board Chair
Walworth County
100 West Walworth Street
Elkhorn, Wisconsin 53121

RECEIVED

OCT 09 2013

WALWORTH COUNTY BOARD

Dear Ms. Russell:

Thank you for contacting my office about the federal tax treatment of municipal bonds. I appreciate your sharing your thoughts on how proposed changes to our federal tax laws would affect Wisconsin's cities, towns, villages, and counties.

Government balance sheets at the federal, state, and local levels have suffered since the financial crisis of 2008 and subsequent recession. And while the federal government has had its share of budget challenges, state and local governments often face serious fiscal problems with fewer tools or resources to address them. Municipal bonds play an important role in local government finance and the tax exemption for interest earned on these bonds is essential in keeping borrowing costs down.

Several tax reformers have recommended limiting or amending the municipal bond exemption, including President Obama, the Simpson-Bowles Commission, and House Budget Committee Chairman Paul Ryan. In addition, the Senate Finance Committee is working to produce comprehensive tax reform proposals, which could include changes to the exemption.

I believe our tax laws are in significant need of reform. The current tax system is overly complex, lengthy, and riddled with special interest loopholes. I share President Obama's concerns that wealthy individuals and corporations use special tax breaks and loopholes to avoid paying their fair share.

However, tax reform should not be used to raise federal revenues at the expense of local governments. I have heard from government officials from across the state who have stressed how important this exemption is to their public infrastructure projects. Rebuilding our crumbling roads and bridges is essential and will help put Wisconsinites back to work. This is not the time to undermine the ability of local governments to finance those vital projects.

You will be interested to know that on April, 2, 2013, I wrote to President Obama urging him to avoid shifting the nation's fiscal burden to our state and local governments by capping or eliminating the municipal bond tax exemption. Please find a copy of that letter attached to this communication.

I appreciate you contacting me about how tax reform proposals will affect Wisconsin's municipal governments. I will use your input to inform my evaluation of any upcoming tax policy proposals.

Once again, thank you for contacting my office. It is important for me to hear from the people of Wisconsin on the issues, thoughts and concerns that matter most to you. If I can be of further assistance, please visit my website at <http://www.baldwin.senate.gov> for information on how to contact my office.

Sincerely,

A handwritten signature in black ink that reads "Tammy Baldwin". The signature is written in a cursive, flowing style.

Tammy Baldwin
United States Senator

TB/ ml



October 30, 2013

RECEIVED

OCT 31 2013

WALWORTH COUNTY BOARD

Ms. Nancy Russell, Chairperson
Walworth County Board of Supervisors
100 W. Walworth
Elkhorn, WI 53121

Dear Chairperson Russell:

As you are aware, Walworth County applied to receive grant funding from the Knowles-Nelson Stewardship Program for the acquisition of a 190.5-acre parcel in the Town of Lyons for conservation and public outdoor recreational purposes. I am writing to inform you that pursuant to s. 23.0917(5t), the Department has notified the Town of Lyons of the tentative grant and offered the town the opportunity to submit a nonbinding resolution in support or opposition to the Stewardship-funded land acquisition.

Although a resolution for or against a grant for land acquisition will be nonbinding, the Department is required to consider the resolution if it is received within 30 days of receipt of the notification to the municipality.

At this time no action is required by your Board. The Department does have on file your resolution approving the application submittal. However, if the Board chooses, they may submit another nonbinding resolution in support or opposition to this acquisition. If you decide to do so, please send a copy of the resolution to DNR grant staff:

Dan Kaemmerer
WDNR – Southeast Regional Office
2300 N. Martin Luther King Jr. Drive
Milwaukee, WI 53212
Phone: (414) 263-8704
Email: Daniel.Kaemmerer@Wisconsin.Gov

If you would like more information, or have question or concerns about this grant, please contact Dan Kaemmerer as listed above.

Sincerely,

Lavane J. Hessler
Stewardship LUG Grant Manager

Cc: Dan Kaemmerer, SER
Jim Ritchie, SER
Kevin Brunner, Walworth County



County Clerk

Kimberly S. Bushey
County Clerk

November 12, 2013 – Walworth County Board Meeting

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

- Polk County Resolution No. 35-13 – Resolution in Support of Clean Energy Choice for Wisconsin (was previously referred to the Executive Committee)
- Winnebago County Resolution No. 236-72013 – Support Legislative Changes So As to Reduce the Number of Non-Violent Offenders Sentenced to Jail or Prison for Alcohol and/or Other Drug Issues (was previously referred to the Executive Committee)

1 Resolution No. 35-13
2 Resolution in Support of Clean Energy Choice for Wisconsin
3

4 TO THE HONORABLE MEMBERS OF THE POLK COUNTY BOARD OF SUPERVISORS:
5

6 Ladies and Gentlemen:
7

8 WHEREAS, Polk County has pursued the goal of becoming more sustainable in its planning,
9 operation, management and policymaking by implementing numerous projects, initiative, and
10 policies that save energy, reduce waste and conserve natural resources while supporting a healthy
11 economy; and
12

13 WHEREAS, such recent County initiatives include window replacement and roof insulation at Golden
14 Age Manor, lighting project at the Highway Department Garage, LED exit lighting at the Government
15 Center and Justice Center, and installation of automatic door openers at the highway department; and
16

17 WHEREAS, Clean Energy Choice will expand market opportunities for Polk County and Wisconsin
18 companies and their employees who are part of the state's renewable energy supply chain by
19 integrating locally available renewable energy into our economy and by engaging local
20 manufacturers, distributors and installers, farmers, builders, entrepreneurs, and related professional
21 workers; and
22

23 WHEREAS, Polk County urges the State of Wisconsin to adopt a policy expressly allowing
24 customers to enter into contracts with third parties who install, own, and operate a renewable energy
25 system at the customer's premises by supporting Clean Energy Choice which will help households
26 and businesses overcome the diminishing supply of renewable energy incentive dollars available from
27 Wisconsin's Focus on Energy program and utilities at no extra cost to ratepayers and taxpayers; and
28

29 WHEREAS, current ambiguities in state law make it difficult for customers to access directly clean
30 renewable energy produced on their premises from systems owned by third parties, and more and 20
31 states have adopted policies expressly authorizing these types of arrangements with third parties; and
32

33 WHEREAS, the businesses, residents schools and local governments in Polk County desire to
34 exercise responsibility over their long term energy choices and integrate clean energy into their daily
35 lives.
36

37 NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors endorses Clean
38 Energy Choice as a policy for Wisconsin residents;
39

40 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the county clerk to
41 forward this resolution to the Governor, representatives for the state legislators, the Wisconsin
42 Counties Association and all Wisconsin Counties.

Funding Amount and Source:	Not Applicable
Date Finance Committee Advised:	Not Applicable
Finance Committee Recommendation:	Not Applicable
Effective Date:	Upon Passage

Submitted and Sponsored By: <u>Tom Engel</u>	Renewable Energy Committee
<u>David Muller</u>	<u>Martin Baillargeon</u>
<u>Joseph M. Croneck</u>	<u>Dary Dado</u>
<u>William Johnson</u>	<u>Jeff Kukul</u>

Submitted and Sponsored By: <u>Tom Engel</u>	Parks & Forestry, Buildings, & Solid Waste
<u>William Johnson</u>	
<u>William Johnson</u>	
<u>William Johnson</u>	

Review by County Administrator:	Review By Corporation Counsel
<input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only	<input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only
<u>Dana Frey</u> Dana Frey, County Administrator	<u>Jeffrey B. Fuge</u> Jeffrey B. Fuge, Corporation Counsel

County Board Action

At its regular business meeting on October 15, 2013, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution No. 35-13: Resolution in Support of Clean Energy Choice For Wisconsin, by a simple majority vote of ___ in favor and ___ against. by unanimous voice vote

William Johnson
 William Johnson, IV, County Board Chairperson

Dated: 10-22-13

Attest: Carole T. Wondra
 Carole Wondra, Polk County

Dated: 10-22-13

236-72013 - **CORRECTED**

RESOLUTION: Support Legislative Changes So As to Reduce the Number of Non-Violent Offenders Sentenced to Jail or Prison for Alcohol and/or Other Drug Issues

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, a year-long study conducted by Human Impact Partners, from October 2011 through October 2012, has shown that treatment instead of incarceration for non-violent offenders who suffer from alcohol and other drug-related issues, as well as those who suffer from mental health issues, is much more effective and is four times more cost effective; and

WHEREAS, mental illness and substance abuse are public health issues that are not best solved through incarceration; and

WHEREAS, it is in the best interests of the citizens of Winnebago County and the State of Wisconsin that a justice system be designed that does not simply punish and diminish individuals with alcohol, drug, and mental health issues, but restores the offenders to a productive role in our society while providing wholeness to victims of their crimes; and

WHEREAS, Treatment Alternative Diversion programs (TAD), which are already in place in Winnebago and other counties in Wisconsin, have proven effective in reducing recidivism rates and in restoring the offender to health, thus resulting in a savings of tax dollars and conserving resources for other vital needs in challenging economic times; and

WHEREAS, the incarceration rate in costs of corrections in Wisconsin has risen from less than 200 million dollars per year in 1990, to more than 1.3 billion dollars per year in 2011. A reduction in the rate of the number of individuals incarcerated in the Wisconsin Prison System to 11,000 inmates, which was the number incarcerated in 1995, would yield substantial cost savings and would place the per capita rate of incarceration in Wisconsin similar to neighboring states.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby requests local state officials, legislators, and the governor to reexamine the policies which have led to historically high incarceration rates in the State of Wisconsin and to amend State laws so as to result in a substantial reduction in the number of low-risk, non-violent offenders in Wisconsin jails and prisons.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that these changes should include significant financial incentives for fewer individuals to be incarcerated in state prisons and a substantial increase in dedicated funding from the State to counties to enable significant growth and cost-effective, innovative, and proven local alternatives for non-violent and low-risk offenders.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the Winnebago County Clerk transmit a copy of this Resolution to all legislators representing constituents in Winnebago County, the Wisconsin Counties Association, the Office of Governor Scott Walker, and all county boards within the State of Wisconsin.

Respectfully submitted by:

LEGISLATIVE COMMITTEE

Committee Vote: **14-0**

*****Vote Required for Passage: Majority of Those Present*****

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

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

REPORT OF PETITIONS REFERRED TO
WALWORTH COUNTY ZONING AGENCY

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

NAME	TOWN	CHANGE REQUESTED	DATE REFERRED
David Flitcroft and Randy Smith	Linn Township Parts of Tax Parcels IA1425-1	Rezone approx. 3.44 acres of B-4 Highway Business District to 1.60 acres of A-5 Agricultural-Rural Residential District and 1.84 acres of R-3 Two-Family Residence District (unsewered)	November 12, 2013
Walworth County Land Use and Resource Management Department	All Townships	Ordinance Repealing and Recreating Article I and Article II of Chapter 65 – Renewable Energy, Wind Energy Systems of the Walworth County Code of Ordinances, in compliance with PSC 128.	November 12, 2013
Walworth County Land Use and Resource Management Department	All Townships	Ordinance Repealing and Recreating Article II of Chapter 64 – Telecommunications, Mobile Tower Siting Ordinance, Walworth County Code of Ordinances, in compliance with Wisconsin Act 20.	November 12, 2013

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

Dated this _____ day of _____, 2013.

County Clerk

Cc: County Supervisor Richard D. Brandl

Resolution No. 47 - 10/13
**Recognizing Virginia Hall for Her Contribution to the History of
Walworth County Departments Volume II**

1 Moved/Sponsored by: Executive Committee

2
3 **WHEREAS**, Virginia Hall assisted the County Clerk's office in researching the history of the
4 county's offices, buildings and locations for the History of Walworth County Departments
5 Volume II; and,

6
7 **WHEREAS**, Ms. Hall spent numerous hours in the conference room of the County Clerk's
8 office wearing white gloves to protect rare County records while scouring over proceedings
9 books from the 1800s; and,

10
11 **WHEREAS**, over a period of several weeks, Ms. Hall generously volunteered her time,
12 researching the County Board proceedings; and,

13
14 **WHEREAS**, from her research, Ms. Hall provided a detailed history of County offices,
15 buildings and locations, spanning from 1839 to 1962.

16
17 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
18 does hereby recognize and commend Virginia Hall for the many hours she volunteered in
19 researching the history of Walworth County offices, buildings and locations.

20
21 **BE IT FURTHER RESOLVED** that the Board thanks Virginia Hall for her contribution to the
22 History of Walworth County Departments Volume II.

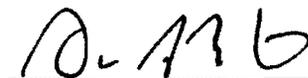
23
24
25
26 _____
27 Nancy Russell
28 County Board Chair

Kimberly S. Bushey
County Clerk

29
30 County Board Meeting Date: ~~October 8, 2013~~ November 12, 2013

31
32 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:

 9-19-13

Date
David A. Bretl
County Administrator/Corporation Counsel

 9/19/13

Date
Nicole Andersen
Deputy County Administrator - Finance

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

Resolution No. 51 - 10/13
Accepting the Wisconsin Knowles-Nelson Stewardship Program Grants for the White River Park Acquisition and Development

1 Moved/Sponsored by: Park Committee

2
3 **WHEREAS**, Resolution No. 10-04/13, passed on April 16, 2013, authorized County staff to
4 submit an application to the State of Wisconsin Department of Natural Resources (DNR) for
5 financial aid to help with the acquisition and development of a park along the White River in the
6 Town of Lyons; and,

7
8 **WHEREAS**, in its letter dated September 10, 2013, the DNR informed the county that the
9 county's Stewardship application for the White River Park Acquisition Project has been
10 tentatively selected for a grant award in the amount of \$955,100; and,

11
12 **WHEREAS**, prior to issuance of the grant, the DNR will be reviewing the county's acquisition
13 and development project plan to ensure that it meets all applicable federal laws, State Statutes
14 and administrative rules; and,

15
16 **WHEREAS**, approval of the county's project is subject to completion by the DNR of its review
17 of the project as well as final approval by the Director of the Bureau of Facilities and Lands; and,

18
19 **WHEREAS**, award of the Knowles-Nelson Stewardship Program Grants is subject to County
20 adoption of an ordinance allowing hunting and trapping on the subject park property; and,

21
22 **WHEREAS**, due to the size of the DNR's proposed grant award, it must also be approved by the
23 State Legislature's Joint Committee on Finance.

24
25 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
26 hereby authorizes acceptance of the Wisconsin Knowles-Nelson Stewardship Program Grants for
27 the White River Park acquisition and development.

28
29
30
31 _____
32 Nancy Russell
33 County Board Chair

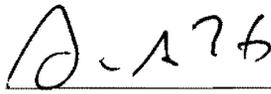
31 _____
32 Kimberly S. Bushey
33 County Clerk

34 County Board Meeting Date: ~~October 8, 2013~~ November 12, 2013

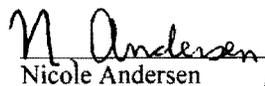
35
36 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.

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

 10/4/13

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/4/13

Date
Nicole Andersen
Deputy County Administrator - Finance

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

October 17, 2013
October 17, 2013 - expanded

Please include the following County Zoning Agency items on the November 12, 2013, County Board agenda:

Comprehensive Plan Map Amendment:

Justin and Jodi Ehrhardt (Town of Sugar Creek, App.), Section 34, Town of Sugar Creek, request to Amend the 2035 Land Use Plan Map (approximately 16.05 acres) from Prime Agricultural Land to 14.73 acres Other Agricultural, Rural Residential land use category and 1.32 acres Isolated Natural Resource Area for future residential development. Part of Tax Parcel # G SC 34-12.

Approved 4 – 3 at the October 17, 2013 Zoning Agency Public Hearing, with opposition by Carl Redenius, Richard Kuhnke, Sr. and Rich Brandl.

Conformance with County Land Use Plan: The portion of land proposed to be amended from the (AP) Prime Agricultural to the (AG1) Other Agricultural Rural Residential land use category is located between exiting (AG1) land use areas to the west and east. The proposed changes to the (INRA) are the result of wetland delineation to match field conditions and would result in a larger (INRA) area. The tillable portion of the (AP) is broken up by multiple ditches and wetland area. If the Land Use Plan map amend is approved the property owner would need to apply to the Town and County for a rezone from the A-2 and A-1 zone districts to a suitable low density residential district prior to development of the property for residential use.

Rezones:

1. **Melvin Helms and Constance Glatz-Helms**, Section 23, LaGrange Township. Rezone 10.27 acres of A-2 Agricultural District property to the A-5 Agricultural-Rural Residential District for the creation of a two lot Planned Residential Development (PRD). Tax Parcel H LG-23-4A.

Approved 5 – 2 at the October 17, 2013, Zoning Agency public hearing, with opposition by Carl Redenius and Richard Kuhnke, Sr.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as AG3 Other Agricultural Rural Residential and Other Open Lands (20 to 34 acres per dwelling) land use category. The property is approximately 10 acres but is designated as AG3 20 to 34 acres per dwelling on the land use plan. Based on the existing parcel size, the land use category would have been more consistent to have been designated as 5 to 34 acres per dwelling during the land use plan approval process.

2. **Walter F. (Rick) and Lynn C. Lottig**, Section 27, Linn Township. Rezone 4.35 acres of wooded A-1 Prime Agricultural District property to the A-5 Agricultural-Rural Residential District and add the rezone property to the owner's existing 1.7 acre A-5 lot containing an existing residence. Part of Tax Parcel I L-27-5B.

Approved 7 – 0 at the October 17, 2013, Zoning Agency public hearing.

Conformance with County Land Use Plan: The County 2035 Land Use Plan identifies this area as the Prime Agricultural land use category. The owner and the neighboring property owner have filed an application for lot line adjustment to attach the remaining A-1 land to the neighboring farm if the rezone is approved. The rezone area is wooded and not historically farmed and has 70% non-prime farm soils.

Resolution No. 53-11/13
Denying the Claim of Raymond L. Franklin

1 Moved/Sponsored by: Executive Committee

2

3 **WHEREAS**, Walworth County received an affidavit of notice and intent to sue from Raymond
4 L. Franklin, 802 Court Street, Clay Center, Kansas 67432; and,

5

6 **WHEREAS**, based upon a review of the facts of this claim, the Executive Committee
7 recommends the claim be denied and that a notice of disallowance be served upon the claimant.

8

9 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that
10 the claim of Raymond L. Franklin be and the same is hereby denied, and that the County Clerk
11 be directed to serve a Notice of Disallowance upon the claimant.

12

13

14

15

16 _____
17 Nancy Russell
18 County Board Chair

Kimberly S. Bushey
County Clerk

19

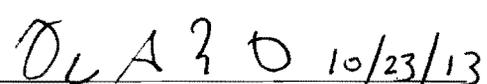
20

21 County Board Meeting Date: November 12, 2013

22

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

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

 _____ David A. Bretl County Administrator/Corporation Counsel	 _____ Nicole Andersen Deputy County Administrator - Finance
--	---

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

Policy and Fiscal Note
Resolution No. 53-11/13

- I. **Title:** Denying the Claim of Raymond L. Franklin

- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to deny the claim of Raymond Franklin.

- III. **Budget and Fiscal Impact:** Passage of this resolution will not have any fiscal impact on the Walworth County budget.

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

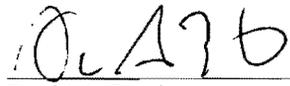
Committee: Executive

Meeting Date: October 14, 2013

Vote: 4 - 0

County Board Meeting Date: November 12, 2013

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.

 10/23/13
Date
David A. Bretl
County Administrator/Corporation Counsel

 10/25/13
Date
Nicole Andersen
Deputy County Administrator - Finance

ORDINANCE NO. 811 – 11/13

AMENDING SECTION 30-173 OF THE WALWORTH COUNTY CODE OF
ORDINANCES RELATING TO HEALTH & HUMAN SERVICES
FUND BALANCE POLICY

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
FOLLOWS:

1 **PART I: That Section 30-173 of the Walworth County Code of Ordinances is hereby**
2 **amended to read as follows:**

3
4 **“Sec. 30-173. Special revenue funds**

5
6 (1) The health and human services special revenue fund shall be established to account for
7 financial resources to be used for the administration and services provided by the health
8 and human services department. The fund is substantially supported by restricted and
9 committed grant revenues.

10 b. *Restricted fund balance.* Specific approved third-party restricted programs/projects
11 with remaining funds at the close of the fiscal year in the health and human
12 services fund include:

13 1. ~~CATE program~~ Time is Now donation.

14 2. Holiday Care program.

15
16 c. *Fund balance commitments.* The county board, upon recommendation of the
17 health and human services board, may commit funds for authorized purposes
18 within the health and human services fund. Committed funds are allowed in the
19 following programs:

20 1. Seal A Smile program.”

21
22 **BE IT ORDAINED** by the Walworth County Board of Supervisors that all previous ordinances
23 and resolutions pertaining to Section 30-173 are hereby superseded.

24
25 **BE IT FURTHER ORDAINED** by the Walworth County Board of Supervisors that this
26 Ordinance shall become effective upon passage and publication.

27
28 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 12th day of
29 November, 2013.

30
31
32
33 _____
34 Nancy Russell
County Board Chair

30
31
32
33 _____
34 Kimberly S. Bushey
Attest: County Clerk

ORDINANCE NO. 812 – 11/13

AMENDING SECTION 30-181 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO ENTERPRISE FUNDS NET POSITION

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Section 30-181 of the Walworth County Code of Ordinances is hereby amended to read as follows:

“Sec. 30-181. Enterprise funds.

An enterprise fund refers to a proprietary fund type used to report an activity for which a fee is charged to external users for goods or services. The county has established the following enterprise funds and guidelines governing these funds.

(1) The Lakeland Health Care Center enterprise fund shall be established to account for financial resources to be used for the administration and services provided by the Lakeland Health Care Center.

a. *Minimum net position.* The unrestricted net position not already internally designated for the Lakeland Health Care Center fund shall be 15 to 20 percent of the total of the fund's ~~revenues~~ expenses not including transfers out ~~the tax levy allocation or transfers/capital contributions made to the fund~~. Use of unrestricted funds may be made in accordance with section 30-171(6).

b. *Restricted net position.* Restricted net position, or a portion of, exist when constraints are legally enforceable external restrictions.

1. Donations and grants received for a purpose specified by the donor or grantor until all conditions are satisfied.

2. Fund-raising activities where proceeds have been publicly committed to a specific project or defined purpose. Participants' donations less related expenses shall be treated as restricted third party donors.

c. *Unrestricted net assets-internal allowances.* The following internal allowances shall be maintained within the county's Lakeland Health Care Center fund. These amounts do not appear on the financial statements, but exist for internal purposes only.

1 1. An equipment allowance shall be maintained to address major
2 replacements or repairs of equipment. The annual contribution amount, if
3 any, shall ~~not exceed~~ generally be calculated as 100 percent of budgeted
4 annual depreciation on currently owned equipment. Additional available
5 funds may be placed in the allowance based on future capital projections
6 or total accumulated depreciation. Equipment purchases will be deducted
7 from this ~~reserve~~ allowance, when the funding source indicates use of
8 Lakeland Health Care Center funds. Interest on the remaining ~~reserve~~
9 allowance funds shall be calculated and allocated each month utilizing the
10 local government investment pool rate.

11
12 2. A building allowance shall be maintained to address major building
13 related projects. The annual contribution amount, if any, shall ~~not exceed~~
14 generally be calculated as 100 percent of budgeted annual depreciation on
15 current owned buildings. Additional available funds may be placed in the
16 allowance based on future capital projections or total accumulated
17 depreciation. Building-related purchases will be deducted from this
18 ~~reserve~~ allowance, when the funding source indicates use of Lakeland
19 Health Care Center funds. Interest on the remaining ~~reserve~~ allowance
20 funds shall be calculated and allocated each month utilizing the local
21 government investment pool rate.

22
23 9. Inventory and prepaid expense asset allowance. An expense and
24 subsequent decrease in net position will occur when inventory and prepaid
25 assets are drawn down. This allowance ensures that adequate net position
26 will be available in an amount equal to the fund's inventory and prepaid
27 expense assets at yearend.

28
29 (2) A public works enterprise fund shall be established to account for financial resources to
30 be used for the county facilities and grounds, highway, and solid waste management
31 ~~maintenance and administrative~~ costs.

32
33 a. *Minimum net position.* The unrestricted net position not already internally
34 designated for the public works enterprise fund shall be 15 to 20 percent of the
35 total of the fund's ~~revenues~~ expenses not including transfers out. ~~the tax levy~~
36 ~~allocation or transfers/capital contributions made to the fund.~~ Use of unrestricted
37 funds may be made in accordance with section 30-171(6). Net income from the
38 public works fund that results in excess funds above the 20 percent minimum net
39 position shall be transferred in the following year to the Capital Projects Fund for
40 road construction purposes.
41

- 1 b. Restricted net position. Restricted net position, or a portion of, exists when
2 constraints are legally enforceable external restrictions.
3
4 1. Donations and grants received for a purpose specified by the donor or
5 grantor until all conditions are satisfied.
6
7 2. Fundraising activities where proceeds have been publicly committed to a
8 specific project or defined purpose. Participants' donations less related
9 expenses shall be treated as restricted third party donors.
10
11 3. A solid waste restriction shall be maintained for landfill revenue fees
12 unspent per third party agreements ~~with area landfill(s)~~. These fees may
13 only be used for solid waste purposes.
14
15 c. *Unrestricted net position-internal allowances.* The following internal allowances
16 shall be maintained within the county's public works fund. These amounts do not
17 appear on the financial statements, but exist for internal purposes only.
18
19 1. An equipment allowance shall be maintained to address major
20 replacements or repairs of equipment. The annual contribution amount, if
21 any, shall ~~not exceed~~ generally be calculated as 100 percent of budgeted
22 annual depreciation on currently owned equipment. Additional available
23 funds may be placed in the allowance based on future capital projections
24 or total accumulated depreciation. Equipment purchases will be deducted
25 from this ~~reserve~~ allowance, when the funding source indicates use of
26 public works funds. Interest on the remaining reserve allowance funds
27 shall be calculated and allocated each month utilizing the local
28 government investment pool rate.
29
30 2. A building allowance shall be maintained to address major building
31 related projects. The annual contribution amount, if any, shall ~~not exceed~~
32 generally be calculated as 100 percent of budgeted annual depreciation on
33 current owned buildings. Additional available funds may be placed in the
34 allowance based on future capital projections or total accumulated
35 depreciation. Building-related purchases will be deducted from this
36 ~~reserve~~ allowance, when the funding source indicates use of public works
37 funds. Interest on the remaining reserve allowance funds shall be
38 calculated and allocated each month utilizing the local government
39 investment pool rate.
40

1 8. Inventory and prepaid expense asset allowance. An expense and
2 subsequent decrease in net position will occur when inventory and prepaid
3 assets are drawn down. This allowance ensures that adequate net position
4 will be available in an amount equal to the fund's inventory and prepaid
5 expense assets at yearend.

6
7 **BE IT ORDAINED** by the Walworth County Board of Supervisors that all previous ordinances
8 and resolutions pertaining to these excerpts of Section 30-181 are hereby superseded.

9
10 **BE IT FURTHER ORDAINED** by the Walworth County Board of Supervisors that this
11 Ordinance shall become effective upon passage and publication.

12
13 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 12th day of
14 November, 2013.

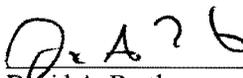
15
16
17
18
19 _____
20 Nancy Russell
21 County Board Chair

Kimberly S. Bushey
Attest: County Clerk

22
23 County Board Meeting Date: November 12, 2013

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:

 10/24/13

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/25/13

Date
Nicole Andersen
Deputy County Administrator - Finance

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

Ordinance No. 812 - 11/13
Fiscal Note and Policy Impact Statement

- I. **Title:** Amending Section 30-181 of the Walworth County Code of Ordinances Relating to Enterprise Funds Net Position
- II. **Purpose and Policy Impact Statement:** This policy adjusts net position as follows:
- 1) Redefines the minimum net position for the enterprise funds to be 15-20% of fund expenses less transfers out instead of revenues less tax levy and transfers in. This will give these funds the ability to fund expenses in case of the need to draw down unrestricted net position for an unexpected reason.
 - 2) Eliminates the restriction to cap the amount the equipment and building allowances may grow in any one year. It also allows the ability to adjust allowances based on future capital plans or the amount of accumulated depreciation.
 - 3) Adds the definition of restricted donations and fundraising activities to the public works net position accounts, which already exists at the Lakeland Health Care Center.
 - 4) Adds the net position allowance for inventories and prepaid expense asset accounts to ensure that enough funds are available to use inventory and prepaid expenses in subsequent years.
- III. **Is this a budgeted item and what is its fiscal impact:** Use and adjustment of net position amounts is typically considered during the budget process or at yearend closing. This ordinance change creates and amends the definitions. A separate resolution would be needed to adjust the amounts already assigned to these net position definitions. It is expected that these new definitions may assist with increasing some of the balances in these net position accounts.

Current net position balances in the above accounts at December 31, 2012 were:

	Public Works	Lakeland Health Care Center
Current Minimum balance	\$1,147,732	\$1,967,589
Equipment Allowance	\$1,828,217	\$ 5,956
Building Allowance	\$ 219,031	\$ 245,660

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

Committee: Public Works Date: October 14, 2013

Vote: 5 – 0

Committee: Lakeland Health Care Center Date: October 16, 2013

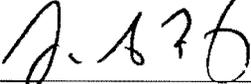
Vote: 4 – 0

Committee: Finance Date: October 17, 2013

Vote: 4 – 0

County Board Meeting Date: November 12, 2013

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.

 10/24/13

David A. Bretl Date
County Administrator/Corporation Counsel

 10/25/13

Nicole Andersen Date
Deputy County Administrator - Finance

Resolution No. 54-11/13
Committing General Fund Balances for Future Building/Equipment

1 Moved/Sponsored by: Finance Committee

2
3 **WHEREAS**, County ordinance 30-172 establishes a General Fund building and equipment
4 commitment in its fund balance policy; and,

5
6 **WHEREAS**, current committed fund balance available is \$1.5 million; and,

7
8 **WHEREAS**, funds of \$5.0 million are available in the General Fund unassigned fund balance in
9 excess of the 20% minimum reserve balance; and,

10
11 **WHEREAS**, allocating available funds for a specific use allows for strategic planning in the
12 County's 5-year capital plan, reduces the need to borrow, mitigates large tax levy fluctuations for
13 one-time projects and allows saving for unanticipated maintenance or construction issues; and,

14
15 **WHEREAS**, the County is currently completing a needs assessment related to renovations at the
16 Health and Human Services building; and,

17
18 **WHEREAS**, the adoption of a Health and Human Services building renovation strategy shall
19 include a funding plan to be financed from these committed funds.

20
21 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
22 allocates \$5 million of its available unassigned fund balance to the General Fund building/equip-
23 ment committed fund balance account.

24
25 **BE IT FURTHER RESOLVED** that the Walworth County Board of Supervisors may utilize a
26 portion of these committed funds for the Health and Human Service building renovation, with
27 the amount to be determined upon completion of the needs assessment.

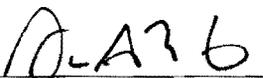
28
29
30 _____
31 Nancy Russell
32 County Board Chair

Kimberly S. Bushey
County Clerk

33
34 County Board Meeting Date: November 12, 2013

35
36 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:

 10/24/13

David A. Bretl Date
County Administrator/Corporation Counsel

 10/25/13

Nicole Andersen Date
Deputy County Administrator - Finance

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

Policy and Fiscal Note
Resolution No. 54-11/13

- I. **Title:** Committing General Fund Balances for Future Building/Equipment

- II. **Purpose and Policy Impact Statement:** County ordinance establishes the ability to commit unassigned fund balance to specific purposes including building/equipment projects.

- III. **Budget and Fiscal Impact:** \$5 million shall be available in the General Fund for future building or equipment projects. An amount that is yet to be determined is expected to be used for the Health and Human Services building renovation project.

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

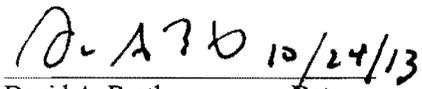
Committee: Finance

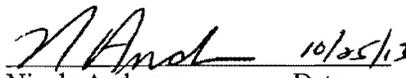
Meeting Date: October 17, 2013

Vote: 4 – 0

County Board Meeting Date: November 12, 2013

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


David A. Bretl Date
County Administrator/Corporation Counsel


Nicole Andersen Date
Deputy County Administrator - Finance

Walworth County
Amendments to the 2014 Preliminary Budget

Attachment A

	<i>County</i>	<i>CDEB</i>	<i>Library</i>
<i>2012 Equalized Values</i>	13,337,514,000	12,994,776,362	7,958,023,400
<i>2013 Equalized Values</i>	12,902,315,900	12,576,675,034	not available
<i>Change</i>	-3.26%	-3.22%	

			<i>Average Mill Rate</i>	<i>Increase</i>	
2013 Adopted Levy	60,879,863	<i>Increase</i>	4.564559		
2014 Preliminary Levy	60,799,344	-0.132%	4.712281	3.24%	108,117 205,610

	<i>2013</i>	<i>2014</i>	<i>Difference</i>	<i>% Change</i>	<i>Mill Rate</i>
Library	1,594,696	1,567,848	(26,848)	-1.68%	
Debt	1,358,777	2,000,198	641,421	47.21%	0.155026
CDEB	8,270,312	7,440,365	(829,947)	-10.04%	0.591600
Operating	49,656,078	49,790,933	134,855	0.27%	3.859069
			<i>Average Mill Rate</i>		<i>4.712281</i>

<i>Proposed budget amendment</i>	<i>Levy Impact</i>	<i>Operating Impact</i>	<i>CDEB Impact</i>	<i>Debt Impact</i>	<i>Library Impact</i>	<i>Mill Rate Change</i>	<i>Mill Rate</i>	<i>State Tax Levy Limit</i>
A	-	-	-	-	-	-	4.712281	(108,117)
B	-	-	-	-	-	-	4.712281	(108,117)
C	-	-	-	-	-	-	4.712281	(108,117)
D	-	-	-	-	-	-	4.712281	(108,117)
E	-	-	-	-	-	-	4.712281	(108,117)
F	-	-	-	-	-	-	4.712281	(108,117)
G	-	-	-	-	-	-	4.712281	(108,117)
H	-	-	-	-	-	-	4.712281	(108,117)
I	-	-	-	-	-	-	4.712281	(108,117)
J	-	-	-	-	-	-	4.712281	(108,117)
K	-	-	-	-	-	-	4.712281	(108,117)
<i>Total Amendments</i>	-	-	-	-	-	-	4.712281	(108,117)

	<i>Levy</i>	<i>Chg frm LY</i>	<i>% Change</i>	<i>Mill Rate</i>	<i>Chg frm Prelim</i>	<i>% Change</i>
Library	1,567,848	(26,848)	-1.68%		-	0.00%
Debt	2,000,198	641,421	47.21%	0.155026	-	0.00%
CDEB	7,440,365	(829,947)	-10.04%	0.591600	-	0.00%
Operating	49,790,933	134,855	0.27%	3.859069	-	0.00%
<i>Total Adopted Levy</i>	<u>60,799,344</u>	<u>(80,519)</u>	<u>-0.1323%</u>		<u>-</u>	<u>0.00%</u>

*Walworth County
Capital Improvement Funding Summary
Adopted Budget*

Attachment B

Project	2014	2015	2016	2017	2018	Total
Road Construction	\$ 2,987,600	\$ 4,414,600	\$ 2,727,400	\$ 2,838,000	\$ 2,519,275	\$ 15,486,875
Unallocated Road Construction	650,000	-	500,000	500,000	600,000	2,250,000
Judicial Center Capital Projects	544,100	175,000	50,000	50,000	1,300,000	2,119,100
Lakeland Health Care Center Capital Projects	336,350	67,800	158,000	65,450	248,650	876,250
Health and Human Services Capital Projects	174,850	49,000	25,000	48,000	25,000	321,850
Sheriff's Office Capital Projects	818,400	434,900	292,575	339,600	325,950	2,211,425
Children with Dis Ed Bd Capital Projects	85,130	-	-	-	-	85,130
Land Information Capital Projects	60,000	80,000	80,000	80,000	80,000	380,000
Public Works Management System	40,000	400,000	-	-	-	440,000
Election Equipment	-	402,600	-	-	-	402,600
Land Use & Resource Mgmt Software	320,000	-	-	-	-	320,000
Park/Land Acquisition	1,910,220	-	-	-	-	1,910,220
Information Technology County-wide Projects	284,350	235,350	190,350	165,350	95,350	970,750
Public Works Building Expansion	40,000	-	3,000,000	-	-	3,040,000
Public Works Equipment	1,221,000	913,075	669,000	277,750	1,149,855	4,230,680
All Other Capital Requests	155,500	84,540	61,165	62,879	124,687	488,771
TOTAL	\$ 9,627,500	\$ 7,256,865	\$ 7,753,490	\$ 4,427,029	\$ 6,468,767	\$ 35,533,651

Funding Source	2014	2015	2016	2017	2018	Total
Debt Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unallocated Road Construction Funds	-	850,000	-	-	-	850,000
General Funds - Use of Available Funds	628,400	-	3,000,000	-	-	3,628,400
General Funds - Use of Committed Funds	326,820	92,000	-	-	-	418,820
Land Information Funds	220,000	80,000	80,000	80,000	80,000	540,000
Public Works Funds	1,188,000	913,075	669,000	277,750	1,149,855	4,197,680
Jail Assessment Funds	92,000	80,300	-	-	33,000	205,300
Lakeland Health Care Center Funds	72,300	42,800	39,000	40,450	223,650	418,200
Proceeds from the Sale of Assets	104,400	-	-	-	-	104,400
Grant Funds	1,730,182	537,600	200,000	-	200,000	2,667,782
Donations	500	-	-	-	-	500
Tax Levy	5,264,898	-	-	-	-	5,264,898
To Be Determined	-	4,661,090	3,765,490	4,028,829	4,782,262	17,237,671
TOTAL	\$ 9,627,500	\$ 7,256,865	\$ 7,753,490	\$ 4,427,029	\$ 6,468,767	\$ 35,533,651

Resolution No. 56-11/13
Establishing the County Tax Levy to Support the 2014 Budget Appropriation

1 Moved/Sponsored by: Finance Committee
2

3 **WHEREAS**, the Walworth County Administrator met with all county departments to review and
4 recommend funding for county programming; and,
5

6 **WHEREAS**, the Walworth County Finance Committee met with the Administrator to review
7 funding for county programming and has prepared the "Walworth County 2014 Preliminary
8 Budget;" and,
9

10 **WHEREAS**, the Finance Committee submitted the proposed budget to the Walworth County
11 Board of Supervisors for its review on October 8, 2013, and the County Board has considered the
12 merits of the proposed budget, and amendments thereto, and is prepared to adopt the final 2014
13 Walworth County budget.
14

15 **NOW, THEREFORE BE IT RESOLVED** by the Walworth County Board of Supervisors in
16 annual session assembled, that there be and hereby is levied and assessed upon all of the taxable
17 property of Walworth County as state, county, and other taxes (excluding library and Children
18 with Disabilities Education Board taxes) for 2013, the sum of
19

20 \$ 51,791,131 and
21

22 **BE IT FURTHER RESOLVED**, that there be and is hereby levied and assessed upon the
23 taxable property of each non-exempt district the annual appropriation for Lakeshores Library
24 operating expenses in the amount of
25

26 \$ 1,567,848 and
27

28 **BE IT FURTHER RESOLVED** that there be and is hereby levied and assessed upon the
29 taxable property of each non-exempt property residing within the Children with Disabilities
30 Education Board district, the annual appropriation for Children with Disabilities Education
31 Board operations in the amount of
32

33 \$ 7,440,365 and
34

35 **BE IT FURTHER RESOLVED**, that the same to be apportioned by the County Clerk, as by
36 law provided and in accordance with the Report of the Finance Committee, subject to such
37 changes or additions as may be certified to the County Clerk by the Department of Taxation of
38 the State of Wisconsin, and the sum so raised is in the amount and for the purposes specified in
39 the Report of the Finance Committee on file and summarized as follows:
40
41

ORDINANCE NO. 814 – 11/13

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF
ORDINANCES RELATING TO AUTHORIZED POSITIONS
BY DEPARTMENT BASED ON THE 2014 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	4.50 1.00
14 Administrative Clerk	1.00 ¹
15 Assistant Corp Counsel II	3.00
16 County Administrator	1.00
17 Legal Secretary	2.00
18 Total Administration FTEs	8.50 8.00

19
20 ¹This position is effective as of March 23, 2014.

21
22
23 (c) *Children with Disabilities Education Board*

24 CLASSIFICATION TITLE	FTE
25 Administrative Support Supervisor	1.00
26 Assistant Director – Special Education	2.00
27 Clerk III	0.91
28 Director – Special Education	1.00
29 Educational Programmer	1.00
30 Interpreter	5.00
31 Occupational Therapist	5.00 4.60
32 Physical Therapist	3.50
33 Receptionist/Clerk	0.81
34 School Nurse	1.00
35 School Psychologist	1.00
36 Secretary – Confidential	1.00
37 Senior Accountant ¹	0.50

1	Special Education Aide	35.50
2	Speech Correctionist	4.00
3	Teacher	44.50 45.50
4	Total Children with Disabilities Education Board FTEs	407.72 108.32

5 ¹Reports to Finance

6
7 (d) *Clerk of Courts*

9	CLASSIFICATION TITLE	FTE
11	Account Clerk III	1.00
12	Account Clerk IV	1.00
13	Calendar Clerk Court	5.00
14	Circuit Court Commissioner	0.75
15	Clerk II	4.00
16	Clerk IV	3.00
17	Clerk of Courts (elected)	1.00
18	Deputy Clerk Courts	8.00
19	Deputy Register in Probate	1.00
20	Family Court Commissioner	1.00
21	Jury Bailiff	1.93
22	Office Manager – Courts	1.00
23	Office Supervisor – Courts	1.00
24	Student Worker	0.68
25	Treatment Court Coordinator	1.00
26	Total Clerk of Courts FTEs	31.36

28 (e) *Coroner*

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

36 (f) *County Board*

38	CLASSIFICATION TITLE	FTE
40	Administrative Assistant¹	0.50
41	Administrative Clerk ¹	1.00
42	Total County Board FTEs	1.50 1.00

43 ¹Reports to Administration

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 1.50
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	Accountant	1.00
28	Accounting Assistant	2.00
29	Administrative Assistant	2.00
30	Benefits Specialist	2.00
31	Budget Analyst	1.00
32	Comptroller	1.00
33	Deputy Administrator – Finance	1.00
34	Finance Manager	1.00 2.00
35	Payroll & Benefits Manager	1.00
36	Payroll Specialist	2.00
37	Senior Accountant	1.50
38	Total Finance FTEs	14.50 15.50

39
40 (j) *Health & Human Services*

41		
42	CLASSIFICATION TITLE	FTE
43		
44	Account Clerk II	1.00
45	Account Clerk III	2.00
46	Account Clerk IV	1.00

1	Administrative Secretary II	1.00
2	Associate Nutrition Specialist	1.00
3	Behavior Analyst	1.00
4	Child Support Lead Worker	1.00
5	Clerk I	1.00
6	Clerk II	4.60 <u>2.60</u>
7	Clerk III	1.00
8	Clerk IV	15.00 <u>14.00</u>
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	16.00
13	Economic Support Specialist (Project Position)	6.00
14	Energy Assistance Coordinator	1.00
15	Environmental Health Specialist	1.00
16	HHS Site Worker	1.00
17	HS Manager-Aging & Long Term Care	1.00
18	HS Manager- Behavioral Health Services	1.00
19	HS Manager-Community Support Services	1.00
20	HS Manager- Children’s Services	1.00
21	HS Manager-Mental Health Recovery Services	1.00
22	HS Manager-Public Health	1.00
23	HS Specialist I	54.88 <u>55.88</u>
24	HS Specialist I (AODA Grant)	2.00
25	HS Specialist II	1.00
26	HS Specialist III	10.00 <u>9.00</u>
27	HS Specialist IV	2.00 <u>1.00</u>
28	HS Supervisor-Administration	1.00
29	HS Supervisor-ADRC	1.00
30	HS Supervisor-Behavioral Health	1.00
31	HS Supervisor-Child Support	1.00
32	HS Supervisor-Community Support Case Management	1.00
33	HS Supervisor-Community Support Program	1.00
34	HS Supervisor-Crisis Intervention	1.00
35	HS Supervisor-Economic Support	2.00
36	HS Supervisor-Fiscal Support	1.00
37	HS Supervisor-Juvenile Court Intake/Child Abuse & Neglect	1.00
38	HS Supervisor-Nutrition	1.00
39	HS Supervisor-Ongoing Case Management	1.00
40	HS Supervisor-Public Health	1.00
41	HS Supervisor-Support Services	1.00
42	HS Supervisor-Transportation	1.00
43	HS Supervisor-WIC	1.00
44	HS Worker IV	2.00 <u>1.00</u>

1	Medicare Specialist	0.20
2	Nutrition Site Worker	1.87
3	Nutrition Specialist	1.00
4	Paternity Specialist	1.00
5	Physician Support Assistant	1.00
6	<u>Program Assistant</u>	<u>1.00</u>
7	Public Health Nurse BSN	4.00
8	Receptionist/Clerk	4.04
9	Registered Occupational Therapist	1.00
10	RN (Mental Health)	2.00
11	Secretary – Confidential	1.00
12	Senior Accountant ¹	1.75
13	Support Specialist	5.00
14	Teacher	1.00
15	Van Driver	3.40
16	Total Health & Human Services FTEs	175.49 <u>176.49</u>
17	¹ Reports to Finance	
18		
19	(k) <i>Human Resources</i>	
20	Human Resources Assistant	1.00 <u>2.00</u>
21	Human Resources Director	1.00
22	Human Resources Generalist	1.00
23	Human Resources Specialist	1.00
24	Total Human Resources FTEs	4.00 <u>5.00</u>
25		
26	(l) <i>Information Technology/Land Information</i>	
27		
28	CLASSIFICATION TITLE	FTE
29		
30	Business Analyst/Project Manager	2.00
31	Computer Operator	1.00
32	Desktop Lead/Server Specialist [±]	1.50 <u>1.00</u>
33	Director – IT	1.00
34	GIS Coordinator	1.00
35	<u>IT Specialist¹</u>	<u>1.00</u>
36	Help Desk Analyst	1.00
37	Manager of IT Operations	1.00
38	Network Engineer	1.00
39	<u>Senior IT Architect</u>	<u>1.00</u>
40	Senior IT Support Specialist	2.00
41	Total Information Technology/Land Information FTEs	11.50 <u>13.00</u>
42	[±] 0.50 FTE Reports to Sheriff	
43	¹ This position is effective as of June 1, 2014.	
44		
45	(m) <i>Lakeland Health Care Center</i>	

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
	CLASSIFICATION TITLE																																
	Account Clerk I																																
	Account Clerk III																																
	Administrator – Lakeland Nursing Home LHCC																																
	Admissions Coordinator/Social Worker																																
	Assistant Nurse Manager																																
	Certified Medical Assistant																																
	Certified Nursing Asst																																
	Clerk IV																																
	Clinical Dietician/Quality Operations Manager																																
	Cook																																
	Director of Nursing																																
	Food Service Coordinator																																
	Food Service Worker																																
	Licensed Beautician																																
	LPN - Unit Supervisor																																
	MDS Coordinator																																
	Maintenance Coordinator																																
	Maintenance Technician																																
	Nurse Manager																																
	Receptionist																																
	Recreation Therapy Coordinator																																
	Recreation Therapy Leader																																
	Recreational Therapist																																
	Restorative Therapy Aide/Clinic Asst																																
	RN - Unit Supervisor																																
	Senior Accountant ¹																																
	Social Worker																																
	Staffing Coordinator																																
	Support Services Supervisor																																
	Unit Clerk																																
	Total Lakeland Health Care Center FTEs																																

¹Reports to Finance

(n) *Land Use & Resource Management*

37	38	39	40	41	42	43	44	45
	CLASSIFICATION TITLE							
	Administrative Secretary II							
	Clerk IV							
	Code Enforcement Officer							
	Conservation Tech							
	Deputy Director							

1	Director – LURM/Deputy Corporation Counsel	1.00
2	Land Use & Resource Management Assistant	1.00
3	Planner	1.00
4	Senior Conservation Tech	1.00
5	Senior Planner	1.00
6	Senior Zoning Officer	1.00
7	Urban Conservation Specialist	1.00
8	Total Land Use & Resource Management FTEs	17.00

9
10 (o) *Public Works*

11		
12	CLASSIFICATION TITLE	FTE
13		
14	Account Clerk III	1.00
15	Accounting Assistant	1.00
16	Administrative Assistant – Facilities¹	1.00
17	Administrative Secretary I	1.00
18	Administrative Secretary I – Facilities	1.00
19	Assistant Buyer	1.00
20	Assistant DPW – Facilities	1.00
21	Assistant DPW - Roads	3.00
22	Assistant DPW - Shop	1.00
23	Building Maintenance Engineer I	4.00
24	Building Maintenance Engineer II	1.00
25	Building Maintenance Engineer III	4.00
26	<u>Business Services Manager</u>	<u>1.00</u>
27	County Engineer	1.00
28	Director – Central Services	1.00
29	Director of Operations – DPW	1.00
30	<u>Facilities Manager</u>	<u>1.00</u>
31	<u>Grounds Supervisor</u>	<u>1.00</u>
32	Highway/Engineering Assistant	1.00
33	<u>Highway Operations Manager</u>	<u>1.00</u>
34	Janitor I	1.50
35	Janitor III	2.00
36	Machine Operator	1.00
37	<u>Maintenance Assistant</u>	<u>5.00</u>
38	<u>Maintenance Specialist</u>	<u>2.00</u>
39	Marking/Signing Lead Worker	1.00
40	Mechanic II	4.00
41	Office/Purchasing Manager – DPW	1.00
42	Patrolman/Woman	27.00 28.00
43	Road Lead Worker	1.00
44	Senior Buyer	2.00
45	<u>Senior Maintenance Specialist</u>	<u>4.00</u>

1	Shop Lead Worker	1.00
2	Total Public Works FTEs	65.50 <u>65.00</u>

3 ¹This position is eliminated as of March 23, 2014.

4
5 (p) *Register of Deeds*

6		
7	CLASSIFICATION TITLE	FTE
8		
9	Account Clerk III	1.00
10	Clerk IV	2.50
11	Deputy Register of Deeds	1.00
12	Property Lister	1.00
13	Register of Deeds (elected)	1.00
14	Total Register of Deeds FTEs	6.50

15
16 (q) *Sheriff*

17		
18	CLASSIFICATION TITLE	FTE
19		
20	911 Systems Clerk	1.00
21	Account Clerk IV	2.00
22	Administrative Secretary	1.00
23	Administrative Secretary II	1.00
24	Business Office Supervisor	1.00
25	Captain	4.00
26	Clerk I	1.00
27	Clerk II	4.20 0.20
28	Clerk III	1.00 3.00
29	Clerk IV	2.00
30	Communications Officer	15.00 16.00
31	Communications Supervisor	3.00
32	Correctional Officer	66.00
33	Correctional Officer/Classification	2.00
34	Correctional Officer/Electronic Monitoring	6.00
35	Corrections Secretary	1.00
36	Corrections Sergeant	11.00
37	Deputy Sheriff	50.00
38	Deputy Sheriff/Court Officer	1.00
39	Deputy Sheriff/Court Security	4.00
40	Desktop Lead/Server Specialist	0.50 1.00
41	Detectives	9.00
42	Jail Administrator	1.00
43	Jail Superintendent	2.00
44	Law Enforcement Records Lead Worker	1.00
45	Law Enforcement Records Supervisor	1.00

1	Lieutenant	2.00
2	Process Specialist	3.00
3	Sergeant	8.00
4	Sheriff (elected)	1.00
5	Student Worker	0.90
6	Undersheriff	1.00
7	Total Sheriff FTEs	204.60 <u>205.10</u>

8
9 (r) *Treasurer*

11	CLASSIFICATION TITLE	FTE
13	Account Clerk I	0.05
14	Account Clerk II	2.00
15	Account Clerk IV	1.00
16	Accountant	1.00
17	Clerk III ¹	0.09
18	County Treasurer (elected)	1.00
19	Receptionist/Clerk ¹	0.19
20	Total Treasurer FTEs	5.33

21 ¹Reports to Children with Disabilities Education Board

23 (s) *UW-Extension*

25	CLASSIFICATION TITLE	FTE
27	Clerk III	2.00
28	Volunteer Organizer	1.00
29	Total UW-Extension FTEs	3.00

31 (t) *Veteran's Services*

33	CLASSIFICATION TITLE	FTE
35	Administrative Secretary II	1.00
36	Veteran's Service Officer	1.00
37	<u>Veteran's Service Specialist</u>	<u>0.50</u>
38	Total Veteran's Services FTEs	2.00 <u>2.50</u>

40 (u) Grand Total - County FTEs ~~805.13~~ 810.72

42 **PART II: Except as otherwise noted, the balance of the position changes shall be effective**
43 **as of January 1, 2014.**

45 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 12th day of
46 November 2013.

Ordinance No. 814-11/13
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 2014 Budget

II. **Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to reflect position changes which are included in the 2014 budget.

As of January 1, 2014, the total number of FTEs will be 809.72. As of June 1, 2014, the total number of FTEs will be 810.72.

III. **Is this a budgeted item and what is its fiscal impact:** Position changes, and their associated costs, are included in the 2014 budget.

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

Committee: Human Resources Committee Date: October 16, 2013

Vote: 5 – 0

County Board Meeting Date: November 12, 2013

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.

 10/28/13

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/28/13

Date
Nicole Andersen
Deputy County Administrator-Finance

ORDINANCE NO. 815 – 11/13

AMENDING SECTIONS 15-359, 15-1045 AND 15-1048 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO COMPENSATION FOR CERTAIN CDEB EMPLOYEES

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

3
 4 **PART I: That Section 15-359 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. 15-359. Special pay premiums.**

9
 10 (a) The director shall maintain schedules of the positions authorized to receive
 11 special pay premiums under this section. Schedules first established under this section, and any
 12 subsequent changes therein, shall be subject to review and approval of the committee.

13
 14 (b) Any premium listed below is paid on productive hours only.
 15

Type of Premium	How Much	Who	Special Notes
Call-in Pay	2 hour minimum; may be required to work the full two hours	hourly employees	n/a
Shift Premium	\$0.75/hour	LPN - Unit Supervisor (2 nd and 3 rd shift)	Received for any hours worked from 2:45 p.m. to 7:30 a.m.
	\$1.00/hour	RN - Unit Supervisor and Assistant Nurse Manager (2 nd and 3 rd shift)	Received for any hours worked from 2:45 p.m. to 7:30 a.m.
	\$0.25/hour	All hourly LHCC employees in nursing excluding RN's and LPN's (2 nd and 3 rd shift)	Received for any hours worked from 2:45 p.m. to 7:30 a.m.
	\$0.50/hour additional	LHCC employees assigned to a 2 nd shift CNA or CMA position as of 1-1-12	An employee moving into a 2nd shift position after 1-1-12 will not be eligible for this premium
	\$0.25/hour	Food service and reception employees, including the part-time Account Clerk I, at LHCC	Received for any hours worked with a start time of 11:30 a.m. or later.
	\$0.75/hour	Correctional or Communications Officers (2 nd shift)	Received for any hours worked from 3:00 p.m. to 11:00 p.m.
	\$0.25/hour	Correctional or Communications Officers (3 rd shift)	Received for any hours worked from 11:00 p.m. to 7:00 a.m.
	\$0.75/hour	Corrections Sergeants (2 nd and 3 rd shift)	Received for any hours worked from 2:45 p.m. to 7:00 a.m.
	\$0.20/hour	Health & Human Services (reception) working 2nd shift	Applies to a shift beginning in the reception unit on or after 12:00 p.m.

Charge Premium	\$1.40/hour	RN - Unit Supervisors	n/a
	\$1.00/hour	Communications Officers	n/a
Weekend Differential	\$5.00/hour	RN - Unit Supervisors	For an employee who works additional straight-time hours on weekends in excess of their normally scheduled weekend hours, as long as the extra hours are not a result of employee-initiated trade days. A weekend is defined as a period beginning with the 3rd shift on Friday through the 2nd shift on Sunday.
	\$4.00/hour	LPN - Unit Supervisors	For an employee who works additional straight-time hours on weekends in excess of their normally scheduled weekend hours, as long as the extra hours are not a result of employee-initiated trade days. A weekend is defined as a period beginning with the 3rd shift on Friday through the 2nd shift on Sunday.
	\$2.00/hour	All LHCC employees scheduled to work weekends excluding RN's and LPN's	For an employee who works additional straight-time hours on weekends in excess of their normally scheduled weekend hours, as long as the extra hours are not a result of employee-initiated trade days. A weekend is defined as a period beginning with the 3rd shift on Friday through the 2nd shift on Sunday.
Standby Pay	\$1.50/hour, not on a holiday	LHCC employees	n/a
	\$2.00/hour, on a holiday set forth in 15-515(b)	LHCC employees	n/a
CDEB Stipend	Up to \$5,000 annually	Assistant director of special education	For additional work beyond contract days as set forth in 15-357 (c)
	Up to \$2,500 annually	School psychologist	For additional work beyond contract days as set forth in 15-357 (c)
Summer School	\$13.67/hour Step 1 of Special Education Aide Pay Range	Special Education Aides	n/a
Extended School Year Therapy	110% of current hourly rate	Physical Therapists Occupational Therapists	n/a
Road or Marking/Signing Lead Worker Differential	\$1.00/hour	Patrolman/Woman Machine Operator	n/a

Shop Lead Worker Differential	\$0.75/hour	Mechanic II	n/a
Machine Operator Differential	\$0.50/hour	Patrolman/Woman Road Lead Worker Marking/Signing Lead Worker Mechanic II	n/a
Mechanic II Differential	\$0.50/hour	Patrolman/Woman Road Lead Worker Marking/Signing Lead Worker	n/a
Economic Support Specialist Lead Worker Differential	\$1.00/hour	Economic Support Specialists	n/a
Substitute Aide Pay	\$90/day	Substitute Special Education Aides	n/a
Substitute Teacher Pay	\$90/day	Substitute Teachers	<u>This rate applies until a substitute teacher has worked 30 continuous school days – at that time 15-1048 applies</u>
Lunchroom Pay	<u>3.13% of step 1 of lane 1 of current teacher pay schedule</u>	Teachers Physical Therapists Occupational Therapists	n/a
Student Supervision Pay	<u>Equal to Substitute Aide/Teacher daily rate</u>	<u>Lakeland School Employees</u>	<u>Applies only to non-contract days, including overnight trips on contract days.</u>

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21

PART II: That Section 15-1045 of the Walworth County Code of Ordinances is hereby amended to read as follows (additions shown by underline; deletions shown by strike-through):

“Sec. 15-1045. Miscellaneous compensation.

(a) In addition to base salary, the WCCDEB shall pay compensation for additional job assignments if made and approved by the ~~administrator~~ director – special education as prescribed herein. WCCDEB policies regarding these items will remain in effect.

~~(1) — Lunchroom duties — \$3.84 per student day;~~

~~(2)(1) Special Olympics - \$584.39~~ \$600.00 per contract year for two people;

~~(3) — Supervision of student activities on a non-contract day — \$38.12 per day;~~

~~(4)(2) Summer school and/or homebound instruction - \$19.07~~ 20.00 per hour;

~~(5)(3) PI-34 mentor - \$300 per contract year.”~~

1 **PART III: That Section 15-1048 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. 15-1048. Long term substituting.**

6
7 Certified substitutes teachers who have substituted in the same classroom for more than
8 30 continuous school days will be paid at the same rate as a teacher with a B.A. at Lane A, Step
9 1 on the salary schedule for the days worked over 30.”

10
11 **PART IV: This ordinance shall become effective as of January 1, 2014.**

12
13 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 12th day of
14 November 2013.

15
16
17
18
19
20 _____
21 Nancy Russell
22 County Board Chair

Kimberly S. Bushey
Attest: County Clerk

23 **County Board Meeting Date:** November 12, 2013

24
25 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:

 11/4/13

David A. Bretl Date
County Administrator/Corporation Counsel

 11/4/13

Nicole Andersen Date
Deputy County Administrator-Finance

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

Ordinance No. 815-11/13
Fiscal Note and Policy Impact Statement

- I. **Title:** Amending Sections 15-359, 15-1045 and 15-1048 of the Walworth County Code of Ordinances Relating to Compensation for Certain CDEB Employees

- II. **Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to set special pay premiums for certain CDEB employees.

- III. **Is this a budgeted item and what is its fiscal impact:** The cost of these changes have been incorporated into the 2014 budget.

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

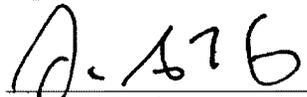
Committee: Human Resources Committee

Date: October 16, 2013

Vote: 5 – 0

County Board Meeting Date: November 12, 2013

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.

 11/1/13

David A. Bretl Date
County Administrator/Corporation Counsel

 11/4/13

Nicole Andersen Date
Deputy County Administrator-Finance

ORDINANCE NO. 816 – 11/13

AMENDING SECTIONS 15-4, 15-6, 50-2 AND 50-3 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO THE LHCC ADMINISTRATOR POSITION

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

3
4 **PART I: That Section 15-4 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. 15-4. Definitions.**

9
10 *Department head* means the holder of the following public offices and positions: each
11 elected officer, administrator – LHCC, deputy county administrator--finance, health and human
12 services director, human resources director, information technology director, land use and
13 resource management director, director--central services, UW-extension chairperson, veteran's
14 service officer, and Walworth County children with disabilities education board administrator.”

15
16 **PART II: That Section 15-6 of the Walworth County Code of Ordinances is hereby**
17 **amended to read as follows (additions shown by underline; deletions shown by strike-**
18 **through):**

19
20 **“Sec. 15-6. At-will employment.**

21
22 (f) The county administrator shall ensure that employment contracts are prepared and
23 executed for any department head hired or promoted after January 8, 2002 (excluding an elected
24 official), the Labor/employee relations director, and anyone hired through competitive means
25 pursuant to 15-316 (b) and 15-335 (a) after the date indicated into the positions identified below.

26

Position	Department	Effective Date:
HR Generalist	Administration	January 1, 2013
HR Specialist	Administration	December 11, 2007
Comptroller	Finance	December 11, 2007
Finance Manager	Finance	April 21, 2009
Payroll/Benefits Manager	Finance	December 11, 2007
Administrator - LHCC	Health and Human Services <u>Lakeland Health Care Center</u>	December 11, 2007
Deputy Director	Health and Human Services	December 11, 2007
Deputy Director	Health and Human Services	December 11, 2007
HS Manager – Aging/Long Term Care	Health and Human Services	April 21, 2009
HS Manager – Children’s Services	Health and Human Services	April 21, 2009
HS Manager - Community Support Services	Health and Human Services	April 21, 2009

HS Manager – Behavioral Health Services	Health and Human Services	January 1, 2011
HS Manager - Public Health	Health and Human Services	April 21, 2009
Manager of IT Operations	Information Technology	December 11, 2007
Deputy Director	Land Use and Resource Management	December 11, 2007
Assistant DPW Superintendent - Facilities	Public Works	April 21, 2009
Assistant DPW Superintendent - Facilities Plant Operations	Public Works	April 21, 2009
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Shop	Public Works	April 21, 2009
Director of Operations – DPW	Public Works	November 9, 2010
Office/Purchasing Manager – DPW	Public Works	November 9, 2010

1 **PART III: That Section 50-2 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. 50-2. Definitions.**

6
7 The following words, terms and phrases, when used in this chapter, shall have the
8 meanings ascribed to them in this section, except when the context clearly indicates a different
9 meaning:

10
11 ~~LHCC means the county's skilled care facility known as the Lakeland Health Care~~
12 ~~Center.”~~

13
14 **PART IV: That Section 50-3 of the Walworth County Code of Ordinances is hereby**
15 **amended to read as follows (additions shown by underline; deletions shown by strike-**
16 **through):**

17
18 **“Sec. 50-3. Duties of the director.**

19 The Director shall:

- 20
21
22 (1) Perform those duties required by law with respect to operation of the department,
23 including but not limited to day-to-day oversight of its budget, employees and
24 programs. The director shall receive policy guidance from the Board.
25
26 (2) ~~Serve as the superintendent of the LHCC.~~
27
28 a. ~~In such capacity, the director shall:~~
29

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1. ~~Receive policy guidance from the trustees concerning the LHCC.~~

2. ~~Employ such licensed staff required by law and consistent with the county's approved budget."~~

PART V: This ordinance shall become effective as of January 1, 2014.

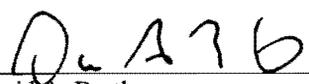
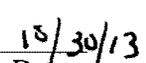
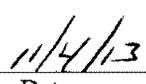
PASSED and ADOPTED by the Walworth County Board of Supervisors this 12th day of November 2013.

Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: November 12, 2013

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	Date	Date
County Administrator/Corporation Counsel	Deputy County Administrator-Finance		
If unsigned, exceptions shall be so noted by the County Administrator.			

Ordinance No. 816-11/13
Fiscal Note and Policy Impact Statement

- I. Title:** Amending Sections 15-4, 15-6, 50-2 and 50-3 of the Walworth County Code of Ordinances Relating to the LHCC Administrator Position
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to separate the Lakeland Health Care Center from Health and Human Services and to change the LHCC Administrator to a department head position.
- 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:**

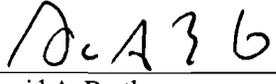
Committee: Human Resources Committee

Date: October 16, 2013

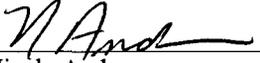
Vote: 5 – 0

County Board Meeting Date: November 12, 2013

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.

 10/30/13

Date
David A. Bretl
County Administrator/Corporation Counsel

 11/4/13

Date
Nicole Andersen
Deputy County Administrator-Finance

ORDINANCE NO. 818 – 11/13

AMENDING SECTION 15-532 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO INSURANCE PLANS

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

3
4 PART I: That Section 15-532 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. 15-532. Insurance plans.

9
10 (a) *Health insurance.* The group health insurance plans shall be subject to the
11 provisions of the plan document and shall apply to all enrolled individuals.

12
13 ~~(1) Employees hired prior to January 1, 2012 are eligible to enroll in the tier one~~
14 ~~health plan.~~

15
16 ~~(2) Employees hired on or after January 1, 2012 are eligible to enroll in the tier two~~
17 ~~health plan.~~

18
19 ~~(3) Beginning January 1, 2013, all deputy sheriff association members and sworn~~
20 ~~management staff (Sheriff, Undersheriff, Captain and Lieutenant) will move from~~
21 ~~the tier one to the tier two health plan.~~

22
23 (1) Employees paying the employee portion of the Wisconsin Retirement
24 contributions shall be eligible to enroll in the Tier 1 or Tier 2 health plan.

25
26 (2) Employees not paying the employee portion of the Wisconsin Retirement
27 contributions shall only be eligible to enroll in the Tier 2 health plan.

28
29 (3) The county shall deposit authorized Health Savings Account contributions for
30 those employees who are paying the employee portion of the Wisconsin
31 Retirement contributions and have elected the Tier 2 health plan.

32
33 a. Annual Health Savings Account contributions from the county shall be \$750
34 for a single health plan and \$1,500 for a family health plan. This county
35 contribution shall be a lump sum contribution for those employees who are
36 enrolled in Tier 2 as of 1/1/2014. The lump sum contribution is only
37 applicable to the 2014 plan year.

38
39 b. For employees hired January 2, 2014 and thereafter, employees who meet the

1 criteria established in 15-532 (a)(3) above, shall receive Health Savings
2 Account contributions from the county on a monthly basis in the amount of
3 one-twelfth of the authorized contribution for every month enrolled on the
4 Tier 2 health plan.

5
6 c. For plan years 2015 and thereafter, authorized county Health Savings Account
7 contributions, shall be distributed monthly on a prorated basis equivalent to
8 one-twelfth of the authorized annual amount for each month enrolled on the
9 Tier 2 health plan.

10
11 (4) An employee who experiences a Qualifying Life Event as established by the
12 Internal Revenue Service in Section 125 shall not have the option to switch plans
13 from Tier 1 to Tier 2 or vice versa at the time of the Qualifying Life Event.

14
15 a. For employees who experience a Qualifying Life Event, elect to move from
16 Single coverage to Family coverage, and who were eligible and received the
17 Health Savings Account single contribution under (a)(3)(a) above, the
18 employee shall receive an additional contribution of \$62.50 per month
19 commencing with the first month of family eligibility.

20
21 b. For employees who experience a Qualifying Life Event, elect to move from
22 Single coverage to Family coverage, and are eligible for the Health Savings
23 Account single contribution under (a)(3)(b) above, the employee shall be
24 eligible to receive the increased prorated family contribution established in
25 15-532 (a)(3)(b) and (c) above, commencing with the first month of family
26 eligibility.

27
28 c. For employees who experience a Qualifying Life Event, elect to move from
29 Family coverage to Single coverage, and who were eligible and received the
30 Health Savings Account family contribution under (a)(3)(a) above, no
31 adjustment shall be made to the county's contribution.

32
33 d. For employees who experience a Qualifying Life Event, elect to move from
34 Family coverage to Single coverage, and are eligible for the Health Savings
35 Account family contribution under (a)(3)(b) above, the employee shall be
36 eligible to receive the decreased prorated single contribution established in 15-
37 532 (a)(3)(b) and (c) above, commencing with the first month of single
38 eligibility.

39
40 e. In no event shall the annual county Health Savings Account contribution
41 exceed the authorized amount equivalent to the family contribution.

42
43 (5) County board supervisors shall be eligible for health insurance as allowed under
44 Section 2-45.

1
2 (b) *Dental insurance.* The group dental insurance plan shall be subject to the
3 provisions of the plan document and shall apply to all enrolled individuals, excluding teaching
4 and professional staff of the special education department.
5

6 (c) *Dental insurance for teaching staff.* A separate dental insurance plan shall be
7 provided to teaching and professional staff of the special education department, excluding hourly
8 employees. The county retains the right to change the plan and/or provider to be more cost-
9 effective at any time.
10

11 (d) An employee who retires and is eligible for retiree health insurance pursuant to
12 15-556 (a) except as identified in 15-532(e), will be eligible to remain enrolled in the health plan
13 available to them as an active employee at the time of their retirement. . During the county's
14 annual election published time, the retiree may elect to change their enrollment to any plan that
15 they were eligible for as an active employee provided those plans are still offered by the county.
16

17 (1)(e) Any deputy sheriff association or sworn management employee that was retired
18 on or before December 31, 2012 will be eligible to be enrolled in the tier one health plan. Any
19 deputy sheriff association or sworn management employee retiring on or after January 1, 2013
20 will retire under the ~~tier two health plan~~ health plan available to them as an active employee at
21 the time of their retirement. The employee may elect to change their enrollment during the
22 county's annual election time to any plan they were eligible for as an active employee provided
23 those plans are still offered by the county.
24

25 (2) ~~Effective January 1, 2013, an employee who was enrolled in the tier one health~~
26 ~~plan at the time of their retirement may elect to enroll in either the tier one or tier~~
27 ~~two health plan as a retiree."~~
28

29 **PART II: This ordinance shall supersede all previous ordinances and resolutions on the**
30 **subject, to the extent such ordinances and resolutions may conflict with this ordinance, and**
31 **shall become effective as of January 1, 2014.**
32

33 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 12th day of
34 November 2013.
35
36
37
38

39 _____
40 Nancy Russell
41 County Board Chair

Kimberly S. Bushey
Attest: County Clerk

42 **County Board Meeting Date:** November 12, 2013
43

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

Ordinance No. 818-11/13
Fiscal Note and Policy Impact Statement

- I. **Title:** Amending Section 15-532 of the Walworth County Code of Ordinances Relating to Insurance Plans
- II. **Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to clarify the eligibility requirements for the new health plans and to clarify the appropriate administration of those plans.
- III. **Is this a budgeted item and what is its fiscal impact:** Passage of this ordinance is included in the 2014 Preliminary budget.
- IV. **Referred to the following standing committee(s) for consideration and date of referral:**

Committee: Human Resources Committee

Date: October 16, 2013

Vote: 4 – 1

County Board Meeting Date: November 12, 2013

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.

 11/14/13
Date
David A. Bretl
County Administrator/Corporation Counsel

 11/14/13
Date
Nicole Andersen
Deputy County Administrator-Finance