



## PUBLIC HEARING

**TUESDAY, JANUARY 13, 2015 AT 2:00 P.M.**  
**County Board Room**  
**Walworth County Government Center**  
**100 W. WALWORTH STREET**  
**ELKHORN, WI**

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Board of Supervisors

### A G E N D A

1. Public Hearing for the Walworth County Natural Hazards Mitigation Plan: 2014-2018 Five-Year Update (Resolution No. 51-12/14 – Adopting the Walworth County Natural Hazards Mitigation Plan: 2014-2018 Five-Year Update will be considered by the County Board following the public hearing. Please see Executive Committee Item #1.)
2. Public Input and General Discussion

### WALWORTH COUNTY BOARD OF SUPERVISORS MEETING

**TUESDAY, JANUARY 13, 2015 AT 2:00 P.M.**  
**County Board Room**  
**Walworth County Government Center**  
**100 W. WALWORTH STREET**  
**ELKHORN, WI**

*Nancy Russell – Chair*  
*Rick Stacey – Vice-Chair*

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### A G E N D A – AMENDED JANUARY 6, 2015

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Invocation**

- Charlene Staples, Walworth County Board Supervisor, District #5

#### **Roll Call**

#### **Withdrawals from Agenda, if any**

#### **Approval of the Agenda**

#### **Approval of the Minutes**

- Pgs. 1-7** • December 9, 2014 County Board Meeting

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

[Pursuant to Section 2-68 (7) of the Walworth County Code of Ordinances, "Public comment shall not be permitted with respect to any zoning item that has been the subject of a previously noticed public hearing."]

### **Special Order of Business**

- Recognizing Sheriff David Graves for his service to Walworth County

### **Appointments/Elections**

1. Agriculture and Extension Education Committee
  - Pgs. 8-9 - Mary Kaye Merwin – Two-year term to begin upon confirmation and end on December 31, 2016
  - Pgs. 10-11 - Michael Krejci – Two-year term to begin upon confirmation and end on December 31, 2016
  - Pg. 12 - Sue Bellman – Two-year term to begin upon confirmation and end on December 31, 2016
  - Pgs. 13-14 - Stacy Stewart – Alternate Member – Two-year term to begin upon confirmation and end on December 31, 2016  
(Recommended by the Agriculture and Extension Education Committee 8-0 and the Executive Committee 5-0)
2. Lakeshores Library System Board
  - Pgs. 15-16 - Edgar "Skip" Mosshamer – Three-year term to begin upon confirmation and end on December 31, 2017
  - Pgs. 17-18 - Brian Broga – Three-year term to begin upon confirmation and end on December 31, 2017
  - Pgs. 19-20 - Amanda Pflug – Three-year term to begin upon confirmation and end on December 31, 2017  
(Recommended by the Executive Committee 5-0)
3. Walworth County Transportation Coordinating Committee
  - Pgs. 21-22 - Jerry Grant – Two-year term to begin upon confirmation and end on December 31, 2016  
(Recommended by the Executive Committee 5-0)

### **Communications and Matters to Be Referred**

1. Claims Received After Agenda Mailing
- Pgs. 23-41 2. Claims: a) Notice of Appeal – B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc., Assignors (To be referred to the Executive Committee)
- Pgs. 42-43 3. Correspondence from State of Wisconsin Division of Emergency Management regarding semiannual reports submitted for the second half FFY2014 (To be placed on file)
- Pg. 44 4. Correspondence from Gerald and Barbara Kramer regarding their support for Bruce Meyer's variance request on W8080 Bayview Drive (To be placed on file)
- Pg. 45 5. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
6. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
- Pg. 46 7. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)

## **Unfinished Business**

- Pgs. 47-59** 1. Res. No. 56-12/14 – Extending the Employment Contract of County Administrator David A. Bretl – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
- Pgs. 60-62** 2. Res. No. 57-12/14 – Extending the Employment Contract of Michael Cotter for Performing the Duties of Deputy Corporation Counsel – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

## **New Business**

### **Reports of Standing Committees**

#### **Agriculture and Extension Education Committee**

- Pgs. 62a-65** 1. Res. No. 62-01/15 – Authorizing Additions to Previously Established Pre-Approved Recurring Grants List – *Vote Required: Majority* (Recommended by the Agriculture and Extension Education Committee 9-0)

#### **Pg. 66 County Zoning Agency Report of Proposed Zoning Amendments**

1. Allen C. and Nancy L. Lehman, Section 9, Walworth Township. Rezone approximately 2.47 acres of A-2 to A-1, 2.13 acres of A-2 to C-1, and 3.93 acres of C-1 to A-2 – Approved: 7-0 (December 18, 2014 County Zoning Agency Hearing)
2. SS&B Investments, LLC, Jamie Stilling Stepp – Applicant, Section 13, Sugar Creek Township. Rezone an approximately 1.96 acres parcel of A-2 to B-2 – Approved: 7-0 (December 18, 2014 County Zoning Agency Public Hearing)
3. Holt Brothers, Inc., William Holt – Vice President/Applicant, Section 4, Delavan Township. Rezone approximately .27 acres of P-2 to A-1 – Approved: 7-0 (December 18, 2014 County Zoning Agency Public Hearing)

#### **Executive Committee**

- Pgs. 67-81** 1. Res. No. 51-12/14 – Adopting the Walworth County Natural Hazards Mitigation Plan: 2014-2018 Five-Year Update – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

#### **Human Resources Committee**

- Pgs. 82-83** 1. Ord. No. 910-01/15 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Deputy Director – HHS Position – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
- Pgs. 84-85** 2. Ord. No. 911-01/15 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Reclassification of a Legal Secretary Position in Administration – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)

#### **Public Works Committee**

- Pgs. 85a-85f** 1. Res. No. 60-01/15 – Approving an Amendment to the Intergovernmental Agreement for Joint Dam Operation By and Between Walworth County and the Lake Beulah Management District – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)

- Pgs. 85g-85h** 2. Res. No. 61-01/15 – Accepting the Kikkoman Corporation Donation of Two (2) 11,000 Gallon Storage Tanks for Public Works Operations – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)
- Pgs. 86-97** 3. Res. No. 63-01/15 – Approving the Lease of Farmland By and Between Walworth County and David Geils – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)

### **Reports of Special Committees**

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

### **Chairperson’s Report**

### **Adjournment**

**Kimberly S. Bushey**  
**Walworth County Clerk**

\*Supervisors and Committees: Please submit titles for the Tuesday, February 10, 2015 agenda on or before Wednesday, January 28, 2015.

\*\*Please note: Additions are underlined; deletions are ~~struck through~~.

**DECEMBER 9, 2014  
WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 2:02 p.m. in the County Board Room at the Walworth County Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following Supervisors were present: Richard Brandl, Tim Brellenthin, Kathy Ingersoll, Daniel G. Kilkenny, Kenneth H. Monroe, Joe Schaefer, Vice-Chair Rick Stacey, Charlene Staples, David A. Weber, Paul Yvarra, and Chair Nancy Russell. A quorum was established.

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

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

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

**Approval of the Minutes**

On motion by Supervisor Schaefer, seconded by Supervisor Weber, the November 12, 2014 County Board Meeting minutes were approved by voice vote.

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

There was none.

**Special Order of Business**

- Silver Water Star Community Award – Water Star Wisconsin – Andy Yench, Natural Resource Educator, University of Wisconsin Cooperative Education
- Recognizing certain retiring county employees for their service to Walworth County
  - Sheriff David Graves (Due to a conflict, Sheriff Graves will be recognized at the January 13, 2015 County Board meeting)
  - Linda Seemeyer, Director of Health and Human Services
  - Louise “Lou” Olson, Deputy Director of Land Use and Resource Management
  - Dr. David Thompson, Deputy Director of Health and Human Services (Subject to approval by the Executive Committee on December 9, 2014)
- Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Award for Fiscal Year ended December 31, 2013

Andy Yench, Natural Resource Educator from University of Wisconsin Cooperative Education, presented the Silver Water Star Award and road signs to Chair Russell. Mr. Yench stated there are only a handful of silvers in the state; and Walworth County is not far from gold status. Overall, there are 29 water stars in the state. Chair Russell thanked Fay Amerson for applying for this program.

Chair Russell recognized Linda Seemeyer, Director of Health and Human Services; Louise “Lou” Olson, Deputy Director of Land Use and Resource Management; and Dr. David Thompson, Deputy Director of Health and Human Services; and thanked them for their commitment and years of service to Walworth

County. Sheriff David Graves was not present due to a conflict; he will be recognized at the January 13, 2015 County Board meeting.

Chair Russell presented the GFOA Certificate of Achievement for Excellence in Financial Reporting Award for Fiscal Year ended December 31, 2013 to Andy Lamping, Financial Systems Administrator, and Mary Hinske, Finance Manager.

### **Appointments/Elections**

1. Genoa City Public Library Board
  - Geraldine Wuttke
  - Karen Buchs(Recommended by the Executive Committee 5-0)
2. Delavan Aram Public Library Board
  - Gail Pachucki (Recommended by the Executive Committee 5-0)
3. Transportation Coordinating Committee
  - Ken Sathern (Recommended by the Executive Committee 5-0)
4. East Troy Lions Public Library Board
  - Dr. Philip Taugher – Three-year term to begin upon confirmation and end on December 31, 2017 (Recommended by the Executive Committee 5-0)

On motion by Supervisor Weber, seconded by Supervisor Schaefer, the appointments to the Genoa City Public Library Board, Delavan Aram Public Library Board, Transportation Coordinating Committee, and East Troy Lions Public Library Board were approved by voice vote.

### **Communications and Matters to be Referred**

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

1. Claims Received After Agenda Mailing
2. Claims: a) Intervenor's Notice of Motion and Motion to Permit Inspection and Testing of Potter Pit by Environmental Design International, Inc. – In re: B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc., Assignors; b) Notice of Receiver's Motions for Entry of an Order Approving Fifth Extension of Financing Agreement, Order Authorizing Receiver to Borrow Funds or Use Cash Collateral and to Grant Additional Liens and Security Interests, and Final Order Authorizing Receiver to Borrow Funds or Use Cash Collateral and to Grant Additional Liens and Security Interests, Order Extending Time for the Receiver to File the Settlement of Receiver's Accounts, and Order Approving the Sale of Certain Assets to Dmytro Petriv and Nadiya Babyak, With All Liens, Claims and Encumbrances Attaching to the Proceeds of Sale – In re: B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc., Assignors; c) Receiver Ronald M. Carlson, Esq., Forseti Consulting, LLC, and Southwind RAS, LLC's Response to Intervenor's Notice of Motion and Motion to Permit Inspecting and Testing of Potter Pit by Environmental Design International, Inc., In re: B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc., Assignors; d) Summons and Complaint - Geneva National Community Association, Inc. and Geneva National Condominium Master Association, Inc., Plaintiffs, vs. Daniel J. Church, Jr., Stephanie L. Church, County of Walworth, Citizens Bank of Mukwonago, State of Wisconsin Department of Workforce Development, State of Wisconsin Department of Revenue, and United States of America-Internal Revenue Service, Defendants (To be referred to the Executive Committee)
3. Correspondence from the Town of Troy regarding the settlement of special assessments and charges with the municipalities (To be referred to the Finance Committee)

4. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
  - There were none.
5. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
  - Resolution No. 58-12/14 – Granting a Leave of Absence for Kevin Williams to Serve as Undersheriff – Vote Required: Majority (The Human Resources Committee will consider this resolution at a special meeting prior to the December 9, 2014 County Board meeting)
  - Resolution No. 59-12/14 – Granting a Leave of Absence for Kurt Picknell to Serve as Sheriff – Vote Required: Majority (The Human Resources Committee will consider this resolution at a special meeting prior to the December 9, 2014 County Board meeting)
  - East Troy Lions Public Library Board appointment of Dr. Philip Taugher for an additional three-year term to begin upon confirmation and end on December 31, 2017 (Recommended by the Executive Committee 5-0)
  - *Walworth County Aging & Disability Resource Center News*, December 2014 – To be placed on file
6. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)
  - Allen C. and Nancy L. Lehman, Walworth Township. Rezone approximately 2.47 acres of A-2 Agricultural District to A-1 Prime Agricultural, 2.13 acres of A-2 to C-1 Lowland Resource Conservation (Non-shoreland wetland) Districts and 3.93 acres of C-1 to A-2
  - SS&B Investments, LLC, Jamie Stilling Stepp – Applicant, Sugar Creek Township. Rezone an approximately 1.96 acres parcel of A-2 Agricultural zoned property to the B-2 General Business District for use by a concrete and excavation company
  - Holt Brothers, Inc., William Holt – Vice President/Applicant, Delavan Township. Rezone approximately .27 acres of P-2 Institutional Park District zoned area approved for a pet crematory back to the original A-1 Prime Agriculture District as required by condition if the pet crematory ceased to exist

## **Unfinished Business**

## **New Business**

## **Reports of Standing Committees**

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

1. Ord. No. 908-12/14 – Amending Section 74-131 of the Zoning Ordinance and Section 74-263 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances Relative to Lodging Facilities, Rent and Transient – *Vote Required: Majority* (Recommended by the County Zoning Agency 7-0) Amendment to Section 74-131 of the Zoning Ordinance and Section 74-263 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances relative to lodging facilities, rent and transient – Approved: 7-0 (November 20, 2014 County Zoning Agency Hearing)
2. Jodi Buckett Vanwormer – owner, Section 21, LaFayette Township. Requests to amend the 2035 Land Use Plan Map from approximately 35 acres of (AP) Prime Agricultural land use category to the (AG1) Other Agricultural Rural Residential and Other Open Lands (5 to 34 acres per dwelling) land use category – Approved: 6-1 (November 20, 2014 County Zoning Agency Hearing)
3. ML Group, LLC – Cindy Lycholat, Applicant, Section 13, Sugar Creek Township. Rezone approx. 10.78 acres of A-2 and B-2 to C-4 and C-1 in addition to a rezone approx. .26 acres of A-2 to B-2 – Approved: 7-0 (November 20, 2014 County Zoning Agency Public Hearing)
4. James Stowell – Owner/Applicant, Section 27, Spring Prairie Township. Rezone approx. 2.66 acres of A-4 to A-5 – Approved: 7-0 (November 20, 2014 County Zoning Agency Public Hearing)

Supervisor Weber offered a motion, seconded by Supervisor Stacey, to approve the County Zoning Agency of Proposed Zoning Amendments, Items 1 thru 4. Supervisor Weber asked to vote on Item 1 separately. Items 2, 3 and 4 of the County Zoning Agency Proposed Zoning Amendments were approved by voice vote as recommended by the County Zoning Agency.

Supervisor Weber stated at the Zoning committee meeting he attempted to push back the approval date of Ordinance No. 908-12/14; however, the committee reviewed the subject and agreed to approve the amendment. He said he is in agreement with that but suggested that the Zoning committee create an outline to speak to the specific issues of short term rentals to better allow the county to manage, control and identify the prospective properties that would be in question for short term rentals. Item 1, **Ordinance No. 908-12/14**, was approved by voice vote. Supervisors Monroe and Schaefer requested that their votes be recorded as “No”. [This item was reconsidered later in this meeting and a new vote was taken.]

### **Executive Committee**

1. Ord. No. 903-12/14 – Amending Chapter 2 of the Walworth County Code of Ordinances Relating to Health and Human Services Board Membership – *Vote Required: Two-thirds* (Recommended by the Executive Committee 5-0 and the Health and Human Services Board 8-0)
2. Ord. No. 904-12/14 – Creating Section 2-456 of the Walworth County Code of Ordinances Relating to Records Retention and Legal Holds on Destruction of Records – *Vote Required: Two-thirds* (Recommended by the Executive Committee 5-0)
3. Ord. No. 905-12/14 – Amending Section 2-235 of the Walworth County Code of Ordinances Relating to a Transportation Coordinating Committee – *Vote Required: Two-thirds* (Recommended by the Health and Human Services Board 7-0 and the Executive Committee 5-0)
4. Res. No. 51-12/14 – Adopting the Walworth County Natural Hazards Mitigation Plan: 2014-2018 Five-Year Update – *Vote Required: Majority* (To be referred to the Executive Committee)
5. Res. No. 56-12/14 – Extending the Employment Contract of County Administrator David A. Bretl – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
6. Res. No. 57-12/14 – Extending the Employment Contract of Michael Cotter for Performing the Duties of Deputy Corporation Counsel – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

Supervisor Brandl offered a motion, seconded by Supervisor Weber, to approve Item 1, Ordinance No. 903-12/14. On motion by Vice-Chair Stacey, seconded by Supervisor Brandl, **Ordinance No. 903-12/14** was approved by unanimous consent.

Supervisor Weber offered a motion, seconded by Supervisor Brandl, to approve Item 2, Ordinance No. 904-12/14. On motion by Vice-Chair Stacey, seconded by Supervisor Brandl, **Ordinance No. 904-12/14** was approved by unanimous consent.

Supervisor Weber offered a motion, seconded by Supervisor Monroe, to approve Item 3, Ordinance No. 905-12/14. On motion by Vice-Chair Stacey, seconded by Supervisor Brandl, **Ordinance No. 905-12/14** was approved by unanimous consent.

On motion by Supervisor Weber, seconded by Supervisor Monroe, Item 4, Resolution No. 51-12/14, was referred to the Executive Committee.

On motion by Vice-Chair Stacey, seconded by Supervisor Brandl, Item 5, Resolution No. 56-12/14, was tabled until the January 13, 2015 County Board meeting.

Administrator Bretl recommended tabling Item 7, Resolution No. 57-12/14, until the January meeting. He said he can review Mr. Cotter's contract, but he cannot give legal advice on his own contract nor can Mr. Cotter give advice on Bretl's contract. Outside counsel has been retained to work with Chair Russell on his contract. On motion by Supervisor Kilkenny, seconded by Vice-Chair Stacey, Item 6, Resolution No. 57-12/14, was tabled until the January 13, 2015 County Board meeting.

### **Finance Committee**

1. Ord. No. 906-12/14 – Amending Chapter 17 of the Walworth County Code of Ordinances to Meet Procurement Standards for Federal Awards – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
2. Ord. No. 907-12/14 – Amending Sections 30-260 and 30-262 and Creating Section 30-265 of the Walworth County Code of Ordinances Relating to Asset Policy – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
3. Res. No. 52-12/14 – Authorizing Addition to the Previously Established Pre-Approved Recurring Grants List Relative to the Wisconsin Department of Veterans Affairs County Transportation Services Grant – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
4. Res. No. 54-12/14 – Declaring the House Located at the White River County Park Surplus and Authorizing the Use of Contingency Fund Balance to Raze the Same – *Vote Required: Two-thirds* (Recommended by the Park Committee 5-0, the Public Works Committee 4-0 and the Finance Committee 5-0)

On motion by Supervisor Weber, seconded by Supervisor Brandl, Item 1, **Ordinance No. 906-12/14**; Item 2, **Ordinance No. 907-12/14**; and Item 3, **Resolution No. 52-12/14**; were approved by voice vote.

Supervisor Weber offered a motion, seconded by Supervisor Monroe, to approve Item 4, Resolution No. 54-12/14. On motion by Vice-Chair Stacey, seconded by Supervisor Weber, **Resolution No. 54-12/14** was approved by unanimous consent. Supervisor Brandl asked if the cost includes everything such as the well, bringing the casing up to the ground and wiring it so it is available for the barn. Brunner stated the price does address everything including preservation of the well, extension to grade, and electrical disconnection and service preservation.

### **Human Resources Committee**

1. Res. No. 49-12/14 – Adopting 2015 Pay Ranges for Certain Non-Represented Hourly Employees and Salaried Exempt Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
2. Res. No. 50-12/14 – Adopting 2015 Pay Ranges for Certain Casual Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
3. Res. No. 58-12/14 – Granting a Leave of Absence for Kevin Williams to Serve as Undersheriff – *Vote Required: Majority* (Recommended by the Human Resources Committee 4-0)
4. Res. No. 59-12/14 – Granting a Leave of Absence for Kurt Picknell to Serve as Sheriff – *Vote Required: Majority* (Recommended by the Human Resources Committee 4-0)

On motion by Supervisor Monroe, seconded by Supervisor Ingersoll, Item 1, **Resolution No. 49-12/14**; Item 2, **Resolution No. 50-12/14**; Item 3, **Resolution No. 58-12/14**; and Item 4, **Resolution No. 59-12/14**; were approved by voice vote.

### **Land Conservation Committee**

1. Res. No. 53-12/14 – Supporting a Change to the “Authorized Representative” Signatory for the Administration of Grant Programs on behalf of the Walworth County Land Use and Resource

Management Department – *Vote Required: Majority* (Recommended by the Land Conservation Committee 5-0)

On motion by Supervisor Brandl, seconded by Supervisor Weber, **Resolution No. 53-12/14** was approved by voice vote.

### **Public Works Committee**

1. Ord. No. 909-12/14 – Creating Section 66-200 of the Walworth County Code of Ordinances Establishing Gross Weight Limits on All County Highways in Walworth County for Vehicles Defined as Implements of Husbandry – *Vote Required: Majority* (Recommended by the Public Works Committee 4-0)
2. Res. No. 55-12/14 – Approving the Intergovernmental Agreement with the City of Elkhorn regarding the CTH NN Improvements – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)

On motion by Supervisor Monroe, seconded by Supervisor Brandl, Item 1, **Ordinance No. 909-12/14**; and Item 2, **Resolution No. 55-12/14**; were approved by voice vote.

### **Report of Special Committees**

There were none.

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

There was none.

### **Chairperson’s Report**

Chair Russell wished everyone a Merry Christmas and Happy New Year. She stated she accepted an award on behalf of the Walworth County Board from the Geneva Lake Conservancy in recognition and appreciation for preserving the White River County Park.

Supervisor Schaefer asked what the procedure was in order to reconsider Ordinance No. 908-12/14 (Item 1 under County Zoning Agency Report of Proposed Zoning Amendments). Supervisor Staples offered a motion, seconded by Supervisor Weber, to reconsider Ordinance No. 908-12/14. A roll call vote was conducted. Total votes: 11 – Ayes: 7 (Brellenthin, Ingersoll, Kilkenny, Monroe, Schaefer, Staples, and Weber); Noes: 4 (Brandl, Stacey, Yvarra, and Russell); Absent: 0. The motion to reconsider Ordinance No. 908-12/14 was approved by roll call vote.

Supervisor Weber offered a motion, seconded by Supervisor Schaefer, to approve Ordinance No. 908-12/14. Supervisor Schaefer asked Michael Cotter, Deputy Corporation Counsel/Director of Land Use and Resource Management, if each township could draft their own ordinance on this issue. Cotter stated this is a county zoning issue, and the county controls the zoning ordinance, especially in the shoreland zoning where the majority of these issues are occurring. Cotter stated this amendment clarifies the definitions which the circuit court identified. Bretl stated Supervisor Weber would like to explore this at the Zoning agency so it would have to originate at that committee, then it would come back to the board. Supervisor Weber asked if he needed a motion and second from the Board in order to continue to pursue the subject because he has discovered the county has an excess of 500 properties being rented, even though the county has ordinances in place, and there are homes being purchased purely for the purpose of short term rental. He said they need to have some kind of control, such as a possible conditional use, some kind of



**Nomination for Committee/Board/Commission Appointment**

**Committee:** Agriculture & Extension Education Committee

**Nominee:** Mary Kaye Merwin

**Address:** 303 Creekside Place

Delavan, WI 53115

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The applicant is the incumbent.

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

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment of Ms. Merwin would be for an additional term of two years.

**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: Mary Kaye Merwin

Date: 10/21/14

Mailing Address: 303 Creekside Place  
Delavan, WI 53115

Phone: 262-740-1842

**RECEIVED**

OCT 24 2014

I reside in:  the Town of \_\_\_\_\_

the Village of \_\_\_\_\_

WALWORTH COUNTY ADMINISTRATION

the City of Delavan

Please consider me for appointment to: Agriculture + Extension  
Education Committee

I am interested in serving as a citizen representative because: I believe that the Cooperative Extension System is one of our county's most valuable resources. The 3-way funding partnership also makes use of the economic resources for up-to-date, research based information and materials in agriculture, horticulture, family and consumer sciences, nutrition, youth development, leadership and community development, to name a few.

Special skills, experience or qualifications I possess related to this appointment are: I have completed a 34 year career in the Cooperative Extension System serving in 3 states and at the national level as both an educator and an administrator. As a resident of Walworth County and partner in an 160+ year family farm, I am deeply interested in helping to ensure that the needs of our county and its citizens are met in the context of changing demographics.

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.

Mary Kaye Merwin 10/23/14  
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Agriculture & Extension Education Committee

**Nominee:** Michael G. Krejci

**Address:** P.O. Box 510135

New Berlin, WI 53151-0135

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The applicant is the incumbent.

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

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment of Mr. Krejci would be for an additional term of two years.

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

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

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

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



**Nomination for Committee/Board/Commission Appointment**

**Committee:** Agriculture & Extension Education Committee

**Nominee:** Sue Bellman

**Address:** N6084 Johnson Road  
Delavan, WI 53115

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The nominee currently serves on the committee as the Farm Service Agency (FSA) and agriculture representative.

**When did/does the incumbent's current term expire?** December 31, 2014

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Reappointment of Ms. Bellman as the FSA and agriculture representative will be for an additional term of two years, extending through 12/31/2016.

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

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

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

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

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Agriculture & Extension Education Committee

**Nominee:** Stacy Stewart

**Address:** W1726 State Road 11

Burlington, WI 53105

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Robert Handel

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

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Ms. Stewart would be appointed by the board to serve as an alternate member,  
replacing Bob Handel. Her appointment would be for a term of two years.

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

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

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

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



**Nomination for Committee/Board/Commission Appointment**

**Committee:** Lakeshores Library System Board

**Nominee:** Edgar "Skip" Mosshamer

**Address:** 27 Constance Blvd.

Williams Bay, WI 53191

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Royce DeBow

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

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Mr. Mosshamer's appointment by the county board would be for a term of three  
years to begin upon appointment and end on December 31, 2017.

**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: Edgar Mossamer

Date: 3/27/13

Mailing Address: 27 Constance Blvd  
Williams Bay

Phone: 630.802.1436

I reside in:  the Town of \_\_\_\_\_  
 the Village of Williams Bay  
 the City of \_\_\_\_\_

Please consider me for appointment to: Williams Bay Library Board

I am interested in serving as a citizen representative because: civic institutions  
deserve choices of candidates for boards and offices, and  
I want to bring my knowledge & experience to local  
libraries

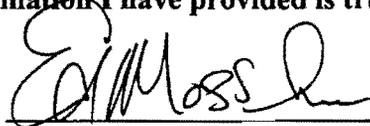
Special skills, experience or qualifications I possess related to this appointment are:

Broad experience with libraries at the local, regional &  
state levels (policies, budget, collections, technology, e-books,  
Check one of the following: purchased resources, etc.)

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

3/27/ **RECEIVED**  
Date

Feel free to attach any additional documentation to this form.

MAR 26 2013

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Lakeshores Library System Board

**Nominee:** Brian Broga

**Address:** 339 S. Creek Drive

Elkhorn, WI 53121

**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** Reappointment of Mr. Broga would be for an additional three-year term.

**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: BRIAN BROGA

Date: 12/19/11

Mailing Address: 339 S. CREEK DR  
ELKHORN, WI 53121

Phone: (262) 723-1419

I reside in:  the Town of \_\_\_\_\_

the Village of \_\_\_\_\_

the City of ELKHORN

Please consider me for appointment to: LAKESHORES LIBRARY SYSTEM  
BOARD OF TRUSTEES

I am interested in serving as a citizen representative because: I AM A  
REGULAR LIBRARY PATRON AND I WANT TO VOLUNTEER  
MY TIME TO HELP THE SYSTEM.

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

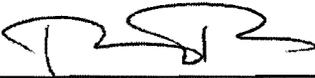
MEMBER OF THE WALWORTH COUNTY LIBRARY PLANNING COMMITTEE

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

12/19/11  
\_\_\_\_\_  
Date

*Feel free to attach any additional documentation to this form.*

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Lakeshores Library System Board

**Nominee:** Amanda Pflug

**Address:** 304 Baker Street

Elkhorn, WI 53121

**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** Reappointment of Ms. Pflug would be for an additional three-year term.

**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: AMANDA PELUG

Date: 12/03/12

Mailing Address: 304 BAKER ST  
ELKHORN, WI 53121

Phone: (262) 379-1111 (home)  
(920) 619-8156 (cell)

I reside in:  the Town of \_\_\_\_\_

the Village of \_\_\_\_\_

the City of ELKHORN

Please consider me for appointment to: LAKESHORE LIBRARY

SYSTEM BOARD

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

provide an important part to each and every  
community. I believe in reaching a reasonable  
compromise when working through concerns or issues.

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

Member of the Friends of Matheson Library and  
volunteers when able to help raise funds for the  
library or during community events.

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.

Amanda M. Pelug 12/03/12  
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

**RECEIVED**

DEC 5 2012

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Transportation Coordinating Committee (TCC)

**Nominee:** Jerry Grant

**Address:** 392 S. Buckingham Blvd.

Whitewater, WI 53190

**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** Mr. Grant's appointment by the county board would be for a two-year term of  
service.

**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: JERRY GRANT Date: 12-01-14

Mailing Address: 392 S BUCKINGHAM BLVD Phone: 262-473-2214  
WHITEWATER WI

I reside in: the Town of \_\_\_\_\_  
the Village of \_\_\_\_\_  
the City of WHITEWATER

Please consider me for appointment to (name of county committee, commission or board):  
WALWORTH COUNTY TRANSPORTATION COMMITTEE.

I am interested in serving as a citizen representative because:

WHILE A MEMBER OF THE COUNTY BOARD - SERVING ON  
THE H. H. S. COMMITTEE - AND INVOLVED IN STARTING  
THE TRANSPORTATION COMMITTEE I HAVE A STRONG INTEREST

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

EXPERIENCE WITH H. H. S. - ALSO GAINED KNOWLEDGE  
WHILE A POLICEMAN AND WORKING WITH THE PUBLIC.

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.

Jerry Grant 12-01-14  
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

2014 DEC 30 AM 9:05

STATE OF WISCONSIN: CIRCUIT COURT:

WALWORTH COUNTY:

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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: 30404

---

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

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**NOTICE OF APPEAL**

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TO: Clerk of Circuit Court  
Walworth County  
Judicial Center  
1800 County Road NN  
Elkhorn, WI 53121

Diane M. Fremgen, Clerk  
Court of Appeals  
110 E. Main Street,  
Suite 215  
P.O. Box 1688  
Madison, WI 53701-1688

Ronald M. Carlson, Esq.                      Attorneys Representing  
Forseti Consulting, LLC                      Parties and Creditors  
Southwind RAS, LLC                      Filing Proof of Claims  
c/o John L. Maier, Jr.,                      (See Attached Service  
Esq., and                      List)  
Robert Van Scoyoc, Esq.  
Sweet & Maier, S.C.  
114 N. Church Street  
P.O. Box 318  
Elkhorn, WI 53121

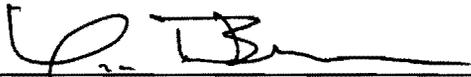
**NOTICE IS HEREBY GIVEN** that Appellant, Polo Park, LLC, by its attorneys, Godfrey, Leibsle, Blackburn & Howarth, S.C., appeals to the Court of Appeals, District II, from the final Order entered December 26, 2014, and the Order entered November 12, 2014, in the Circuit Court of Walworth County, the Honorable Phillip A. Koss, presiding, copies of which are attached hereto as Exhibits A and B, respectively, and all other nonfinal orders.

This is not an appeal within Wis. Stat. § 752.31(2).

This is not an appeal entitled to preference by statute.

Dated this 29th day of December, 2014.

GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.  
Attorneys for Plaintiff-Appellant

By:   
Lisle W. Blackbourn (1003897)

Lisle W. Blackbourn

GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.

354 Seymour Court

Elkhorn, Wisconsin 53121

Telephone: (262) 723-3220

Facsimile: (262) 723-5091

email: lblackbourn@godfreylaw.com

T:\E\AMES\Frank\Potter Pit Litigation\off copy\Receivership Action (13CV363)\notice of  
appeal-3.wpd

Adams Electric, Inc.  
c/o Mr. Benjamin Adams  
504A Nathan Ln.  
Elkhorn, WI 53121

Kenneth and Bonny Amon  
W2992 State Rd. 11  
Elkhorn, WI 53121

Anderson Pump & Process  
c/o Mr. Mark Gaeto  
21365 Gateway Ct., Suite 300  
Brookfield, WI 53045

Asphalt Research Technology d/b/a  
The EZ Street Company  
c/o Mr. Lars Seagren  
1786 N W 82<sup>nd</sup> Ave.  
Miami, FL 33126

Baumeister Trust Dated August 21,  
2001  
5065 Warren Rd.  
Burlington, WI 53105

B. R. Amon & Sons, Inc.  
c/o Mr. Tom Amon  
219 Sunset Dr.  
Elkhorn, WI 53121-1219

Capitol Scale Company  
c/o Mr. Jeff Playter  
2744 Pearl Ct.  
Sun Prairie, WI 53590

CGC, Inc.  
c/o Ms. Kim J. Lewis  
2921 Perry St.  
Madison, WI 53713

City of Delavan Clerk  
c/o Ms. Susan Kitzman  
123 S. 2<sup>nd</sup> Street  
Delavan, WI 53115

City of Plymouth Clerk  
c/o Ms. Patricia Huberty  
128 Smith St.  
P.O. Box 107  
Plymouth, WI 53073

Airgas USA, LLC  
c/o Mr. Gary A. Liggett  
6055 Rockside Woods Blvd.  
Independence, OH 44131

Amon Land Company, LLC  
c/o Mr. Tom Amon  
219 Sunset Dr.  
Elkhorn, WI 53121

Anich Lumber/Pal Steel  
c/o Mr. David Anich  
414 S. Third St.  
Palmyra, WI 53156

Badger Truck Center, Inc.  
P.O. Box 1530  
Milwaukee, WI 53201

Bearings, Inc.  
c/o Mr. Ken Dardner, II  
601 Nathan Ln.  
Elkhorn, WI 53121

Brooks Tractor, Inc.  
c/o Ms. Sue Newton  
1900 W. Main St.  
Sun Prairie, WI 53590

Cedar Lake Sand & Gravel  
c/o Mr. Eric Gilbert  
5189 Aurora Rd.  
Hartford, WI 53027

Ms. Christine Turney  
5401 N. Foothills Dr.  
Tucson, AZ 85718

City of Elkhorn Clerk  
c/o Ms. Darlene Igl  
9 S. Broad Street  
P.O. Box 920  
Elkhorn, WI 53121-0920

City of Sheboygan Clerk  
c/o Ms. Susan Richards  
828 Center Avenue  
Sheboygan, WI 53081

Amon & Sons, Inc.  
c/o Mr. Tom Amon  
219 Sunset Dr.  
Elkhorn, WI 53121

AMP Electric, Inc.  
c/o Mr. Brian Scott  
500 W. South St.  
Freeport, IL 61032

Archambault Asphalt Sealing &  
Striping  
c/o Ms. Teri Havercroft  
1430 S. Murphy Rd.  
Janesville, WI 53548

Barricade Flasher Service, Inc.  
c/o Mr. Tim Lampman  
6610 S. 13<sup>th</sup> St.  
Oak Creek, WI 53154

BP Products North America, Inc.  
c/o Mr. Steve Smithey  
30 South Wacker Dr.  
Chicago, IL 60606

Business Associates, Inc.  
c/o Mr. Gregory M. Marx  
N114 W19225 Clinton Dr.  
P.O. Box 726  
Germantown, WI 53022

Central States Pension Fund  
c/o Mr. Peter Priede  
9377 W. Higgins Road  
Rosemont, IL 60018

City of Burlington Clerk  
c/o Ms. Diahnn Halbach  
300 N. Pine St.  
Burlington, WI 53105

City of Lake Mills Clerk  
c/o Ms. Elizabeth Milbrath  
200D Water St.  
Lake Mills, WI 53551

City of Whitewater Clerk  
c/o Ms. Michele Smith  
312 W. Whitewater St., 2<sup>nd</sup> Floor  
Whitewater, WI 53190

CNH Capital America, LLC  
c/o Ms. Jennifer Jarrett  
5729 Washington Ave.  
Racine, WI 53406

Constangy, Brooks & Smith, LLP  
c/o Townsell G. Marshall  
230 Peachtree St., Suite 2400  
Atlanta, GA 30303

State of Wisconsin  
Dept. of Workforce Development  
c/o Benefits  
P.O. Box 7888  
Madison, WI 53707

Dawn M. Amon Living Trust  
c/o Ms. Stacey Bulow  
416 S. Wisconsin St.  
Elkhorn, WI 53121

EMS Industrial, Inc.  
c/o Mr. William Hinnendael  
4901 Prairie Dock Dr.  
Madison, WI 53718

Fabco Equipment Inc.  
c/o Mr. Daniel L. Rusch  
600 Hansen Rd.  
Green Bay, WI 54304

First Supply, LLC  
c/o Mr. Ted Falk  
6800 Gisholt Dr.  
Madison, WI 53713

Frawley Oil Company, Inc.  
c/o Mr. Michael Frawley  
662 East Milwaukee St.  
Whitewater, WI 53190

G5 CHS, LLC  
c/o Mr. Dan Grasser  
204 Woodland Beach Rd.  
Lake Mills, WI 53551

George Schroeder Trucking, Inc.  
c/o Mr. George Schroeder  
8855 McHenry St.  
Burlington, WI 53105

Columbia County Clerk  
c/o Ms. Susan M. Moll  
400 DeWitt St.  
Portage, WI 53901

Construction Fabrics & Materials Corp  
c/o Ms. Maureen Casey  
2525 Peiper Rd.  
Cottage Grove, WI 53527

State of Wisconsin  
Dept. of Workforce Development  
c/o Taxes  
P.O. Box 8914  
Madison, WI 53708

Dillman Equipment  
c/o Ms. Dawn R. Hillenburg  
34600 County Rd. K  
Prairie du Chien, WI 53821

Energetics, Div. of EMS Industrial, Inc.  
c/o Mr. William Hinnendael  
4901 Prairie Dock Dr.  
Madison, WI 53718

Faulks Bros. Construction, Inc.  
c/o Mr. Thomas Glinski  
E3481 Royalton St.  
Waupaca, WI 54980

Forest Landscaping & Construction, Inc  
c/o Mr. Jason Forest  
W8583 Finch Brothers Rd.  
Lake Mills, WI 53551

Adam and Jennifer Friemoth  
W2919 Cty. Rd. D  
Elkhorn, WI 53121

Gary Jacobson Trucking, LLC  
c/o Mr. Gary Jacobson, Sr.  
W6922 Hwy. B  
Lake Mills, WI 53551

Great Lakes Auction Co., Inc.  
c/o Mr. Joel J. Cielak  
9100 N. 107<sup>th</sup> St.  
Milwaukee, WI 53224

Compost Management, Inc.  
c/o Mr. Thomas Yakes  
3136 Theatre Rd.  
Delavan, WI 53115

Construction Materials Recycling, LLC  
c/o Mr. Michael Etter  
N3161 Elm Ridge Rd.  
Delavan, WI 53115

D.L. Wingers, Inc.  
c/o Mr. Darrel Wingers  
N4294 Oak Grove Dr.  
Columbus, WI 53925

Drier Trucking, Inc.  
c/o Mr. Ken Drier  
N5129 635<sup>th</sup> St.  
Ellsworth, WI 54011

Engineered Additives, LLC  
c/o Mr. Allen E. Smith  
5 South Deer Hill Run  
Sparta, NJ 07871

Fencing Plus, Inc.  
c/o Ms. Lila Birkenholz  
N7884 Sunnyside Rd.  
Sheldon, WI 54766

Forever Sandfill & Limestone, Inc.  
c/o Mr. Jon Halverson  
170 US Hwy. 51 N  
Edgerton, WI 53534

Frontier-Servco FS / Growmark, Inc.  
c/o Mr. Tom Mueller  
222 E. Puerner St.  
Jefferson, WI 53549

Gencor Industries, Inc.  
c/o Mr. Larry Maingot  
5201 N. Orange Blossom Tr.  
Orlando, FL 32810

Hanover Insurance Group  
c/o Mr. Steven J. Hirsh  
333 W. Pierce Rd., Suite 300  
Itasca, IL 60143

Hausz Bros., Inc.  
c/o Mr. Don Hausz  
P.O. Box 104  
Fort Atkinson, WI 53538

Impact Service Corporation  
c/o Mr. Ken Warren  
3811 E. Francis Ave.  
Spokane, WA 99217

J&J Baumhardt Trucking, Inc.  
c/o Mr. James Baumhardt  
W3998 Hwy. 45  
Eden, WI 53019

James Peterson Sons, Inc.  
c/o Mr. James R. Peterson  
N2251 Gibson Dr.  
P.O. Box 120  
Medford, WI 54451

Kaestner Auto Electric Co.  
c/o Mr. Steven A. Ullenberg  
W222 N757 Cheaney Dr.  
Waukesha, WI 53186

Norbert & Janice Kraemer  
W7055 County Rd. N  
Plymouth, WI 53073

Larsen Cooperative, a Div. of CHS Inc  
c/o Ms. Amy Paalman  
1104 Mulligan Dr.  
New London, WI 54961

Matt Frey, d/b/a Frey Trucking  
W8008 Perry Rd.  
Fort Atkinson, WI 53538

Means Trucking, Inc.  
c/o Mr. Robert Means  
440 Sunshine Ave.  
Delavan, WI 53115

Motion Engineering, Inc.  
c/o Mr. Mark D. Groose  
10675 Concord Center Dr.  
Sullivan, WI 53178

H.D.L. Enterprises, Inc.  
c/o Ms. Kathie Hanssen  
W4191 State Rd. 11  
Elkhorn, WI 53121

IRS Central Insolvency  
P.O. Box 7346  
Philadelphia, PA 19101-7346

J. Engineering Management  
c/o Mr. Michael E. Jaskaniec  
405 Blue Ridge Pkwy.  
Madison, WI 53705

Jerry Hepp Excavating, Inc.  
c/o Mr. Gerald L. Hepp  
1616 Lakeside Terrace  
P.O. Box 47  
Watertown, WI 53094

Koplin Excavating & Grading  
c/o Mr. Travis Hamann  
N1330 Hwy. 26  
Watertown, WI 53098

Krueger & Stienfest, Inc.  
c/o Mr. Monte Shane Krueger  
539 E. Forrest Rd.  
P.O. Box 159  
Antigo, WI 54409

Lueders Law, Ltd.  
c/o Mr. Randall Lueders  
635 Park Ave.  
P.O. Box 227  
Columbus, WI 53925

Maxim Rebuilders, Inc.  
c/o Mr. Scott Streiff  
1702 South Pine St.  
Burlington, WI 53105

MGA Research Corporation  
5000 Warren Rd.  
Burlington, WI 53105

Motion Industries  
c/o Mr. Steve Brown  
P.O. Box 1477  
Birmingham, AL 35201

Hein Reclamation & Const., Inc.  
c/o Ms. Ann Hein  
2189 Ironwood Drive  
Green Bay, WI 54304

Iverson Construction, LLC  
c/o Mr. David R. Iverson  
3190 County Hwy. N  
Cottage Grove, WI 53527

Jaeckel Bros., Inc.  
c/o Ms. Barbara Jaeckel  
N2708 Jaeckel Road  
Jefferson, WI 53549

JHGKL, LLC & Estate of Ted Junker,  
a/k/a Theodor Junker  
c/o Helga Wantschik, Special Admin.  
N7337 Cool Hill Dr.  
Elkhorn, WI 53121

Kowalski Concrete, Inc.  
c/o Mr. Edwin Kowalski  
13502 Townline Rd.  
Whitewater, WI 53190

Lake Mills Blacktop, Inc.  
c/o Mr. Tom Amon  
219 Sunset Dr.  
Elkhorn, WI 53121-1219

Markee Water Conditioning  
c/o Mr. Frank Gauger  
N3306 County Rd. H  
Lake Geneva, WI 53147

Mead Westvaco  
c/o Mr. Richard Caputo  
501 S. 5<sup>th</sup> Street  
Richmond, VA 23219

Michels Corporation  
c/o Ms. Aubrey Conrad  
817 W. Main St.  
P.O. Box 128  
Brownsville, WI 53006

Neenah Enterprises  
c/o Mr. Jeff Ness  
2121 Brooks Ave.  
Neenah, WI 54956

Otter Sales & Service, Inc.  
c/o Mr. Harold Otter  
1197 Milwaukee Ave.  
Burlington, WI 53105

Pitney Bowes Global Financial  
Services, LLC  
c/o Ms. Eva Milanowski  
27 Waterview Dr.  
Shelton, CT 06484

Racine County Clerk  
c/o Ms. Wendy Christensen  
730 Wisconsin Ave.  
Racine, WI 53403

Robert W. Braukhoff Family Trust  
Dated October 28, 2007  
9122 S. Kemmerer Rd.  
Clinton, WI 53525

Rock Road Companies, Inc.  
c/o Mr. Stephen Kennedy  
301 West B-R Townline Rd.  
Janesville, WI 53545

Scott Construction, Inc.  
c/o Mr. Steve Heiser  
P.O. Box 340  
Lake Delton, WI 53940

Super Mix  
c/o Mr. Jack Pease  
5435 Bull Valley Rd., Suite 330  
McHenry, IL 60050

Town of Bradford  
c/o Ms. Jill Bier  
2136 S. Trescher Rd.  
Avalon, WI 53505

Town of Milton  
c/o Ms. Sandra J. Kunkel  
23 First St.  
Milton, WI 53563

Town of Richmond  
c/o Ms. Barbara Ceas  
W8776 Territorial Road  
Whitewater, WI 53190

Patriot Truck Service, Inc.  
c/o Ms. Elizabeth P. Dzbinski  
P.O. Box 231  
Waterford, WI 53185

Powers Lake Construction Co., Inc.  
c/o Mr. Steven McDonald, Chapter 7  
Trustee  
7280 South 13<sup>th</sup> St., Suite 103  
Oak Creek, WI 53154

Renvick Resurfacing, LLC  
c/o Mr. Aaron Renvick  
N3625 Hwy. E  
Sullivan, WI 53178

Robin's Trucking, LLC  
c/o Robin Goessling  
W9699 Walworth Ave.  
Whitewater, WI 53190

Roland Machinery Company  
816 N. Dirksen Pkwy.  
Springfield, IL 62702

Sheboygan County Clerk  
c/o Mr. Jon Dolson  
615 N. 6<sup>th</sup> St.  
Sheboygan, WI 53081

Terra Staffing  
c/o Mr. Brian W. Hall  
340 S. Main St.  
Ft. Atkinson, WI 53538

Town of LaFayette  
c/o Ms. Barbara A. Fischer  
N6221 Tamarack Ct.  
Elkhorn, WI 53121

Town of Mitchell  
c/o Ms. Mari Born  
W8095 Parnell Road  
Cascade, WI 53011

Town of Spring Prairie  
c/o Ms. Debbie Collins  
N6097 State Rd. 120  
Burlington, WI 53105

Payne & Dolan, Inc.  
c/o Ms. Cecilia M. McCormack  
N3 W23650 Badinger Rd.  
Waukesha, WI 53188

Quality Hydro, Inc.  
c/o Mr. David C. West  
111 N. Oakridge Dr.  
P.O. Box 430  
North Prairie, WI 53155

River Country Co-op  
c/o Mr. Matthew Bartholomew  
1080 W. River St.  
Chippewa Falls, WI 54729

Rock County Court  
c/o Ms. Lori Stottler  
51 S. Main St.  
Janesville, WI 53545

S&G Trucking  
c/o Ms. Shelley Stadler  
W18895 Cedar Rd.  
Biramwood, WI 54414

St. Mary Magdalene Catholic Church  
c/o Mr. David Wanish  
242 Williams St.  
Johnson Creek, WI 53038

Tonyan Bros., Inc.  
c/o Mr. Frank P. Zebell  
5105 N. Route 31  
P.O. Box 70  
Ringwood, IL 60072

Town of Lyons  
c/o Ms. Karla Hill  
P.O. Box 337  
Lyons, WI 53148

Town of Oakland  
c/o Ms. Deanna Krause  
7426 Main St. W.  
P.O. Box 675  
Webster, WI 54893-8710

Town of Springvale  
c/o Ms. Patricia Heyer  
W10811 County Rd T  
Brandon, WI 53919

Town of Sugar Creek  
c/o Ms. Diane Boyd  
P.O. Box 287  
Elkhorn, WI 53121

Town of Troy  
c/o John Kendall, Town Chair  
W3296 CR J  
East Troy, WI 53120

Town of Waterloo  
c/o Ms. Cindy Schroeder  
N7874 STH 89  
Waterloo, WI 53594

Twin Lakes Transit, Ltd.  
c/o Ms. Karen Baumhardt  
P.O. Box 312  
Eden, WI 53019

Village of Cambridge  
c/o Ms. Lisa Moen  
200 Spring St.  
Cambridge, WI 53523

Village of Darien  
c/o Clerk  
24 Wisconsin St.  
Darien, WI 53114

Village of Kingston, unincorporated  
Dalton  
c/o Ms. Lisa Wendt  
206 S. South St. - P.O. Box 23  
Kingston, WI 53939

Village of Rio  
c/o Ms. Amy Stone  
207 Lincoln Avenue  
P.O. Box 276  
Rio, WI 53960

Village of Sharon  
c/o Ms. Diana Dykstra  
125 Plain Street  
P.O. Box 379  
Sharon, WI 53585

Village of Williams Bay  
c/o Ms. Jacqueline Hopkins  
250 Williams St.  
P.O. Box 580  
Williams Bay, WI 53191

W K Construction Co., Inc.  
c/o Mr. William Kahl  
4292 Twin Valley Rd.  
Middleton, WI 53562

Waldron Group, Inc. d/b/a Napa Auto  
Parts  
c/o Mr. Thomas W. Showers  
804 S. Main Street  
Jefferson, WI 53549

Walworth County Clerk  
c/o Ms. Kimberly S. Bushey  
100 W. Walworth St. - P.O. Box 1001  
Elkhorn, WI 53121

Wendt Trucking, LLC  
c/o Mr. Kevin Wendt  
N4422 Kielblock Rd.  
Tigerton, WI 54486

Western Culvert & Supply, Inc.  
c/o Mr. Scott Leubner  
W324 Delafield Rd.  
Oconomowoc, WI 53066

Wisconsin Dept. of Natural Resources  
c/o Mr. Kenneth Hein  
2300 N. Dr. Martin Luther King, Jr. Dr  
Milwaukee, WI 53212-3128

Wisconsin Department of Revenue  
c/o Hiram Cutting  
P.O. Box 8901  
Madison, WI 53708

Wolff Sand & Gravel, LLC  
c/o Mr. Glenn Wolfe  
N7907 Hwy. 89  
Waterloo, WI 53594

Zarnoth Brush Work, Inc.  
c/o Ms. Kathleen Mooren  
215 W. Calumet St.  
Chilton, WI 53014

Zignego Ready Mix  
c/o Mr. Tim Zignego  
W226 N2940 Duplainville Rd.  
Waukesha, WI 53186

Mr. Bradley J. Lochowicz  
Seymour, Kremer, Koch, Lochowicz &  
Duquette, LLP  
P.O. Box 470  
Elkhorn, WI 53121

Mr. Carl K. Buesing  
Hopp Neumann Humke, LLP  
2124 Kohler Memorial Dr.  
Sheboygan, WI 53081

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Carney Thorpe LLC  
2620 N. Pontiac Dr.  
P.O. Box 2000  
Janesville, WI 53547-2000

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Kohner Mann & Kailas, S.C.  
4650 N. Port Washington Rd.  
Milwaukee, WI 53212

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Michels Corp.  
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617 E. Walworth Avenue  
P.O. Box 445  
Delavan, WI 53115

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Krug Law Office  
156 South Main Street  
Medford, WI 54451

Mr. George B. Erwin, III  
Schmidt, Darling & Erwin  
2300 North Mayfair Rd., Suite 1175  
Milwaukee, WI 53226

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Law Offices of J. Edison Woods, Jr.  
208 West Green Bay St.  
Shawano, WI 54166

Mr. J. Edward Clair  
Clair Law Offices, S.C.  
617 E. Walworth Avenue  
P.O. Box 445  
Delavan, WI 53115

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Janesville, WI 53547

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Consigny, Andrews, Hemming &  
Grant, S.C.  
303 E. Court St. - P.O. Box 1449  
Janesville, WI 53547-1449

Mr. Michael Weber  
Leo & Weber  
1 N. LaSalle Street, #3600  
Chicago, IL 60602

Mr. Paul W. Rosenfeldt  
Edgerton, St. Peter, Petak & Rosenfeldt  
P.O. Box 1276  
Fond du Lac, WI 54936

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Doyle Law, LLC  
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P.O. Box 810  
Beaver Dam, WI 53916

Mr. Stephen D. Chiquoine  
Chiquoine & Molberg SC  
P.O. Box 399  
Reedsburg, WI 53959

Mr. Timothy J. Edmier  
Lawrence Kamin Saunders &  
Uhlenhop, LLC  
300 S. Wacker Dr., Suite 500  
Chicago, IL 60606

Mr. T. Michael Schober  
Schober Schober & Mitchell, S.C.  
2835 South Moorland Road  
New Berlin, WI 53151

Mr. Erin A. West  
P.O. Box 2038  
Madison, WI 53701

Attorney Mutil I. Aellil  
Nowlan & Mouat, LLP  
100 S. Main Street  
Janesville, WI 53545

Mr. Justin H. Silcox  
Alm Holding Co.  
920 10<sup>th</sup> Avenue North  
Onalaska, WI 54650

Mr. Michael D. Jankowski  
Reinhart Boerner VanDeuren, S.C.  
1000 N. Water St., Suite 2100  
P.O. Box 2965  
Milwaukee, WI 53201

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Brennan, Steil & Basting, S.C.  
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P.O. Box 1148  
Janesville, WI 53547

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Jefferson County Corporation Counsel  
Jefferson County Courthouse, Rm 209  
320 S. Main Street  
Jefferson, WI 53549

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Lueders Law Ltd.  
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P.O. Box 227  
Columbus, WI 53925

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Seymour, Kremer, Koch, Lochowicz &  
Duquette, LLP  
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Elkhorn, WI 53121

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Anderson Guerrero, S.C.  
116 E. Lake Street  
Lake Mills, WI 53551

Mr. Theodore N. Johnson  
Godfrey, Leibsle, Blackburn &  
Howarth, S.C.  
354 Seymour Court  
Elkhorn, WI 53121

Mr. John Kendall, Town Chair  
W3296 CR J  
East Troy, WI 53120

Mr. John L. Maier, Jr.  
Mr. Robert T. Van Scoyoc  
Sweet & Maier, S.C.  
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Elkhorn, WI 53121

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Olm & Associates  
P.O. Box 37  
Whitewater, WI 53190

Mr. Michael Polsky  
Beck, Chaet, Bamberger & Polsky, SC  
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Milwaukee, WI 53202

Mr. Nathan DeLaduramtey  
DeLaduramtey Law Office, LLC  
735 W. Wisconsin Ave., Suite 720  
Milwaukee, WI 53233

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Rizzo & Diersen, S.C.  
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Kenosha, WI 53144

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Kelly Law Office, S.C.  
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Leo & Weber  
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Chicago, IL 60602

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Harrison Williams McDonell, LLP  
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Ms. Cecilia M. McCormack  
P.O. Box 1028  
Waukesha, WI 53187

Mr. Laurence Rappapert  
85 Challenger Road, Suite 501  
Ridgefield Park, NJ 07660

Ms. Michelle M. Zaccard  
Assistant Corporation Counsel  
Walworth County Judicial Center  
1800 County Road NN  
Elkhorn, WI 53121

Mr. Michael J. Weber  
Law Offices of Leo & Weber, P.C.  
One N. LaSalle Street  
Suite 3600  
Chicago, IL 60602

Mr. Alexander L. Ullenberg  
Ullenberg Law Offices, S.C.  
101 Camelot Drive, Suite 2b  
Fond du Lac, WI 54935

In re:

B.R. AMON & SONS, INC.,

Case No. 13-CV-363

Case Code: 30304

Assignor.

---

In re:

AMON & SONS, INC.,

Case No. 13-CV-365

Case Code: 30304

Assignor.

---

In re:

AMON LAND COMPANY, LLC,

Case No. 13-CV-364

Case Code: 30304

Assignor.

---

In re:

LAKE MILLS BLACKTOP, INC.

Case No. 13-CV-366

Case Code 30304

Assignor.

---

**ORDER ON RECEIVER RONALD M. CARLSON, ESQ., FORSETI CONSULTING, LLC, AND, SOUTHWIND RAS, LLC'S MOTION TO ALLOW ENVIRONMENTAL TESTING UPON RECEIVERSHIP PROPERTY, AND, INTERVENORS' MOTION TO PERMIT INSPECTION AND TESTING OF POTTER PIT BY ENVIRONMENTAL DESIGN INTERNATIONAL, INC.**

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The Receiver Ronald M. Carlson, Esq. (the "Receiver"), Forseti Consulting, LLC ("Forseti"), and Southwind RAS, LLC ("Southwind"), having filed and served a Motion (the "Receiver-Southwind Motion") to Allow Environmental Testing Upon Receivership Property, and the Plaintiffs-Intervenors<sup>1</sup> (collectively, "Intervenors"), having filed and served a Motion (the "Intervenors' Motion") to Permit Inspection and Testing of Potter Pit by Environmental Design International, Inc., and both the Receiver-

---

<sup>1</sup> Frank and Patricia Eames, Co-Trustees Under the Frank or Patricia Eames Revocable Trust, Polo Park, LLC, and Glenn and Lisa Terry.

Southwind Motion and the Intervenor's Motion having come on for a hearing before the Court, the Honorable Phillip A. Koss, Walworth County Circuit Court Judge, presiding, on December 2, 2014, at 9:30 a.m., and the Intervenor's having appeared by their attorneys, Godfrey, Leibsle, Blackburn & Howarth, S.C., by Attorney Lisle W. Blackburn, and the Receiver, Forseti, and Southwind having appeared by their attorneys, Sweet & Maier, S.C., by Attorneys Robert T. VanScoyoc and John L. Maier, Jr., and the Receiver having also appeared in person, and a creditor, Hometown Bank, having appeared by its attorneys, Ullenberg Law Offices, S.C., by Attorney Alexander L. Ullenberg, and the Court being fully advised in the premises;

NOW THEREFORE, IT IS HEREBY ORDERED that the Intervenor's Motion is denied in its entirety for the reasons stated by the Court on the record during the motion hearing.

IT IS FURTHER ORDERED that the Receiver-Southwind Motion is granted for the reasons stated by the Court on the record during the motion hearing.

IT IS FURTHER ORDERED that the Receiver and Southwind may immediately proceed to close on their respective sale and purchase of the "Potter Pit" property, pursuant to the terms of the WB-13 Vacant Land Offer to Purchase entered into by and between the Receiver and Southwind as of July 24, 2014, and further pursuant to this Court's August 6, 2014 order approving said sale.

IT IS FURTHER ORDERED that Southwind, following the closing of its purchase of the "Potter Pit" property, shall conduct sampling and testing upon the shingle piles currently located on the "Potter Pit" property, in accordance with Paragraph 20 of the Receiver-Southwind Motion, and otherwise in accordance with the "Lafayette Facility Best Management Practices" document attached as "Exhibit B" to the Receiver-Southwind Motion.

IT IS FURTHER ORDERED that Southwind shall file with the Court, no later than March 13, 2015, a report regarding the results of the aforementioned sampling and testing on the shingle piles currently located on the "Potter Pit" property.

Dated this 26<sup>th</sup> day of December, 2014.

BY THE COURT:

5/  
Honorable Phillip A. Koss  
Circuit Court Judge  
Walworth County, Wisconsin

Robert T. VanScoyoc  
SWEET & MAIER, S.C.  
114 N. Church St.  
PO Box 318  
Elkhorn, Wisconsin 53121  
Telephone: (262) 723-5480  
Facsimile: (262) 723-2180  
Email: [rvanscoyoc@wisclaw.com](mailto:rvanscoyoc@wisclaw.com)

STATE OF WISCONSIN: CIRCUIT COURT: WALWORTH COUNTY:

---

In re: **FILED**  
CIRCUIT COURT  
B.R. AMON SONS, INC., NOV 12 2014 Case No. 13-CV-363  
Case Code 30304

Assignor. CLERK OF COURTS, WALWORTH CO.

---

In re: BY ELISABETH YAZBEC  
AMON & SONS, INC., Case No. 13-CV-365  
Case Code: 30304

Assignor.

---

In re:  
AMON LAND COMPANY, LLC, Case No. 13-CV-364  
Case Code: 30304

Assignor.

---

In re:  
LAKE MILLS BLACKBOP, INC., Case No. 13-CV-366  
Case Code: 30304

Assignor.

---

**ORDER ON PLAINTIFFS-INTERVENORS' MOTION FOR LEAVE TO SUE THE RECEIVER, OR IN THE ALTERNATIVE, FOR LEAVE TO INTERVENE IN THE RECEIVERSHIP, PURSUANT TO WIS. STAT. § 803.09(1)**

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The Plaintiffs-Intervenors<sup>1</sup> (collectively, "Plaintiffs"), having filed and served a motion for leave to sue Ronald M. Carlson, Esq., in his capacity as the receiver appointed in these consolidated actions, along with the other Defendants named in the Complaint and Supplemental Complaint filed by the Plaintiffs in Walworth County Circuit Court Case No. 14-CV-582, and an alternative motion to intervene and bring their claims in the consolidated receivership actions, and the same having come on for a hearing before the Court, the Honorable

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<sup>1</sup> Frank and Patricia Eames, Co-Trustees Under the Frank or Patricia Eames Revocable Trust, William and Lorraine Norem, Polo Park, LLC and Glenn and Lisa Terry.

Phillip A. Koss, Walworth County Circuit Court Judge, presiding, on October 27, 2014, at 9:30 a.m., and the Plaintiffs having appeared by their attorneys, Godfrey, Leibsle, Blackburn & Howarth, S.C., by Attorney Lisle W. Blackburn, and the receiver, Ronald M. Carlson, Esq., having appeared in person and by his attorneys, Sweet & Maier, S.C., by Attorneys Robert T. VanScoyoc and John L. Maier, Jr., and a creditor, Hometown Bank, having appeared by its attorneys, Ullenberg Law Offices, S.C., by Attorney Alexander L. Ullenberg, and the County of Walworth having appeared by its attorneys, the Walworth County Corporation Counsel, by Attorney Michelle M. Zaccard, Assistant Corporation Counsel, and Hanover Insurance Company, who has issued a reclamation bond for the Potter Pit property, having appeared by its attorneys, Law Offices of Leo & Weber, P.C., by Attorney Michael J. Weber; and the Court being fully advised in the premises;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Plaintiffs' motion for leave to sue the receiver in Walworth County Circuit Court Case No. 14-CV-582 is denied for the reasons stated by the Court on the record during the motion hearing. This is a final order for purposes of appeal, pursuant to Wis. Stat. § 808.03(1).

**IT IS FURTHER ORDERED** that Plaintiffs' motion for leave to intervene in the receivership action for purposes of asserting claims against the receiver to abate an alleged nuisance at the Potter Pit property and to enjoin alleged zoning law violations, pursuant to Wis. Stat. § 58.68(11), is denied for the reasons stated by the Court on the record during the motion hearing. This is a final order for purposes of appeal, pursuant to Wis. Stat. § 808.03(1).

**IT IS FURTHER ORDERED** that the Court shall permit the Plaintiffs to intervene in these consolidated receivership proceedings.

**IT IS FURTHER ORDERED** that the motion of the receiver, Ronald M. Carlson, Esq., Forseti Consulting, LLC, and Southwind RAS, LLC to allow environmental testing at the Potter Pit property shall be heard by the Court on December 2, 2014, at 9:30 a.m., in the courtroom of the Honorable Phillip A. Koss, Walworth County Circuit Court Judge, or whomever may then be presiding in his place, at the Walworth County Judicial Center, 1800 County Road NN, Elkhorn, Wisconsin 53121.

**IT IS FURTHER ORDERED** that any response of the Plaintiffs to the motion to allow environmental testing upon the Potter Pit property shall be filed on or before November 14, 2014. The receiver, Ronald M. Carlson, Esq., Forseti Consulting, LLC, and Southwind RAS, LLC may file a reply to the Plaintiffs' response to the motion to allow environmental testing at the Potter Pit property on or before November 21, 2014.

Dated this 12 day of Nov, 2014.

BY THE COURT:

  
\_\_\_\_\_  
Honorable Phillip A. Koss  
Circuit Court Judge  
Walworth County, Wisconsin

Lisle W. Blackburn  
GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.  
354 Seymour Court  
Elkhorn, Wisconsin 53121  
Telephone: (262) 723-3220  
Facsimile: (262) 723-5091  
email: lblackbourn@godfreylaw.com

T:\EAMES\Frank Potter Pit Litigation\off copy\drafts\order on mot for leave to sue receiver or intervene-2.docx

Case Caption (Case Name)  
In re: B. R. Amon & Sons, Inc.

RECEIVED  
WALWORTH COUNTY CLERK

**DOCKETING STATEMENT**

13-CV-363, 13-CV-364, 13-CV-365  
Circuit Court Case No. 13-CV-366

2014 DEC 30 AM 9:05

Case Number Issued by Court of Appeals

<p>Appellant(s) (Cross-Appellant) Polo Park, LLC</p>	<p>Attorney's Name and Address Lisle W. Blackbourn Godfrey, Leibsle, Blackbourn &amp; Howarth, SC 354 Seymour Court Elkhorn, WI 53121</p> <p>Attorney's Telephone Number (262) 723-3220</p>	<p>(Space for file stamp.)</p>
<p>Respondent(s) (Cross-Respondent) Ronald M. Carlson, Esq., Forseti Consulting, LLC and other parties and creditors (See attached service list)</p>	<p>Attorney's Name and Address John L. Maier, Jr. Robert Van Scoyoc Sweet &amp; Maier, S.C. 114 N. Church Street P.O. Box 318 Elkhorn, WI 53121 <b>AND SEE ATTACHED SERVICE LIST</b></p> <p>Attorney's Telephone Number (262) 723-5480</p>	

**CRITERIA FOR EXPEDITED APPEALS**

- This Docketing Statement is used solely to determine whether an appeal should be placed on the expedited appeal calendar. The respondent is not required to respond to the Docketing Statement. Generally, an appeal is appropriate for the expedited appeal calendar if:
  1. no more than 3 issues are raised;
  2. the parties' briefs will not exceed 15 pages in length; and
  3. the briefs can be filed in a shorter time than normally allowed.
 These requirements can be modified somewhat in appropriate cases.
- Parties should assume that the appeal will proceed under regular appellate procedure unless the court notifies them that the appeal is being considered for placement on the expedited appeals calendar.

**JURISDICTION**

Has judgment or order appealed from been "entered" (filed with the clerk of circuit court)?

Yes  No If yes, date of entry November 12, 2014

Is appeal timely? (See §808.04, Wisconsin Statutes)

Yes  No

Is judgment or order final (does it dispose of the entire matter in litigation as to one or more of the parties)?

Yes  No (If "no", explain jurisdiction basis for appeal on separate sheet.)

**NATURE OF ACTION – Briefly describe the nature of action and the result in circuit court:**

The case involves a former gravel pit where the defendants, the receiver and the debtor property owner before him, permitted large stockpiles of construction waste to accumulate. Plaintiffs moved for leave to bring an independent action, or alternatively to intervene in this receivership action, to sue the receiver for nuisance and to bring a statutory claim for enforcement of zoning regulations under Wis. Stat. §. 59.69(11). The circuit court denied the plaintiffs leave to bring an independent action and their motion to assert these claims in the receivership action, thus depriving plaintiffs of any forum for their claims.

**ISSUES – Specify the issues to be raised on appeal: (Attach separate sheet if necessary.)**

(Failure to include any matter in the docketing statement does not constitute waiver of that issue on appeal. The court may impose sanctions if it appears available information was withheld. Court of Appeals Internal Operating Procedures, sec. VII(2)(b).)

1. Did the circuit court err by granting dismissal of the plaintiffs' complaint on the basis that it was "speculative" and not supported by evidence, when no summary judgment was pending?
2. Did the circuit court err by denying plaintiffs leave to sue the receiver in an independent action?
3. Did the circuit court err by denying plaintiffs leave to sue the receiver as intervenors in the receivership action?
4. Did the circuit court deprive plaintiffs of due process, access to a forum, or right to a remedy by denying both their motion to sue the receiver in a separate action and their motion to bring their claims in the receivership?
5. Did the circuit court err in "balancing" plaintiffs' right to bring their statutory zoning enforcement and nuisance claims against the receiver's claimed duties to "manage a business" under Wis. Stat. ch. 128?

**STANDARD OF REVIEW – Specify the proper standard of review for each issue to be raised, citing relevant authority:**

1. Dismissal of a complaint for failure to state a claim is reviewed de novo. *Data Key Partners v. Permira Advisers, LLC*, 2014 WI 86, ¶ 17, 356 Wis. 2d 665, 849 N.W.2d 693.
2. Whether to grant leave to sue a receiver in an independent action lies within a circuit court's discretion. *M & I Marshall & Ilsley Bank v. Urquhart Companies*, 2005 WI App 225, ¶ 26, 287 Wis. 2d 623, 707 N.W.2d 335.
- 3 & 5. Whether a party is entitled to intervene in an action as a matter of right is a question of law reviewed de novo. *Id.*, 2005 WI App 225, ¶ 6; Wis. Stat. § 803.09(1).
4. Given a set of undisputed facts, whether a trial court's order violates a party's constitutional rights is an issue of law reviewed de novo. *Predick v. O'Connor*, 2003 WI App 46, ¶ 10, 260 Wis. 2d 323, 660 N.W.2d 1.

Do you wish to have this appeal placed on the expedited appeals calendar? (See *Criteria For Expedited Appeals*.)

Yes     No    If "no", explain : does not meet criteria

Will a decision in this appeal meet the criteria for publication in Rule 809.23(1)?

Yes     No

Will you request oral argument?

Yes     No

List all parties in trial court action who will not participate in this appeal:

<u>Party</u>	<u>Attorney's Name and Telephone Number</u>	<u>Reason for not Participating</u>
Frank and Patricia Eames, Co-Trustees Under the Frank or Patricia Eames Revocable Trust	Lisle W. Blackburn, 262-723-3220	Decline to appeal
William and Lorraine Norem	Lisle W. Blackburn, 262-723-3220	Decline to appeal
Glenn and Lisa Terry	Lisle W. Blackburn, 262-723-3220	Decline to appeal

Are you aware of any pending or completed appeal arising out of the same or a companion trial court case that involves the same facts and the same or related issue?

Yes     No    Name of Case Eames v. Carlson, Walworth County Case No. 14-CV-582

Appeal Number Appeal filed simultaneously



Signature of Person Preparing Docketing Statement

Lisle W. Blackbourn (1003897)

Name Printed or Typed

December 29, 2014

Date

**Appellant Note:**

**You MUST** attach a copy of the following trial court documents to this form:

1. Trial court's judgment or order and findings of fact.
2. Conclusions of law.
3. Memorandum decision or opinion upon which the judgment or order is based.

**You MUST** also furnish all opposing counsel with a copy of this completed Docketing Statement and attached trial court documents.



**STATE OF WISCONSIN**  
*DEPARTMENT OF MILITARY AFFAIRS*  
**DIVISION OF EMERGENCY MANAGEMENT**

Brian M. Satula  
Administrator

Scott Walker  
Governor

Bennett J. Schliesman  
Southeast Regional Director

24 Hour Emergency Hotline 1-800-943-0003

**RECEIVED**

DEC 12 2014

**WALWORTH COUNTY BOARD**

December 5, 2014

Ms. Nancy Russell  
Walworth County Board Chairperson  
P.O. Box 1001  
Elkhorn, WI 53121

Dear Ms. Russell:

The Southeast Regional office of Emergency Management has received and reviewed semiannual reports submitted by county directors of Emergency Management for the **second half FFY2014**. This period of time includes **April 2014 through September 2014**. The following is an excerpt from the Southeast Regional report as it relates to your county.

**WALWORTH COUNTY**

During the second-half Plan of Work, the Walworth County Emergency Management Director finished completing all required FY2014 Plan of Work activities including the review and update of: the County's Comprehensive Emergency Management Plan (CEMP) Basic Plan, ESFs 1-24, the EOC Contact List; 17 EPCRA off-site facility plans, the creation of 14 new off-site facility plans and the update of the County's Special Events List.

Outreach activities included: Tornado and Severe Weather, EPCRA and Heat & Cold. The County EM Director participated in three exercises; two regional exercises: the WI Dept. of Health/WHEPP Region 7 Bacillus Anthracis Threat 2014 (BAT-14) Functional Exercise, and the SE Tri-County Tornado Tabletop Exercise; a local functional exercise was also held at Inspiration Ministries in conjunction with the Walworth Fire Department.

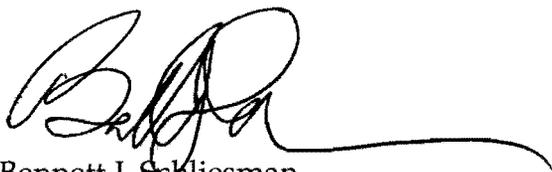
The EM Director has been actively involved with the Greater Lake Geneva Public/Private Partnership and has been working diligently throughout the year on the county's All Hazard Mitigation Plan which was recently approved by WEM and FEMA.

The next step is adoption by the Walworth County Board and then the municipalities, in order to reap the benefits of mitigation grants prior to and after a disaster. Additionally, Lt. Ennis has been working with the ARES/RACES group and is participating in collaboration projects with the other SE Region counties such as developing Incident Action Plans for key events and is starting to work on a major Recovery Support Function to help expedite the recovery process after a disaster. Lt. Ennis is also Secretary of the Wisconsin Emergency Management Association.

The Walworth County Emergency Management Director continues to exceed the minimum EMPG and EPCRA grant requirements. Payment of EMPG and EPCRA grants is recommended for the FY2014 second-half reporting period.

If you have any questions regarding your County's Emergency Management Plan of Work, or my comments in this report, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Schliesman', with a long horizontal flourish extending to the right.

Bennett J. Schliesman  
Southeast Region Director  
Wisconsin Emergency Management

Cc: Walworth County EM Director  
Regional office file

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

**RECEIVED**

DEC 26 2014

WALWORTH COUNTY ADMINISTRATION

December 22, 2014

Dear Supervisors:

Re: Bruce Meyer's Variance Request on W8080 Bayview Drive

As prospective buyers of the W8080 Bayview Drive, Whitewater, WI house, we are writing this letter in support of the Bruce Meyer variance request on this property. These variances are important to us as future owners of the property. It was the property as a whole, as it exists now, that has attracted us to it.

After our offer was accepted by the Meyers, we met with Mr. Darrin Schwanke of the zoning department and became aware of the need to request this variance from the Zoning Committee. As buyers we offered to pay for the professional survey and the Meyers would request the variances. We trust that the spirit of goodwill will continue to be the experience of all parties involved.

In the future as we make this property our permanent home, we will come to you again, seeking to comply with all regulations, policies, and processes. We thank you for your favorable action on the Meyer variance request.

Sincerely,



Gerald and Barbara Kramer

134 Toppin Drive

Hilton Head Island, SC 29926



January 13, 2015 – Walworth County Board Meeting

County Clerk

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

**Kimberly S. Bushey**  
County Clerk

- There were none.

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 and County Land Use Plan 2035 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
Charles B. Moelter Family Trust & Moelter Foundation	Lyons Township Parts of Tax Parcels N LY-33-2 & 2A1	Rezone approx. 3.7 acres of A-1 Prime Agricultural District to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District for a boat storage facility. Rezone approx. 1.5 acres of A-1 to C-2 Upland Resource Conservation District, 7.1 acres of M-3 Mineral Extraction District to C-2, 18.3 acres of M-3 to A-1 and 1.7 acres of C-2 to A-1 for return of a material barrow site to A-1, recreational camp, and agricultural landing strip.	January 13, 2015

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](http://www.co.walworth.wi.us)).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
 County Clerk

cc: County Supervisor Joe Schaefer



**Policy and Fiscal Note**  
**Resolution No. 56-12/14**

- I. Title:** Extending the Employment Contract of County Administrator David A. Bretl
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to extend the County Administrator's contract through December 31, 2017. The attached Agreement continues Bretl's employment relationship with the following changes to his current Agreement:
1. Subject to satisfactory job performance, Bretl would be entitled to a 1.9 percent raise (to both base salary and the Corporation Counsel compensation) in 2015, 2016 and 2017.
  2. The parties would negotiate a contract extension in 2016.
- III. Budget and Fiscal Impact.** Bretl's recent salary history is as follows:

	<b>County Administrator Salary</b>	<b>Corporation Counsel Salary</b>
2011	142,376	23,000
2012	142,376	23,000
2013	145,224	23,460
2014	148,128	23,929

Provided this contract is approved, Bretl would be entitled to the following compensation, assuming satisfactory performance:

	<b>County Administrator Salary</b>	<b>Corporation Counsel Salary</b>
2015	\$150,942	\$24,383
2016	153,809	24,846
2017	156,731	25,318

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

Committee: Executive Meeting Date: November 17, 2014

Vote: 5 - 0

County Board Meeting Date: December 9, 2104

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.			
	12/8/14		1/6/15
Date		Date	

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective June 1, 2012, and extended herein effective January 1, 2015, by and between Walworth County (the "County") Wisconsin and David A. Bretl ("Bretl").

**WHEREAS**, the County desires to employ Bretl as County Administrator and Corporation Counsel, as allowed by Wis. Stat. §§ 59.03, 59.04, and 59.51, and Bretl is willing to render services to the County on the terms and conditions of employment as set forth below.

**NOW, THEREFORE**, in consideration of the promises, terms, and conditions hereof, the County and Bretl agree as follows:

1. Employment. The County employs Bretl, Bretl accepts such employment with the County upon the terms, and conditions hereinafter set forth. Bretl represents and warrants that neither the execution by him of this Agreement nor the performance by him of his duties and obligations hereunder will violate any agreement to which he is a party. The County and Bretl agree that his employment shall be at will, which means that either party may, at any time, for any reason, decide to terminate the relationship. The only limitation to this at will employment is specified in Paragraph 9. Bretl agrees that by entering into this Agreement he is knowingly, voluntarily, and intentionally waiving the statutory protections provided for by Wis. Stats. §§ 17.10(2), 59.18(7), and 59.42 and any other personnel ordinance of the County relating to termination of employment. Bretl further represents that he is an attorney and understands the legal effect of waiving his rights under this section. This Agreement shall supersede all agreements by and between Bretl and the County entered into prior hereto.

2. Term. The term of employment hereunder shall commence on June 1, 2012, and shall end on December 31, 2017, unless terminated by either party pursuant to Paragraph 9 of this Agreement.

3. Duties. Bretl is employed as the County Administrator and Corporation Counsel of Walworth County and shall render his services at the principal business offices of the County located at Elkhorn, Wisconsin. As County Administrator of the County, Bretl has full responsibility and authority as defined in Wis. Stat. § 59.18, the County Code of Ordinances, and in the job description attached hereto as Exhibit A. As Corporation Counsel of the County, Bretl has full responsibility and authority as defined in Wis. Stat. § 59.42 and the Walworth County Code of Ordinances. The County Code of Ordinances and the attached job description may be

amended from time to time by the County Board at its sole discretion and Bretl may thereby be required to perform such duties as delegated to him by the County Board.

Bretl has and will maintain his own automobile; he has and will maintain a valid driver's license; and, he has and will maintain an adequate level of automobile collision insurance consistent with County policies.

4. Reporting Obligations as Corporation Counsel. As Corporation Counsel, Bretl shall supervise all employees in the office of Corporation Counsel and all employees of said office shall report directly to Bretl. Bretl shall report to and be supervised in the position of Corporation Counsel by the County Board Chair. The Chair shall give a report on Bretl's performance as Corporation Counsel on or before November 1 of each year to the Executive Committee of the Board. Bretl shall be directed by the Chair as Corporation Counsel, be responsible at all times to the Chair and, in the absence of the Chair, to the Vice Chair of the County Board.

5. Performance Evaluation. Annually, the County Board Chair, in coordination with the Executive Committee, shall define such goals and performance objectives for Bretl in both capacities as Administrator and Corporation Counsel and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and performance objectives shall generally be obtainable within the time limitations specified, within the annual operating and capital budgets and appropriations provided by the County, and within the scope of authority of the position. Bretl shall have an opportunity to present his ideas prior to the reduction to writing of the goals and objectives.

The County Board Chair, in coordination with the Executive Committee, shall review and evaluate Bretl's performance at least once annually no later than November 1. Said review and evaluation shall be in coordination with specific criteria developed by the County and shall take into account the above-referenced goals and objectives. Other evaluation criteria may be added to or deleted from as the County, from time to time, determines. The County Board Chair, in coordination with the Executive Committee, shall provide Bretl with a written summary statement of the annual performance evaluation of the County Board Chair in coordination with the Executive Committee, and provide an adequate opportunity for Bretl to discuss his evaluation with the County Board Chair and Executive Committee. This evaluation may be used by the County in determining increases in compensation for Bretl. In effecting the provisions of this

section, the County and Bretl mutually agree to abide by the provisions of applicable law and the relevant county personnel policies, subject to the provisions of Paragraphs 10 of this Agreement.

6. Outside Employment. Bretl shall devote all necessary working time, ability, and attention to the business of the County during his employment with the County. The County hereby grants Bretl the right to receive compensation for outside employment in the areas of teaching, consulting and writing, provided that none of the work is done or paid for by Walworth County, that no County resources are used in said endeavors, and that such employment does not conflict with County interests. Bretl retains sole ownership of any products of these endeavors, such as published writings.

7. Compensation. As compensation for his services rendered pursuant to this Agreement, Bretl shall be entitled to receive the following:

a. Salary.

(1) In consideration of performance of his duties as County Administrator, the County shall pay Bretl, at the commencement of this Agreement, a salary at the rate of \$142,376 per annum, effective January 1 (the "Salary") payable biweekly. Provided Bretl's performance is satisfactory, he shall be entitled to a two percent (2%) salary increase on January 1, 2013 and a two percent (2%) increase on January 1, 2014, and a 1.9% increase on January 1, 2015, and a 1.9% increase on January 1, 2016, and a 1.9% increase on January 1, 2017, over the prior year's salary. Any decision to deny a salary increase shall be based upon Bretl's performance and reasons therefore shall be provided in writing to Bretl by the County Board.

(2) In consideration of performance of his duties as Corporation Counsel and in addition to the salary specified in Paragraph 7 a (1), the County shall pay Bretl a salary at the rate of \$23,000 per annum, effective January 1 ("Corporation Counsel Compensation"). Corporation Counsel Compensation shall be payable bi-weekly. Provided Bretl's performance as Corporation Counsel is satisfactory, he shall be entitled to a two percent (2%) increase in his Corporation Counsel Compensation effective January 1, 2013, and a two percent (2%) increase on January 1, 2014, and a 1.9% increase on January 1, 2015, and a 1.9% increase on January 1, 2016, and a 1.9% increase on January 1, 2017. It is the intention of the Parties that Bretl

serve as both County Administrator and Corporation Counsel during the term of this Agreement. Bretl and the County agree to cooperate and use their best efforts in order that Bretl can serve in both capacities.

b. Benefits.

Except as otherwise provided herein, as County Administrator Bretl shall be permitted to participate in any and all Employee Benefit Plans, including, but not limited to, health and medical insurance, paid holidays, group term life insurance, disability insurance, retirement plan contributions, vacation and sick time, as may be in effect for Department Heads of the County. Bretl acknowledges that provision of these benefits by the County is subject to change at any time with or without notice by the County and that these benefits are provided solely at the County's discretion; however, the County agrees to provide benefits to Bretl consistent with benefits provided to Department Heads of the County. At the commencement of the contract, Bretl shall be credited with such sick time and accrued vacation that he earned under his previous contract with the County.

8. Business Expenses. The County shall reimburse Bretl for all business expenses incurred in the performance of his duties under this Agreement in a manner consistent with the County-wide policies for reimbursing business expenses in effect at any relevant time. Consistent with the County's practices, an annual budget has been and will be established for Bretl's incurrence of necessary business expenses, such as gas and mileage reimbursement of his automobile (excluding the cost of Bretl's commute to work), commercial travel needs, meals, lodging and registration for seminars, conventions, membership dues and subscriptions to professional journals related to his work. The County further agrees that it will pay for Bretl's continuing legal education (CLE) so he may maintain a current Wisconsin law license and shall also pay for his malpractice insurance, if any is required. The County shall pay Bretl's membership in the International City/County Management Association (ICMA).

9. Termination. While it is the intent of both parties to this Employment Agreement that Bretl serve in the dual capacity of County Administrator and Corporation Counsel, during the term of this Agreement his employment in the dual role of Administrator and Corporation Counsel may be terminated as follows:

a. By the County Administrator and Corporation Counsel.

Bretl agrees to serve in both capacities as County Administrator and Corporation Counsel for a period ending on December 31, 2017. It is agreed by the parties that if Bretl wishes to terminate his employment as County Administrator, he must also simultaneously terminate his job as Corporation Counsel.

In the Event that Bretl decides to terminate his job as County Administrator before the expiration date set forth, he must terminate his employment by written notice and by giving the County 45 days advance notice, which notice shall be given to the Chair of the County Board. Bretl shall receive any compensation and benefits accrued to the date of termination, calculated in the same manner as Department Heads of the County, and shall not be entitled to any compensation beyond the actual date of termination. The County Board, however, at its sole discretion, may elect to relieve Bretl of his duties under this Agreement prior to the expiration of the 45-day notice period, in which event the County shall pay continued compensation for the remainder of the 45 days. Bretl shall not be entitled to any compensation beyond the actual date he ceases performing his duties as County Administrator under this Agreement.

In the event that Bretl wishes to continue his job as County Administrator but wishes to terminate his job as Corporation Counsel, he must give written notice of that intent to the Chair of the County Board 45 days in advance of the termination. He shall continue receiving his compensation as Corporation Counsel during that 45-day period, unless the County Board, at its sole discretion, elects to relieve him of his duties as Corporation Counsel prior to the expiration of the 45-day period. If he is relieved of duties as Corporation Counsel in these circumstances, while still retaining his job as County Administrator, the County will not be required to pay him his salary as Corporation Counsel during the remainder of the 45-day period.

b. By the County without Cause.

The County Board, by majority vote, may at any time, without cause, but for any lawful reason or for no reason, provided the removal is otherwise lawful, remove Bretl from both the County Administrator position and the Corporation Counsel position and may terminate this Agreement prior to December 31, 2017, subject only to the following notice provision. The County Board must provide Bretl with 180 days advance written notice of termination or, in the alternative, must pay Bretl any continued compensation as described in Paragraph 7 for any reduction in the notice period. For example, if the County gives Bretl 90 days' advance written

notice, it must then pay Bretl 90 days' continuing compensation. If the County Board gives Bretl no advance written notice of termination, it must pay him 180 days' continuing compensation. Continued compensation will not include any additional accrual of sick or vacation pay beyond the last day on which services are performed.

In the event the County gives Bretl advance written notice of termination as County Administrator and Corporation Counsel and Bretl requests to be released from his duties under this Agreement prior to the expiration of the advance notice, the County shall honor Bretl's request, in which case no continuing compensation will be paid to Bretl by the County.

In the event that the County Board, by majority vote, wishes to terminate Bretl's employment as Corporation Counsel but wishes to retain Bretl as County Administrator, it may remove him as Corporation Counsel at any time without cause, but for any lawful reason or for no reason, provided the removal is otherwise lawful, by giving him 180 days' advance written notice of termination of that position. The County Board, at its sole discretion, may relieve him of his Corporation Counsel duties prior to the expiration of the 180-day period. The County shall continue to pay Bretl his salary as Corporation Counsel for the remainder of the 180-day period, even if the County Board elects to relieve him of his duties as Corporation Counsel prior to the expiration of the period.

c. By the County with Cause.

Notwithstanding any other provisions of this Agreement, the County Board may terminate the employment of Bretl from both the County Administrator job and the Corporation Counsel job at any time "for cause" as defined herein. It is agreed that if cause exists to terminate him from either job, it will be deemed that cause exists to terminate him from both jobs and to thereby terminate his employment. In the event that his employment is terminated for cause, Bretl will only be paid his compensation and benefits through the end of the payroll period in which he is terminated.

For the purposes of this contract Agreement, "cause" for termination shall consist of any of the following types of conduct committed by Bretl:

- i. intentional misappropriation of County funds, for personal or unauthorized use by himself or others;
- ii. commission of an illegal act as defined by state or federal criminal statutes;
- iii. material failure to perform his statutory duties;

- iv. material breach of this Agreement;
- v. physical or mental illness incapacity as defined in this Agreement;
- vi. three (3) repeated acts of unsatisfactory conduct, each of which acts must have been the subject of a separate written notice to him by the County Board, by majority vote on each such notice.

In the event that the County Board wishes to consider terminating Bretl for cause, it shall pass a resolution by majority vote authorizing the Chair of the Board to make a written notice of the charges creating the cause for discharge. The notice shall also give a summary of the evidence relied upon for each charge for the allegation of cause. The notice shall then be served upon Bretl. Bretl shall have ten (10) days from receipt of the notice to request a conference with the County Board Chair to review the charges and to present arguments and evidence against the charge. At said conference, both the Chair and Bretl may have independent legal counsel present. After the conference, or if none is requested, the County Board Chair will take the matter back to the County Board for its review in closed session, pursuant to Wis. Stat. § 19.85(1)(b). The review will not be a hearing and will not require or permit testimony by Bretl. Bretl would also be permitted to submit a written response to the Board prior to any vote on removal. The County Board may then issue a notice of termination of employment for cause to Bretl and shall give Bretl a written notice of its decision, setting forth a date for the discharge. In the event that Bretl disagrees with the decision of the County Board, he shall have the right to institute a civil action against the Board, to challenge whether cause existed for his termination.

Bretl agrees that the processes set forth herein comply with all constitutional due process provisions and that he waives any claim of additional due process protections or procedures in the event that he is terminated for cause.

d. Physical or Mental Illness Incapacity.

Bretl's Agreement shall be terminable by the County, without notice, as a result of Bretl's incapacity due to physical or mental illness, on the earlier of either:

- i. the date when Bretl is eligible for coverage under the County's long-term disability insurance plan; or
- ii. the date when Bretl shall have been absent from his duties hereunder on a full-time basis for a period of ninety (90) consecutive calendar days. Bretl

agrees that he waives any claim of accommodation under the state or federal disabilities law once he has been absent for the aforesaid ninety (90) days.

e. Death.

Bretl's employment under this Agreement shall terminate as a result of his death. The designated beneficiary or beneficiaries shall be entitled to receive any due and owing compensation. The rights under the Benefit Plans and Programs of the County shall be determined in accordance with the terms and provisions of such plans and programs.

10. Conflict of Interest. In the event a conflict of interest arises as a result of Bretl's duties as Administrator and Corporation Counsel, the parties agree that the County will employ outside counsel to represent the County. For purposes of this section, a conflict of interest shall be defined as SCR Chapter 20 Rules of Professional Conduct for Attorneys and is administered by the Wisconsin State Bar and Wisconsin Supreme Court. Bretl shall be responsible for complying with his ethical responsibilities in the event any of his duties as Corporation Counsel create a conflict of interest with his duties as County Administrator. In the event of a conflict of interest, Bretl's duties as Administrator shall be paramount and either he or the County Board may recommend the retention of outside counsel to handle any legal problems that would otherwise be handled by the Corporation Counsel. In addition, Bretl shall take care to avoid any appearance of a conflict of interest. In such cases, he shall consult with the County Board Chair as to how best to proceed with the issue.

Nothing herein shall preclude the County from retaining outside counsel from time to time to answer specifically the problems that may arise, or from having its insurance carrier provide counsel, even if no conflict of interest exists. The County shall consult with Bretl in such circumstances.

11. Notices. Any Notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage pre-paid, with return receipt requested. Mailed Notices shall be addressed as follows:

If to the County:

County Board Chair  
Walworth County Government Center  
Post Office Box 1001  
Elkhorn, WI 53121

If to the County Administrator: David A. Bretl  
3359 North Menomonee River Parkway  
Wauwatosa, WI 53222

Either party may change its address for notice by giving notice in accordance with the terms of this Paragraph.

12. Indemnification/Defense. To the extent authorized by Wisconsin Statutes, the County shall defend and indemnify any and all demands, claims, suits, actions, and legal proceedings brought against the County Administrator (a) in his official capacity or (b) personally by actions performed within the scope of his employment as Administrator and as Corporation Counsel.

13. Department Head. Except as otherwise specifically provided in this Agreement or by ordinance or resolution of the County Board, the County Administrator, and Corporation Counsel shall be subject to all policies and procedures of the County which apply generally to Department Heads.

14. General Provisions.

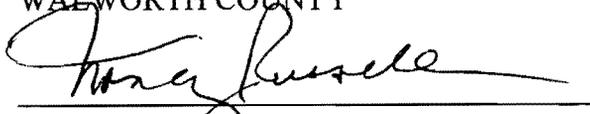
- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- b. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance thereof.
- c. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned by Bretl.
- d. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the parties hereto.

- e. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which, taken together, shall be considered one and the same instrument.

15. Drafting and Reliance on Counsel. All terms and conditions included in this Agreement are understood as NO CONSTRUCTION AGAINST ANY PARTY. This Agreement is the product of informed negotiations between Walworth County and Bretl who acknowledge to have been represented by competent and informed counsel. If any part of this Agreement is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by both parties.

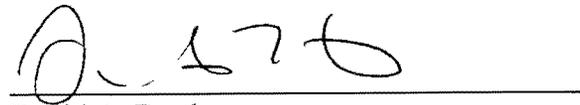
16. Extension. The parties agree to negotiate, in good faith, an extension of this Agreement on or before January 1, 2017. Nothing herein shall obligate either party to extend the employment relationship.

WALWORTH COUNTY

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

Dated: 1/5/15

COUNTY ADMINISTRATOR

  
\_\_\_\_\_  
David A. Bretl

Dated: 12/29/14

(The rest of this page intentionally left blank.)

This Agreement was drafted as an Employment Agreement by David A. Bretl, individually, and by Attorney Carl K. Buesing, Hopp Neumann Humke LLP representing Walworth County.



\_\_\_\_\_  
David A. Bretl

Dated: 12/29/14



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

Carl K. Buesing, Esq.  
Hopp Neumann Humke LLP  
Special Counsel for Walworth County

Dated: 12/9/14

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**Resolution No. 57-12/14**  
**Extending the Employment Contract of Michael Cotter for Performing the Duties of  
Deputy Corporation Counsel**

1 Moved/Sponsored by: Executive Committee  
2

3 **WHEREAS**, Michael P. Cotter (“Cotter”) is currently employed by Walworth County  
4 (“County”) pursuant to the terms of an employment contract by and between the County and  
5 Cotter dated May 13, 2003; and,  
6

7 **WHEREAS**, on March 14, 2006, the duties of Deputy Corporation Counsel were assigned to  
8 Cotter pursuant to Res. No. 98-03/06, which resolution provided additional compensation for the  
9 added responsibilities; and,  
10

11 **WHEREAS**, Mr. Cotter’s contract to perform Deputy Corporation Counsel duties was extended  
12 on several occasions by virtue of county board resolutions; and,  
13

14 **WHEREAS**, the assignment of those duties was dependent upon the County Administrator  
15 serving as Corporation Counsel; and,  
16

17 **WHEREAS**, pursuant to Res. No. 68-01/14, Cotter’s contract as Deputy Corporation Counsel  
18 will expire on December 31, 2016; and,  
19

20 **WHEREAS**, the Executive Committee recommends extending Cotter’s contract to December  
21 31, 2017 to make the contract period consistent with the County Administrator’s contract  
22 extension.  
23

24 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
25 does hereby authorize the proper County officials to execute an amendment to Cotter’s  
26 employment contract in substantially the form attached hereto.  
27

28 **BE IT FURTHER RESOLVED** that the contract amendment shall be in effect until December  
29 31, 2017.  
30

31  
32 \_\_\_\_\_  
33 Nancy Russell  
34 County Board Chair  
35

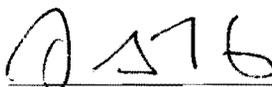
\_\_\_\_\_

Kimberly S. Bushey  
County Clerk

36 County Board Meeting Date: December 9, 2014  
37

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:

 12/2/14  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 12/2/14  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator – Finance

**Policy and Fiscal Note**  
**Resolution No. 57-12/14**

- I. **Title:** Extending the Employment Contract of Michael Cotter for Performing the Duties of Deputy Corporation Counsel
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to extend the agreement by and between the County and Cotter for performing duties as Deputy Corporation Counsel. Cotter's duties will continue to be primarily administrative within the Corporation Counsel office. This resolution extends Cotter's contract as Deputy Corporation Counsel to December 31, 2017. Mr. Cotter's last contract extension included the same terms as this amendment (application of pay for performance to the Deputy Corporation Counsel stipend).
- III. **Budget and Fiscal Impact:** Cotter currently receives \$19,668.74 for performing Deputy Corporation Counsel duties. This stipend shall be considered in the calculation of Cotter's pay-for-performance salary adjustments. Funding of that stipend shall be subject to normal County budgeting procedures.
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Executive

Meeting Date: November 17, 2014

Vote: 5 – 0

County Board Meeting Date: December 9, 2014

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.

 12/2/14  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 12/2/14  
Date  
Nicole Andersen  
Deputy County Administrator – Finance





*Your county  
extension office*

Walworth County UW-Extension  
100 W. Walworth  
P.O. Box 1001  
Elkhorn, WI 53121  
262-741-4951 tel  
262-741-4955 fax

## MEMORANDUM

To: Walworth County Board of Supervisors  
From: Jenny M. Wehmeier, Department Head, UW-Extension  
Date: December 30, 2014  
Re: **Nutrient Management Resolution**

---

Enclosed, you will find the resolution for the Nutrient Management Farmer Education (NMFE) Program Grant to appear on the pre-approved recurring grant list. The NMFE application was unanimously approved by both the Finance and Agriculture and Extension Education Committees during their December meetings.

The NMFE Program Grant seeks to provide financial assistance to farmers in the preparation of nutrient management plans to comply with regulations. In conjunction with LURM, UW-Extension will provide classroom instruction, soil test kits, maps, and farm-specific information to develop these plans.

UW-Extension requests that the NMFE Grant be added to the pre-approved recurring grant list. Should you have any questions or concerns, please feel free to contact me at (262) 741-4962.



[yourcountyextensionoffice.org](http://yourcountyextensionoffice.org)

*We teach, learn, lead and serve, connecting people with the University of Wisconsin and engaging with them in transforming lives and communities.*

*University of Wisconsin, United States Department of Agriculture and Wisconsin counties cooperating. An EEO Affirmative Action employer, the University of Wisconsin-Extension provides equal opportunities in employment and programming, including Title IX and ADA requirements.*

**Resolution No. 62-01/15**

**Authorizing Additions to Previously Established Pre-Approved Recurring Grants List**

1 Moved/Sponsored by: Agriculture and Extension Education Committee

2  
3 **WHEREAS**, Section 30-313 of the Walworth County Code of Ordinances allows the establish-  
4 ment, by resolution, of a list of authorized recurring grants; and,

5  
6 **WHEREAS**, Resolution 08-05/05 established a list of pre-approved, recurring grants; and,

7  
8 **WHEREAS**, the UW Extension Office desires to add the grant noted below to the aforemen-  
9 tioned list; and,

10  
11 **WHEREAS**, inclusion of a grant on the authorized list provides authority to the County Admin-  
12 istrator to approve the application and receipt of a grant so included until such time as a material  
13 change in conditions of a grant occurs; and,

14  
15 **WHEREAS**, a material change in conditions of a grant includes, but is not limited to, capital  
16 expenditures, capital acquisitions, increase in percent of county match or variation from the orig-  
17 inal intent of the grant; and,

18  
19 **WHEREAS**, the authorized list, at a minimum, will be reviewed on an annual basis and revi-  
20 sions proposed as necessary; and,

21  
22 **WHEREAS**, new grant opportunities for county departments may be added by authorization of  
23 the County Board at a future date.

24  
25 **NOW, THEREFORE, BE IT RESOLVED** that grants specifically requiring County Board  
26 authorization shall continue to be submitted for action; and,

27  
28 **BE IT FURTHER RESOLVED** that “one-time” grants continue to require authorization as  
29 specified in Chapter 30, Article VIII of the Walworth County Code of Ordinances; and,

30  
31 **BE IT FURTHER RESOLVED** by the Walworth County Board of Supervisors that the follow-  
32 ing recurring grant is and the same is hereby approved.

1

Program Title - Purpose	Contract Amount / County Share %
<b>DEPARTMENT: UW Extension</b>	
Nutrition Management Farmer Education Program Grant	\$15,000
	(\$2,983.32 of in-kind support, time that is already spent on this program.)

2  
3  
4  
5  
6  
7  
8  
9

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

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

10 County Board Meeting Date: January 13, 2015

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

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

 _____ David A. Bretl County Administrator/Corporation Counsel	Date 1/5/15	 _____ Nicole Andersen Deputy County Administrator - Finance	Date 1/5/15
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If unsigned, exceptions shall be so noted by the County Administrator.



December 18, 2014  
December 18, 2014 - expanded

Please include the following County Zoning Agency items on the January 13, 2015 County Board agenda:

**Rezones:**

1. **Allen C. and Nancy L. Lehman**, Section 9, Walworth Township. Rezone approximately 2.47 acres of A-2 Agricultural District to A-1 Prime Agricultural, 2.13 acres of A-2 to C-1 Lowland Resource Conservation (Non-Shoreland Wetland) Districts and 3.93 acres of C-1 to A-2 in order to lotline adjust the A-1 and C-1 property to an A-1 zoned parcel to the north. Parts of Tax Parcel EA3609-2.

**Approved 7 – 0** at the December 18, 2014 Zoning Agency hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as AG2 Other Agricultural Rural Residential and Other Open Lands (5 to 19 acres per dwelling) and a small portion Secondary Environmental Resource area.

The adopted Farmland Preservation Land certified by DATCP identifies the A-2 to A-1 area as non-agricultural land.

2. **SS&B Investments, LLC, Jamie Stilling Stepp – Applicant**, Section 13, Sugar Creek Township. Rezone an approximately 1.96 acres parcel of A-2 Agricultural zoned property to the B-2 General Business District for use by a concrete and excavation company. Tax Parcel G SC-13-5E.

**Approved 7 – 0** at the December 18, 2014 Zoning Agency public hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as the (C) Commercial land use category.

3. **Holt Brothers, Inc., William Holt- Vice President/ Applicant**, Section 4, Delavan Township. Rezone approximately .27 acres of P-2 Institutional Park District zoned area approved for a pet crematory back to the original A-1 Prime Agricultural District. Part of Tax Parcel F D-4-1.

**Approved 7 – 0** at the December 18, 2014 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.

**Resolution No. 51-12/14**  
**Adopting the Walworth County Natural Hazards Mitigation Plan: 2014-2018**  
**Five-year Update**

1 Moved/Sponsored by: Executive Committee  
2

3 **WHEREAS**, the United States Congress passed the Disaster Mitigation Act of 2000 (DMA2K),  
4 which requires that a local unit of government must have an approved all hazard mitigation plan  
5 before it can receive federal grant monies from the Federal Emergency Management Agency  
6 (FEMA) for pre-disaster mitigation projects; and,  
7

8 **WHEREAS**, the Walworth County Emergency Management Director worked with the cities and  
9 villages in the county to update the countywide mitigation plan, initially adopted in 2009; and,  
10

11 **WHEREAS**, natural disasters pose a tangible threat to residents and property; and,  
12

13 **WHEREAS**, undertaking hazard mitigation actions before disasters occur will reduce the  
14 potential for harm to residents and property and is, therefore, in the interest of the public; and,  
15

16 **WHEREAS**, the attached Walworth County Natural Hazards Mitigation Plan: 2014-2018 Five-  
17 year Update (“Plan Update”) is intended to serve as a general strategy for mitigation of natural  
18 hazards and may be amended from time to time; and,  
19

20 **WHEREAS**, nothing in the Plan Update obligates the county to undertake any of the  
21 recommended activities or projects; and,  
22

23 **WHEREAS**, the County Board Executive Committee conducted a review of the attached Plan  
24 Update at a public meeting held on November 17, 2014; and,  
25

26 **WHEREAS**, notice of the County Board public hearing on the Plan Update was published on  
27 December 11, 2014; and,  
28

29 **WHEREAS**, the County Board having provided notice of the Plan Update and opportunity for  
30 comment by members of the public on said Plan Update at the January 13, 2015 County Board  
31 meeting;  
32

33 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
34 hereby adopts the attached Natural Hazards Mitigation Plan: 2014-2018 Five-year Update.  
35  
36

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

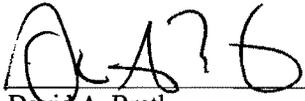
\_\_\_\_\_   
Kimberly S. Bushey  
County Clerk

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41 County Board Meeting Date: January 13, 2015  
42

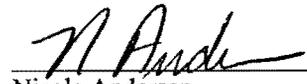
43 Action Required:    Majority Vote   X              Two-thirds Vote \_\_\_\_\_            Other \_\_\_\_\_  
44

Policy and Fiscal Note is attached.

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

 12/30/14  
Date

David A. Bretl  
County Administrator/Corporation Counsel

 12/30/14  
Date

Nicole Andersen  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 51-12/14**

- I. **Title:** Adopting the Walworth County Natural Hazards Mitigation Plan: 2014-2018 Five-year Update
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to adopt the attached Walworth County Natural Hazards Mitigation Plan: 2014-2018 Five-year Update.
  
- III. **Budget and Fiscal Impact:** Adoption of the Plan Update will not have any fiscal impact on the county budget.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Executive                      Meeting Date: November 17, 2014

Vote:                      5 - 0

County Board Meeting Date: January 13, 2015

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.

 12/30/14  
Date

David A. Bretl  
County Administrator/Corporation Counsel

 12/30/14  
Date

Nicole Andersen  
Deputy County Administrator – Finance

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

# Walworth County Natural Hazards Mitigation Plan: 2014-2018 5-Year Update

## Executive Summary

### 1. GENERAL OVERVIEW

In an effort to curb rising costs associated with natural disasters, the federal government adopted the Disaster Mitigation Act of 2000 (DMA 2000). It amended the Robert T. Stafford Disaster Relief and Emergency Act, which is the primary law at the federal level dealing with disaster planning, mitigation, response, and recovery.

DMA 2000 reinforced the importance of hazard mitigation planning to proactively devise strategies intended to avoid and reduce the negative effects of natural disasters. If a community wants to apply for grant funding from the Pre-Disaster Mitigation (PDM) Program or the Hazard Mitigation Grant Program (HMGP), it must have an approved hazard mitigation plan. If a disaster strikes a community that does not have an approved plan, it can only receive funding if it agrees to prepare a plan within one year.

Walworth County and participating municipalities prepared a plan to meet this new requirement in 2009, and in so doing, helped its citizens mitigate the effects of natural disasters. Consistent with federal law, the county is undertaking a comprehensive five-year update of the 2009 plan. Although a plan must meet minimum requirements, this plan is an expression of local needs and priorities.

### 2. PLAN CONTENTS

The plan consists of six chapters, a map series, and a number of appendices. The first chapter provides an overview of the plan. The second chapter presents background information about Walworth County including its setting, demographic and economic characteristics, climate, natural resources, land use, and development trends. Chapter 3 presents background information related to special needs populations and groups in the county. Chapter 4 contains a complete inventory of critical facilities in the county. Natural hazards are reviewed in chapter 5 along with estimated losses to buildings, infrastructure, and critical facilities. In chapter 6, goals, objectives, and policies are identified that will help to craft appropriate solutions to the identified problems. A range of activities are also presented to help foster hazard mitigation efforts. Various funding sources are reviewed with an eye towards identifying options for funding identified projects. Most of the maps in the plan are included in the final section of the plan.

The plan focuses on 12 types of natural hazards:

- ◆ dam failure
- ◆ flooding
- ◆ ice shoves
- ◆ dense fog
- ◆ tornadoes and high winds
- ◆ hailstorms
- ◆ thunderstorms
- ◆ winter storms
- ◆ extreme heat
- ◆ extreme cold
- ◆ drought
- ◆ wildland fire

As part of the inventory phase, 679 critical facilities in the county were identified including:

- ◆ bridges
- ◆ dams
- ◆ public-use airports
- ◆ telecommunication towers
- ◆ telephone facilities
- ◆ electric facilities
- ◆ natural gas facilities
- ◆ petroleum pipeline facilities
- ◆ public water facilities
- ◆ wastewater facilities
- ◆ fire and police services
- ◆ National Guard facilities
- ◆ government facilities
- ◆ schools (public and private)
- ◆ special care facilities-residential
- ◆ special care facilities-nonresidential
- ◆ health care facilities
- ◆ vulnerable housing, such as manufactured/mobile home parks and campgrounds

### 3. GOALS, OBJECTIVES, POLICIES, AND ACTIVITIES

The most important part of the plan is Chapter 6, which presents a unified plan of action to mitigate the effects of hazards on property, people, and assets. It lists goals, objectives, and policies that should guide decision-makers and other officials. Goals are intended to describe an end state, usually in general terms. In contrast, objectives describe an end state in measurable and specific terms. Policies give clear direction on what will be done to help achieve a goal and objective.

Following the listing of goals, objectives, and policies, a chart lists specific action items along with estimated implementation costs. Responsible entities are listed for each so that implementation is well defined. The activity charts are a work in progress. As items are completed they should be deleted and as new opportunities or issues arise items will be added. Further, depending on available resources, including funding and staff time, priorities may change.

Activities are prioritized as low, medium, or high. Cost estimates are provided to help formulate funding priorities. When a project is to be undertaken, a more detailed budget should be prepared to assess a project's cost. At that time a benefit cost analysis should be completed to show how the benefits of the project compare to anticipated costs. Federal funding for mitigation activities can only be obtained when benefits clearly outweigh the costs.

**Goal 1. Public Education**

Provide the public with the education they need to adequately prepare for and respond to natural hazards including dam failure, flooding, ice shoves, dense fog, tornadoes, hailstorms, thunderstorms, winter storms, extreme temperature, drought, and wildland fire. (2009 Plan)

**Objectives**

1. Strengthen emergency service preparedness and response by enhancing public education throughout the county. (2009 Plan)
2. Increase the number of households that have prepared a family emergency plan. (2009 Plan)
3. Increase the number of public outreach materials in Spanish. (2009 Plan)

**Policies**

1. Work with non-governmental organizations such as youth, service, professional, religious organizations to promote mitigation education and awareness. (2009 Plan)
2. Look for multiple and varied opportunities to disseminate educational information to county residents. (2009 Plan)

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
1. Develop and implement education programs aimed at mitigating natural hazards and reducing the risk to citizens, public agencies, private property owners, businesses, and schools. (2009 Plan; 2013 status – no action)	\$5,000	Medium	X	X	Walworth County Emergency Management; American Red Cross; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
2. Create displays for use at public events such as the county fair, wellness fairs (2009 Plan; 2013 status – no action)	Staff time and supplies	Medium	X		Walworth County Emergency Management; Walworth County Department of Health & Human Services; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
3. Work with the representatives of the public and private schools within the county to promote hazard mitigation awareness (2009 Plan; 2013 status – no action)	Staff time	Medium	X	X	Walworth County Emergency Management; American Red Cross; Walworth County Department of Health & Human Services
4. Identify, improve, and sustain collaborative programs focusing on the real estate and insurance industries, public and private sector organizations, and individuals to avoid activity that increases risk to natural hazards. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; American Red Cross; local jurisdictions, Walworth County Department of Land Use & Resource Management
5. Develop and maintain a geographic database for natural hazard events, including location, weather conditions, and resulting damage. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Emergency Management; Walworth County Information Systems Department, Land Information Division
6. Provide more hazard-related information in Spanish. (2009 Plan; 2013 status – no action)	Staff time	Low	X		Walworth County Emergency Management; Walworth County Department of Health & Human Services, Workforce Development
7. Work with area business representatives and citizens through our Public/Private Partnership to promote hazard mitigation awareness (2013 Plan)	Staff time	Medium	X		City of Lake Geneva

**Goal 2. Flooding**

Protect the public health, safety, and welfare of county residents and public and private property during flood events. (2009 Plan)

**Objectives**

1. Minimize the impact of flooding on potentially affected structures. (2009 Plan)
2. Decrease the number of structures currently located in the 100-year floodplain that are not properly flood-proofed. (2009 Plan)
3. Minimize the amount of impervious surface in new development projects to allow more infiltration of storm water into the ground. (2009 Plan)
4. Increase public awareness of flooding. (2009 Plan)
5. Improve communication between the county and local units of government when floods occur or are likely to occur. (2009 Plan)

**Policies**

1. Continue to enforce floodplain regulations to ensure that future development in the 100-year floodplain meets established standards. (2009 Plan)
2. Support the identification and conservation of land with high flood mitigation value (e.g., wetlands, upland storage, and infiltration areas). (2009 Plan)
3. Support land acquisition and other management strategies to preserve open space for flood mitigation purposes. (2009 Plan)
4. Ensure that governmental officials and employees, county residents, and real estate agents are aware of floodplain regulations. (2009 Plan)
5. Ensure that people owning property in the 100-year floodplain, and their agents, notify buyers when selling their property. (2009 Plan)
6. Adopt standards to control the proportion of a site that can be covered with impervious surfaces. (2009 Plan)
7. Locate public infrastructure outside of the 100-year floodplain. When infrastructure has been located in the 100-year floodplain, it should be flood proofed or otherwise protected from flood water. (2009 Plan)
8. Design and properly size all new stream crossings to not create a significant upstream back-water effect. (2009 Plan)
9. Continue to enforce storm water management regulations. (2009 Plan)
10. Update flood insurance rate maps (FIRMs) when it can be shown that they are substantially inaccurate. (2009 Plan)
11. Ensure that all large dams in the county have emergency action plans and that they are up to date. (2009 Plan)
12. Undertake such activities as may be required to remain compliant with the requirements of the National Flood Insurance Program. (2009 Plan)

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
1. Identify and analyze feasible mitigation options for those properties which may be designated as a repetitive flood property. (2009 Plan; 2013 status – no action)	Staff time	Low	X	X	Walworth County Emergency Management; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
2. Apply for funding through the federal Hazard Mitigation Grant program, Flood Mitigation Assistance Program, and the Pre-Disaster Mitigation Program as well as any other resources that may be available to help flood proof repetitive loss sites or remove them through acquisition followed by demolition or relocation. (2009 Plan; 2013 status – no action)	Staff time	Low	X	X	Walworth County Emergency Management; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
3. Design and budget for stormwater management facilities consistent with adopted stormwater management plans than have been or will be prepared / amended. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; local jurisdictions as appropriate [1]
4. Develop and maintain a digital inventory of bridges/culverts on a county or state road. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Public Works Department, Walworth County Information Systems Department, Land Information Division

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
5. Identify those culverts and bridges that are undersized or are otherwise unable to handle expected flood flows. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Public Works Department, cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
6. Develop and maintain a geographic database for public roadways that are susceptible to flooding. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Public Works Department, Walworth County Information Systems Department, Land Information Division
7. Prepare a strategy to prioritize road improvements for public roadways that are susceptible to flooding. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Public Works Department; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
8. Identify undeveloped areas of the county, if any, that have flood mitigation value and develop appropriate strategies to protect them. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Department of Land Use & Resource Management, cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
9. Establish a framework to compile and coordinate surface water management plans and data throughout the county. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Wisconsin Department of Natural Resources
10. Distribute National Flood Insurance Program information.* (2009 Plan; 2013 status – no action)	Staff time	Medium	X	X	Walworth County Emergency Management; Walworth County Department of Land Use & Resource Management; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
11. Explore options for improving the ability of local units of government to report flooding, receive information, and request assistance as may be needed. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management
12. Develop and maintain a geographic database for natural hazard events, including location, weather conditions, and resulting damage. (2009 Plan; 2013 status – no action)	Staff time	High	X	X	Walworth County Emergency Management; Walworth County Information Systems Department, Land Information Division]

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
13. Evaluate the support for and the feasibility of becoming part of the Community Rating System (CRS) to lower flood insurance premiums for property owners.* (2009 Plan; 2013 status – no action)	Staff time dtdddd	High	X		Walworth County Emergency Management; cities of Delavan, Lake Geneva, and Whitewater; villages of Bloomfield, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, and Walworth (Note: City of Elkhorn and the villages of Darien and Williams Bay are not part of the program)
14. Work with the DNR to ensure that an emergency action plan is prepared for large dams and that they are periodically updated. (2009 Plan; 2013 status – some new EAPs have been prepared)	Staff time	Medium	X		Walworth County Emergency Management
15. Develop a prioritized list of areas of the county meriting detailed flood studies. (2009 Plan; 2013 status – no action)	Staff time	Low	X		Walworth County Emergency Management
16. Ensure that privately-owned large dams are inspected consistent with state law. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; local jurisdictions as appropriate [1]
17. Ensure that publicly-owned large dams are inspected consistent with state law. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Local jurisdictions as appropriate [1], Wisconsin Department of Natural Resources
18. So as to continue compliance with state and federal requirements, revise existing floodplain regulations to ensure they comply with the most recent model floodplain regulations developed by the Wisconsin Department of Natural Resources.* (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Department of Land Use & Resource Management; cities of Delavan, Lake Geneva, and Whitewater; villages of Bloomfield, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, and Walworth (Note: City of Elkhorn and the villages of Darien and Williams Bay are not part of the program)
19. Undertake measures to address flooding within the Oak Knoll subdivision in the Village of Walworth. (2009 Plan; 2013 status – no action)	Unknown	High	X		Village of Walworth
20. Repair the Beulah Dam (County Highway J) (2009 Plan; 2013 status – no action)	Unknown	Medium	X		Walworth County Emergency Management; local jurisdictions [1]
21. Repair the Whitewater Lake Dam (2009 Plan; 2013 status – no action)	Unknown	High	X		Walworth County Emergency Management; local jurisdictions
22. Conduct a study to determine feasible and cost effective solutions to minimize flooding in those lake basins with a natural outlet such as Whitewater Lake and Turtle Lake and those without a natural outlet such as Lake Lorraine. (2009 Plan; 2013 status – no action)	Unknown	Medium	X		Walworth County Emergency Management; effected towns and local jurisdictions
23. Identify restrictions of water flow from Turtle Lake, Turtle Valley Wildlife Area, and Turtle Creek. Identify and analyze mitigation options for those properties and roadways affected. (2009 Plan; 2013 status – no action)	Unknown	High	X		Walworth County Emergency Management; Towns of Sugar Creek and Richmond and other effected towns and local jurisdictions
24. Address the reoccurring flooding of Chilson Road and prevent flood water from entering the sewer facility on Chilson Road. Remove trees from area by road and replace with geotextile material and rock. Also, put in a grassed waterway to help with the water flow. (2009 Plan; 2013 status – no action)	\$9,000 with potential for other funding	High	X		Town of Sharon; Walworth County Conservancy helped with the project design and will oversee the project

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
25. Conduct a study to determine feasible and cost effective solutions to minimize flooding in the Inlet Oaks subdivision and implement a long-term solution. (2009 Plan; 2013 status – no action)	Unknown	High	X		Town of Delavan; Delavan Lake Sanitary District
26. Conduct a study to determine why there is flooding on the north side of Lake Wandewega and implement a long-term solution. (2009 Plan; 2013 status – no action)	Unknown	High	X		Town of Sugar Creek
27. Address the flooding along Potter Road, Hodges Road (near bridge area), and Bray Road (by the cross culvert near Plank Road and W3873 driveway) (2009 Plan; 2013 status – no action)	Unknown	High	X		Town of La Fayette
28. Mitigate flood water at Nipersink through culvert placement and ditch improvements. (2009 Plan; 2013 status – no action)	\$35,000	High	X		Town of Bloomfield
29. Continue to evaluate flooding issues along Madison Street and Wisconsin Street by the Ponds subdivision (New in 2013)	Unknown	High	X		Village of Darien
30. Conduct a study to determine if the Mill Pond dam should be removed or updated (New in 2013)	Unknown	Medium	X		Village of East Troy
31. Continue with dam inspections for as long as dam is in place (New in 2013)	Staff time	Medium	X	X	Village of East Troy, DPW
32. Storm sewer work along George St. and Ballard St. and ditch work along Prairie St. to improve flows (New in 2013)	Unknown	Medium	X		Village of Sharon, DPW

## Notes:

- \* Indicates policies or activities that are intended to ensure continued compliance with the National Flood Insurance Program (NFIP).

**Goal 3. Tornadoes**

Lessen the effects of a tornado to the extent feasible and speed recovery following an event. (2009 Plan)

**Objectives**

1. Increase public education and awareness of the potential severity of tornadoes. (2009 Plan)
2. Minimize the amount of time that businesses damaged by a tornado are not operational. (2009 Plan)
3. Minimize the amount of time it takes to rebuild or restore dwellings damaged by a tornado. (2009 Plan)
4. Prevent injuries and death from tornadoes. (2009 Plan)

**Policies**

1. Bury overhead power and utility lines where feasible as a way to reduce power outages during all types of storm events. (2009 Plan)
2. Require that mobile homes and manufactured housing are securely anchored in place. (2009 Plan)
3. Ensure that adequate tornado shelters are available to county residents especially those living in mobile home parks. (2009 Plan)
4. Include redevelopment objectives in smart growth comprehensive plans to support post-disaster development activities. (2009 Plan)
5. Continue to support the efforts of severe weather spotters. (2009 Plan)
6. Keep the current siren system functioning and in good repair. (2009 Plan)
7. Encourage residents to obtain NOAA weather radios especially in those areas of the county that are not covered by a siren. (2009 Plan)
8. Encourage home builders and others to incorporate wind-resistant features into new home construction (e.g., anchor straps). (2009 Plan)

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
1. Periodically assess whether there are enough shelters to house displaced persons. (2009 Plan; 2013 status – no action)	Staff time	Medium	X	X	Walworth County Emergency Management; American Red Cross
2. Apply for mitigation funding to purchase NOAA weather radios for county residents. (2009 Plan; 2013 status – no action)	Staff time	Low	X		Walworth County Emergency Management
3. Study the feasibility of and support for adopting a local regulation which would require new mobile home parks and future expansions of existing parks to provide for a tornado shelter. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management
4. Develop and implement strategies for debris management. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Public Works Department; American Red Cross
5. Amend land development regulations to require a storm shelter in mobile home parks when the number of mobile homes exceeds a threshold as established by the jurisdiction. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Land Use & Management Department, Walworth County Emergency Management; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Danien, East Troy, Fontana-on-Geneva Lake, Genoa City, Sharon, Walworth, Williams Bay
6. Install storm shelters near or in existing mobile home parks and high occupancy campgrounds. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Mobile home park operators and campground operations with Walworth County Emergency Management
7. Develop and maintain a geographic database for natural hazard events, including location, weather conditions, and resulting damage. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Emergency Management; Walworth County Information Systems Department, Land Information Division
8. Identify opportunities for developing a joint dispatch center (2009 Plan; 2013 status – Whitewater completed a study to determine options)	Staff time	High	X		Walworth County Emergency Management and other county departments
9. Install a backup generator in the Town of Troy Town Hall/Fire Hall (New in 2013)	\$30,000	High	X		Town of Troy

10. Upgrade the command and control for outdoor sirens, update existing sirens as necessary, add new sirens as needed (New in 2013)	Unknown	Medium	X		City of Delavan
11. Continue preventative maintenance of tornado sirens (New in 2013)	\$1,600 per year	High	X	X	Village of East Troy, DPW

**Goal 4. Extreme Temperature**

Protect the health of Walworth County residents from extreme temperature. (2009 Plan)

**Objectives**

1. Prevent deaths and injuries from extreme temperature. (2009 Plan)

**Policies**

1. Encourage volunteers to look after vulnerable individuals, especially the elderly, during times of extreme temperature. (2009 Plan)
2. Open county and other public facilities with air conditioning as appropriate for public access during periods of extreme heat. (2009 Plan)
3. Ensure that county residents are aware that there are different forms of assistance to help qualified individuals to help pay their winter heating costs. (2009 Plan)

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
1. Develop a directory of public buildings that would be open to the public during extended heat waves. (2009 Plan; 2013 status – no action)	Staff time	Medium	X	X	Walworth County Emergency Management; Walworth County Department of Health & Human Services
2. Call a meeting of public and nonprofit organizations that may be able to mobilize a volunteer corps of individuals willing to assist vulnerable people during periods of extreme temperature. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Emergency Management; Walworth County Department of Health & Human Services
3. Investigate the possibility of establishing a database of individuals who are vulnerable to extreme temperature and who have voluntarily placed their name on the call list (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Department of Health & Human Services; American Red Cross
4. Publicise available programs that help low-income residents pay for their utility expenses. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Department of Health & Human Services; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
5. Develop and maintain a geographic database for natural hazard events, including location, weather conditions, and resulting damage. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Emergency Management; Walworth County Information Systems Department, Land Information Division
6. Amend the county's emergency operations plan to address extreme temperatures. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management
7. Continue cooling center policy (New in 2013)	Staff time	High	X	X	Village of East Troy

**Goal 5. Severe Thunderstorm Winds & Hail and Non-thunderstorm High Winds**

Protect and prepare Walworth County residents from the dangers of extreme weather. (2009 Plan)

**Objectives**

1. Increase public education and awareness of the potential dangers of thunderstorms, snow storms, hail, and windstorms. (2009 Plan)

**Policies**

1. Bury overhead power and utility lines where feasible as a way to reduce power outages during all types of storm events. (2009 Plan)
2. Provide citizens with early storm warnings. (2009 Plan)
3. Encourage the use of surge protectors on critical electronic equipment in governmental and critical facilities. (2009 Plan)
4. Work with utility companies to assess and to improve, when necessary, electric service reliability. (2009 Plan)
5. Work with public and private utility companies to ensure that trees are properly trimmed near utility lines. (2009 Plan)

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
1. Continue to update and/or monitor the County's public early warning system and network. (2009 Plan; 2013 status – no action)	Staff time	Medium	X	X	Walworth County Emergency Management; local jurisdictions
2. Review local building codes to determine if revisions are needed to improve the structure's ability to withstand greater wind velocities and encourage provision of safe rooms, especially in structures that do not have a basement. (2009 Plan; 2013 status – no action)	Staff time	Low	X		Walworth County Emergency Management; local jurisdictions
3. Produce and distribute emergency preparedness information related to thunderstorms, snow storms, hailstorms, and windstorm hazards. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; American Red Cross; local jurisdictions
4. Identify and pursue funding opportunities to develop and implement local and county mitigation activities. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; American Red Cross; local jurisdictions
5. Install lightning grade surge protection devices for critical electronic components used by government, public service, and public safety facilities, such as warning systems, control systems, communications, and computers. (2009 Plan; 2013 status – no action)	\$3,000	Medium	X		Walworth County Emergency Management; American Red Cross; local jurisdictions
6. Provide the public with information about proven lightning safety guidelines to reduce the risk of lightning hazards. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; local jurisdictions
7. Develop and implement strategies for debris management. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; Walworth County Public Works, local jurisdictions
8. Apply for mitigation funding to purchase NOAA weather radios for county residents. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management
9. Develop and maintain a geographic database for natural hazard events, including location, weather conditions, and resulting damage. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Emergency Management; Walworth County Information Systems Department, Land Information Division
10. Evaluate the feasibility and effectiveness of adding additional storm sirens (New 2013)	Unknown	Medium	X		Village of Mukwonago
11. Maintain certification as a Weather Safe Community (NWS designation) (New 2013)	Staff time	Medium	X	X	City of Whitewater
12. Continue to replace outdated storm sirens (New 2013)	Unknown	Medium	X		Village of Williams Bay
13. Continue to promote and sponsor severe weather spotter courses	Staff time	Medium	X	X	City of Lake Geneva

14. Establish a storm shelter (New 2013)	Unknown	Medium	X	Village of East Troy
15. Airport weather and wind shear equipment upgrade	Unknown	Medium	X	Village of East Troy

**Goal 6. Drought**

Protect the public health, safety, and welfare of county residents during periods of drought. (2009 Plan)

**Objectives**

1. Decrease water consumption during periods of drought. (2009 Plan)
2. Minimize the economic impacts of drought on the local economy. (2009 Plan)

**Policies**

1. Encourage water conservation during periods of drought. (2009 Plan)
2. Impose watering restrictions during periods of extreme drought. (2009 Plan)
3. Work with appropriate agencies to conserve water, provide drought prediction, and provide stream and groundwater monitoring. (2009 Plan)
4. Work with agencies that can assist with and promote soil health, preserve soil moisture and help to minimize the loss of the crops and topsoil in the event of a drought. (2009 Plan)
5. Continue to monitor groundwater levels to identify the status of groundwater resources and trends. (2009 Plan)
6. Work with state agencies and other levels of government in developing appropriate regional strategies to address drought conditions. (2009 Plan)

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
1. Create an ordinance to prioritize or control water use during drought conditions. (2009 Plan; 2013 status – no action)	Staff time	Medium	X	X	Municipalities with public water systems
2. Develop a set of procedures for water distribution during drought to those in need. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
3. Develop and maintain a geographic database for natural hazard events, including location, weather conditions, and resulting damage. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Emergency Management; Walworth County Information Systems Department, Land Information Division

**Goal 7. Wildland Fire**

Protect structures and people in Walworth County from uncontrolled wildfires. (2009 Plan)

**Objectives**

1. Decrease the number of wildland fires occurring in the county. (2009 Plan)
2. Decrease the number of acres burned from wildland fires. (2009 Plan)
3. Increase public education. (2009 Plan)

**Policies**

1. Support the use of controlled burns as a way of reducing the threat of dangerous wildland fires. (2009 Plan)
2. Enhance emergency services to increase the efficiency of wildfire response and recovery activities. (2009 Plan)
3. Keep track of wildfire events in the county to better document the extent and location of these events. (2009 Plan)

Implementation Actions / Strategies	Cost Estimate (2013)	Priority	Schedule		Responsible Entity
			2014 to 2018	2019 to 2023	
1. Apply for federal and state grants to enhance the capability of local fire departments. (2009 Plan; 2013 status – no action)	Staff time	Medium	X	X	Walworth County Emergency Management; local fire departments
2. Provide education to county and municipality personnel about federal cost-share and grant programs, fire protection agreements, and other related federal programs so the full array of assistance available to local agencies is understood. (2009 Plan; 2013 status – no action)	Staff time	Low	X		Walworth County Emergency Management; cities of Delavan, Elkhorn, Lake Geneva, and Whitewater; villages of Bloomfield, Darien, East Troy, Fontana-on-Geneva Lake, Genoa City, Mukwonago, Sharon, Walworth, and Williams Bay
3. Develop a digital database to keep track of wildfire events in the county. (2009 Plan; 2013 status – no action)	Staff time	Medium	X		Walworth County Emergency Management; local fire departments
4. Develop and maintain a geographic database for natural hazard events, including location, weather conditions, and resulting damage. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Emergency Management; Walworth County Information Systems Department; Land Information Division
5. Investigate the establishment of a uniform way of providing information to the public regarding issuance of burning permits. (2009 Plan; 2013 status – no action)	Staff time	High	X		Walworth County Sheriff's Department; local fire departments

ORDINANCE NO. 910 – 01/15

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO THE DEPUTY DIRECTOR – HHS POSITION

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

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

Sec. 15-17. Authorized positions by department.

(j) Health & Human Services

CLASSIFICATION TITLE	FTE
Deputy Director – Health & Human Services	<del>0.75</del> <u>1.00</u>
Total Health & Human Services FTEs	<del>173.94</del> <u>174.19</u>

(u) Grand Total - County FTEs ~~818.00~~ 818.25

PART II: This ordinance shall become effective as of January 17, 2015

PASSED and ADOPTED by the Walworth County Board of Supervisors this 13<sup>th</sup> day of January 2015.

Nancy Russell  
County Board Chair

Kimberly S. Bushey  
Attest: County Clerk

County Board Meeting Date: January 13, 2015

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 12/19/14  
Date  
County Administrator/Corporation Counsel

Nicole Andersen 12/22/14  
Date  
Deputy County Administrator-Finance

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



ORDINANCE NO. 911 – 01/15

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO THE RECLASSIFICATION OF A LEGAL SECRETARY POSITION IN ADMINISTRATION

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

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

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

(b) Administration

CLASSIFICATION TITLE	FTE
Administrative Assistant	1.00
Assistant Corp Counsel II	3.00
County Administrator	1.00
<u>Legal Assistant</u>	1.00
Legal Secretary	<del>2.00</del> <u>1.00</u>
Total Administration FTEs	7.00

PART II: This ordinance shall become effective as of January 17, 2015

PASSED and ADOPTED by the Walworth County Board of Supervisors this 13<sup>th</sup> day of January 2015.

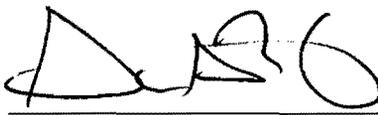
Nancy Russell  
County Board Chair

Kimberly S. Bushey  
Attest: County Clerk

County Board Meeting Date: January 13, 2015

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:

  
Date 12/19/14  
David A. Bretl  
County Administrator/Corporation Counsel

  
Date 12/22/14  
Nicole Andersen  
Deputy County Administrator-Finance

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

**Ordinance No. 911-01/15**  
**Fiscal Note and Policy Impact Statement**

**I. Title:** Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Reclassification of a Legal Secretary Position in Administration

**II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to reclassify a legal secretary position in Administration to a legal assistant position and reallocate the vacant position of legal secretary.

**III. Is this a budgeted item and what is its fiscal impact:** The reclassification of a legal secretary position to a legal assistant position will have no fiscal impact, as there will be no change in pay for the position. The remaining (currently vacant) legal secretary position will be downgraded and refilled at a new, lower rate, resulting in an approximate 2015 cost savings of \$3,055 to the county.

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

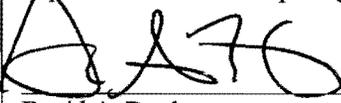
Committee: Human Resources Committee

Date: December 17, 2014

Vote: 5-0

County Board Meeting Date: January 13, 2015

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.

 12/19/14  
Date

David A. Bretl  
County Administrator/Corporation Counsel

 12/22/14  
Date

Nicole Andersen  
Deputy County Administrator-Finance

**Resolution No. 60-01/15**  
**Approving an Amendment to the Intergovernmental Agreement for Joint Dam Operation  
By and Between Walworth County and the Lake Beulah Management District**

1 Moved/Sponsored by: Public Works Committee  
2

3 **WHEREAS**, in 2011 the County and Wisconsin Department of Natural Resources (WDNR)  
4 jointly determined the Lake Beulah dam spillway and associated bridge on CTH J were in need  
5 of substantial rehabilitation/replacement; and  
6

7 **WHEREAS**, the Walworth County Board authorized County participation in the WDNR  
8 Municipal Grant Program to reconstruct the spillway structure portion of the Lake Beulah Dam  
9 on CTH J (County Board Resolution No. 52-09/11); and  
10

11 **WHEREAS**, the WDNR subsequently awarded a grant under Ch. NR 335, Wis. Adm. Code to  
12 the County with the state funding share of the project to be limited as follows: up to 50 percent  
13 (50%) of the first \$400,000 of eligible costs, and up to 25 percent (25%) of the next \$800,000 of  
14 total eligible costs; and  
15

16 **WHEREAS**, the County has developed plans and specifications for the Lake Beulah dam  
17 spillway replacement on CTH J in cooperation with the Lake Beulah Management District and  
18 such plans and specifications have been approved by the WDNR (Project WP-IP-SE-2013-65-  
19 01888 dated July 16, 2014); and  
20

21 **WHEREAS**, the County Board adopted Resolution No. 22-07/14 on July 28, 2014 approving an  
22 Intergovernmental Agreement between Walworth County and the Lake Beulah Management  
23 District for the joint operation of the Lake Beulah Dam;  
24

25 **WHEREAS**, the County and Lake Beulah Management District are desirous of approving an  
26 amendment to the intergovernmental agreement that will allow the construction of the Lake  
27 Beulah Dam spillway replacement in Spring, 2015 as well as to provide more specificity in the  
28 Intergovernmental Agreement to certain points that the parties have agreed to as contained in the  
29 Inspection, Operation and Maintenance (IOM) Plan for the Lake Beulah Dam after it is  
30 constructed;  
31

32 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
33 hereby approves an Amendment to the Intergovernmental Cooperation Agreement for Joint  
34 Operation of the CTH J Lake Beulah Dam by and between Walworth County and the Lake  
35 Beulah Management District.  
36  
37  
38  
39  
40

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41 Nancy Russell  
42 County Board Chair  
43  
44

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Kimberly S. Bushey  
County Clerk

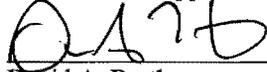
1 County Board Meeting Date: January 13, 2015

2

3 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:

 1/6/15  
David A. Bretl Date

County Administrator/Corporation Counsel

 1/6/15  
Nicole Andersen Date

Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 60-01/15**

- I. **Title:** Approving an amendment to the Intergovernmental Agreement for Joint Dam Operation By and Between Walworth County and the Lake Beulah Management District.
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize the execution of an amendment to the Intergovernmental Cooperation Agreement for Joint Dam Operation between Walworth County and the Lake Beulah Management District.
- III. **Budget and Fiscal Impact:** The passage of this resolution will have no fiscal impact on the county budget, however, by allowing the construction of this project in Spring, 2015 rather than Fall, 2015 it will likely result in less impact on the affected riparian owners as well as those impacted by the closure of CTH J during construction. The County also might receive more favorable bids with a Spring construction schedule than a Fall schedule.
- IV. **Referred to the following standing committees for consideration and date of referral:**

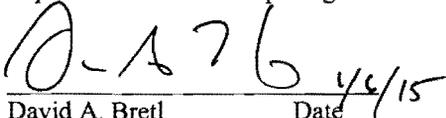
Committee: Public Works

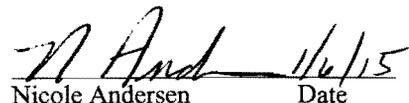
Meeting Date: December 15, 2015

Vote: 5-0

County Board Meeting Date: January 13, 2015

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 1/6/15  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Nicole Andersen                      Date 1/6/15  
Deputy County Administrator - Finance

**AMENDMENT TO THE  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR JOINT DAM OPERATION**

**THIS AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT FOR JOINT DAM OPERATION** (the “Amendment”), is made this \_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between **WALWORTH COUNTY**, a quasi-municipal body corporate, organized under the laws of the State of Wisconsin (the “County”), and the **LAKE BEULAH MANAGEMENT DISTRICT**, a municipal body corporate, organized under the laws of the State of Wisconsin (the “District”) (the County and District may each be individually referred to herein as a “Party” and together as the “Parties”).

**RECITALS:**

WHEREAS, the Parties entered an Intergovernmental Cooperation Agreement for Joint Dam Operation made effective July 29, 2014 (the “Agreement”); and,

WHEREAS, the Parties wish to amend the Agreement as set forth in this Amendment;

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and mutual agreements which follow, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**AGREEMENTS:**

1. Effect of Amendment. Except as expressly provided in this Amendment, all provisions of the Agreement shall remain as set forth in the Agreement.
2. Commencement of Construction. Section 2.1 of the Agreement is amended to allow the County and its contractors may commence reconstruction of the Lake Beulah Dam prior to May 1, 2015, provided the County and its contractors use best efforts to complete construction no later than July 1, 2015.
3. Details of Dam Operation. Section 4.2 of the Agreement is amended as follows:
  - (a) The first paragraph of Section 4.2 is amended to read as follows:

Section 4.2 Control Structure and Interlocutory Dam. The District is the primary operator of the Dam. Operation, Routine Inspection and Routine Maintenance of the Control Structure and Interlocutory Dam and Interlocutory Dam Removable Upper Assembly shall be the right and obligation of the

District and shall be excluded from the County's rights and responsibilities under the Easement. The District will maintain the padlocks and keys for the stop log locks and gate lock. Any drawdown of the impoundment will be at the discretion of the District and presented to the DNR for comment and determination whether a temporary drawdown permit is required. If the water level increases beyond the elevation of 808.4 feet with the stop logs fully removed, the District will notify the County and request the County initiate procedures in the Emergency Action Plan for the Dam.

(b) Section 4.2(d) is created to read as follows:

(d) At two (2) year intervals, the County shall have an engineering inspection of the entire Dam performed by a Professional Engineer experienced in the design and evaluation of dams and water retaining structures, and licensed to practice in the State of Wisconsin, and said inspection shall provide a thorough evaluation of the condition of the Dam and appurtenances as required under Wisconsin Statute Section 31.19(2)(ag). The County will also inspect the Dam during and after any flood event.

(c) Section 4.2(e) is created to read as follows:

(e) The District is responsible to perform Routine Maintenance to the operable components of the Dam as part of its day-to-day operation of the Dam. The District is also responsible for maintenance of the Dam outside of 33-feet of the centerline of County Highway-J. Routine Maintenance items will not be performed during the winter months.

(d) Section 4.2(f) is created to read as follows:

(f) The County is responsible for the ongoing maintenance of County Highway-J and the periodic maintenance of the Dam and appurtenances within 33-feet of the centerline of County Highway-J as identified in the biennial engineering inspection reports or as otherwise needed.

(e) Section 4.2(g) is created to read as follows:

(g) Each of the District and the County shall keep its own records of their respective Dam related activities including any operations, inspections, maintenance and repair.

(f) Section 4.3 is amended to read as follows:

Section 4.3 Exception – Dam Emergency. The District shall Operate and perform Routine Inspection and Routine Maintenance of the Control Structure, Interlocutory Dam and Interlocutory Dam Removable Upper Assembly to lower the level of Lake Beulah in the event of a Dam Emergency if ordered to do so by the County or the DNR. The County will take over as the Dam operator during a Dam Emergency and during high water operations (above 808.4 feet). If the County or the DNR declares a Dam Emergency, the County will temporarily take over as the primary operator of the Dam. Primary operation of the Dam will be transferred back to the District when flood waters are decreasing and/or the Dam Emergency is resolved, or the pool elevation returns to 807.81 feet.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

WALWORTH COUNTY,  
STATE OF WISCONSIN

LAKE BEULAH MANAGEMENT  
DISTRICT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Name:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



**Policy and Fiscal Note**  
**Resolution No. 61-01/15**

- I. **Title:** Accepting the Kikkoman Corporation Donation of Two (2) 11,000 Gallon Storage Tanks for Public Works Operations.
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to accept the donation of Two (2) 11,000 gallon storage tanks from Kikkoman for use by the general highway operations. The anticipated use of the tanks is for additional storage capacity of salt brine produced by the county.
  
- III. **Budget and Fiscal Impact:** Estimated value of the tanks is \$10,000 (\$5,000 each).
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

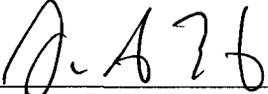
Committee: Public Works

Meeting Date: December 15, 2014

Vote: 5-0

County Board Meeting Date: January 13, 2015

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.

 1-6-15  
\_\_\_\_\_  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

 1/6/15  
\_\_\_\_\_  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

**Resolution No. 63-01/15**

**Approving the Leases of Farmland By and Between Walworth County and David Geils**

1 Moved/Sponsored by: Public Works Committee  
2

3 **WHEREAS**, Walworth County has four parcels of farmland; Parcels A and B located in Geneva  
4 Township and Parcels C and D located in Lyons Township, and the County has solicited bids for  
5 the leasing of said land and,  
6

7 **WHEREAS**, David E Geils of Lake Geneva submitted the highest bids for all four parcels over  
8 the specified four (4) year period, the terms and conditions of which are set out in the attached  
9 Farm Leases for both properties, with a renewal option to extend for two (2) additional two (2)  
10 year periods along with providing the county access as appropriate;  
11

12 **WHEREAS**, the Walworth County Public Works Committee met on December 15, 2014 and  
13 recommended approval of the award of these two farm leases to Mr. Geils;  
14

15 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
16 hereby approve the executing of two (2) Walworth County Farmland Leases with David E Geils  
17 pursuant to the terms.  
18  
19

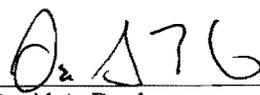
20 \_\_\_\_\_  
21 Nancy Russell  
22 County Board Chairperson  
23  
24

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

25 County Board Meeting Date: January 13, 2015  
26

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

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

	
David A. Bretl	Nicole Andersen
Date 1/5/15	Date 1/5/15
County Administrator/Corporation Counsel	Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 63-01/15**

**I. Title:** Approving the Leases of Farmland By and Between Walworth County and David Geils

**II. Purpose and Policy Impact Statement:** The purpose of this resolution is to approve the farm leases for four parcels of land owned by the County. The properties to be leased in the Town of Geneva (surrounding the County Government Campus) total 493 acres and the properties in the Town of Lyons (newly acquired White River Park) total 111 acres. The revenues received for the use of these lands are used to offset the cost of County government and the operation of White River County Park.

**III. Budget and Fiscal Impact:** The 2015 Budget included \$120,000 (Town of Geneva) and \$14,000 (Town of Lyons) in farm lease revenues for these county-owned properties. The County will receive \$680,000 (\$220,000 annually) over the four-year term of the lease for the Town of Geneva properties and \$133,200 (\$33,300 annually) over the same period for the Town of Lyons properties.

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

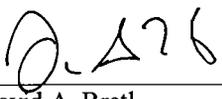
Committee: Public Works

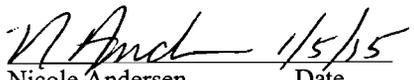
Meeting Date: December 15, 2014

Vote: 5-0

County Board Meeting Date: January 13, 2015

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

## FARM LEASE - CASH RENT

**THIS INDENTURE**, made this 16<sup>th</sup> day of December, 2014, by and between Walworth County of Elkhorn, County of Walworth, State of Wisconsin, (hereinafter "Lessor"), and David E. Geils, W3137 Willow Road, Lake Geneva, County of Walworth, State of Wisconsin, hereinafter ("Lessee"),

Witnesseth, that Lessor for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by Lessee, has by these presents demised and leased to the Lessee the following described property (hereafter "Property"), lying and being in Walworth County, State of Wisconsin, to wit:

Parcel A: Farm Service Agency (FSA) Farm #852, Tract 565, being the Property North and South of County Road NN, Section 4 and Section 9, Geneva Township, consisting of 422.6 acres, more or less; and

Parcel B: Farm Service Agency (FSA) Farm #7965, Tract 6005, being the Property lying North of CTH NN, Section 5, Geneva Township, consisting of 70.1 acres, more or less; and

as portrayed on USDA Farm Service Agency Maps created October 16, 2014 contained herein by reference and attached as Exhibit A;

To hold parcel A and parcel B for a period of four (4) years commencing January 1, 2015, with the option to extend for two (2) additional two (2) year lease periods, under the same terms and conditions, and by mutual consent of both parties for cash rent, payable as follows: \$170,000.00 for each year beginning January 1, 2015, with one-half (1/2) \$85,000 paid by March 1<sup>st</sup> of each crop year and the second one-half (1/2) \$85,000 paid by November 1<sup>st</sup> of each crop year; and

all subject to the following terms and conditions:

1. Rental is for the purpose of growing crops on the Property and for no other purpose.
2. This lease is cancelable if the Property is sold. If the Property is sold prior to Lessee having done any work on the Property for the season, this lease shall be void and no compensation shall be paid. If the Property is sold after work has been done on the Property, Lessee shall be compensated for the value of work done on the Property up to the time the lease is cancelled.
3. If the Lessor requires the use of the Property and such use requires crops to be destroyed, the Lessee shall be paid no more than the lease amount per acre and only for the acreage required for use by the lessor.
4. Lessee shall not sublease the Property or any part thereof, nor assign this lease without the consent of the Lessor, in writing, and to quit and deliver up the same to the Lessor or his attorney, peaceably and quietly, at the end of said term, and also to keep the same in as good repair as the same are in at the commencement of said term. Crops shall be harvested on or before October 31<sup>st</sup> of each crop year or as soon thereafter as conditions permit.
5. Lessee covenants to farm the Property in a husband-like manner, retain the Property in the FSA program, follow the soil conservation plan practice, or in the absence of a plan, work with the Walworth County Land Use and Resource Management to develop and implement a conservation plan prior to farming the land, and to follow farming practices that are generally recommended best adapted to this type of land unless other practices are agreed upon. No sludge shall be applied to the Property. Lessee shall furnish Lessor with a copy of a soil nutrient report prior to commencement of the lease and shall maintain soil nutrient levels by use of proper agricultural practices. Lessee shall retain, and upon request by Lessor, provide a record of the fertilizers, chemicals and the amounts applied. Lessee shall perform soil tests, include pH, at the commencement and at the end of this agreement and maintain a record of such tests.
6. Lessee shall not burn any stalks, straw or stubble on the Property.
7. Lessee shall preserve and keep the any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the Property, from injury or damage, and further, to keep the Property free from brush and burs, and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the lease.

8. Lessee further covenants that if Lessee's crops, or any part thereof shall be claimed or attached, or levied upon by execution, or claimed by any other person or persons, upon any pretense whatsoever, before said rent shall be fully paid, then upon the happening of any of said contingencies, said rent shall immediately become due and payable, and the said Lessor, or his legal representative, shall have the right to enter into the Property and to take possession of the said crops, or wherever else the same may be found, and remove the same and sell the same, or any part thereof; or if the same shall not be sufficiently matured for harvesting or gathering to cultivate the same, and to protect and preserve the same until it shall be fit, and then to harvest or gather and sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease, and the payment of said rent hereby reserved. Lessee authorizes Lessor to file a financing statement in the name of the Lessee for the following collateral: crops grown on the Property. Lessor may file a financing statement prior to the execution of any security agreement, which agreement Lessee agrees to sign, as well as file amendments or continuations of financing statements thereafter. Lessee may submit an irrevocable letter of credit in lieu of a security agreement.

9. Lessor reserves the privilege of ploughing the stubble ground when the Lessee may have secured the crop grown thereon; and further, that Lessor or his legal representative, may enter upon the Property for the purpose of viewing, or of seeding, and of making repairs or showing the Property to prospective purchasers.

10. If Lessee shall fail to cultivate the Property as herein agreed, or shall fail to keep any of the covenants in this lease contained, or shall assign this lease, or shall sublet the Property, or any part thereof, then this lease shall at the election of the Lessor, be null and void, and the Lessor, or his legal representative, shall have the right to take possession of the Property, using such force as may be necessary, with or without process of law; and all damage growing out of a failure to perform any of the covenants of this lease shall be added to and become a part of the rent, recoverable as rent.

11. Lessee hereby waives and relinquishes all right of exemption from sale or seizure under distress or execution, that he now has, or may hereafter have, by virtue of any law of this state, exempting personal property from seizure and sale on execution or distress for rent, and hereby gives the Lessor full power, authority and right to take and seize any personal property, whether exempt by law or not, and sell the same or any part thereof, in satisfaction of said rent hereby agreed to be paid.

12. Lessee further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the Lessor.

13. Lessee will obtain a general liability insurance policy in the amount of \$1,000,000, maintain liability insurance coverage for the term of the lease and provide the County with a certificate of insurance.

14. Lessee shall remove no timber, sand, gravel, marl, minerals, or oil from the Property without the written consent of the Lessor. Hunting rights shall be retained by the Lessor.

15. Lessee agrees to conform to the state law regarding noxious weeds, and to all laws of the state and United States affecting the use of the Property.

16. Lessee shall not have use of any existing farm buildings nor shall Lessee erect any structures on the Property.

17. Overdue rent payments shall bear interest at the rate of one percent (1%) per month.

18. Neither party shall pledge the credit of the other party hereto for any purpose without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

19. The words Lessor and Lessee when used herein, shall be taken to mean either the singular or the plural as the case may be, and the provisions of this instrument shall extend and apply to the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

20. Amendments and alterations to this lease shall be in writing and shall be signed by both the Lessor and Lessee.

Dated this 16th day of December, 2014.

WALWORTH COUNTY:

LESSEE:

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

\_\_\_\_\_  
David E. Geils  
Telephone (815) 378-3379

**ACKNOWLEDGMENT**

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN       )  
  ) SS.  
WALWORTH COUNTY        )

STATE OF WISCONSIN       )  
  ) SS.  
WALWORTH COUNTY        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, the above named Kimberly S. Bushey to me known to be  
the person who executed the foregoing instrument and  
acknowledged the same.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, the above name \_\_\_\_\_ to me known to be  
the person who executed the foregoing instrument and  
acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission \_\_\_ is permanent \_\_\_ expires \_\_\_\_\_.

My Commission \_\_\_ is permanent \_\_\_ expires \_\_\_\_\_.

# ATTACHMENT C

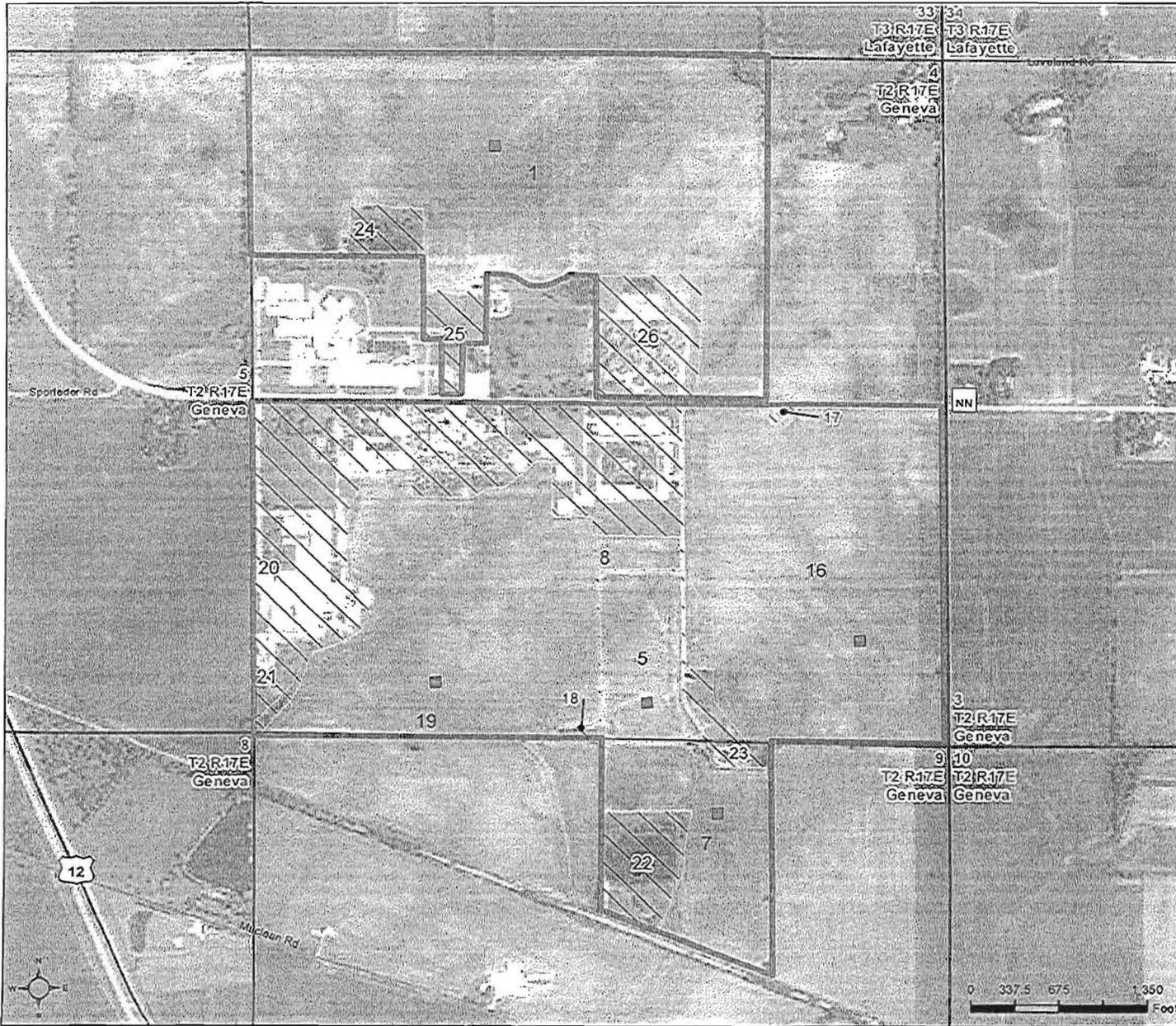


Walworth County, Wisconsin

Farm 852

Tract 565

2015 Program Year



CLU	Acres	HEL	Crop
1	160.51	NHEL	
5	19.43	NHEL	
7	33.11	NHEL	
8	3.74	NHEL	
16	115.51	NHEL	
17	0.6	UHEL	
18	0.56	UHEL	
19	90.3	NHEL	
20	83.46	UHEL	
21	4.55	NHEL	
22	12.07	UHEL	
23	2.81	UHEL	
24	5.27	NHEL	
25	5.96	UHEL	
26	17.57	NHEL	

Page Cropland Total: 422.6 acres

Map Created October 15, 2014

**Common Land Unit**

- Cropland
- Non-Cropland
- Tract Boundary
- PLSS

**NAIP Imagery 2013  
Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

EXHIBIT A

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

# ATTACHMENT D

Farm 7965  
 Tract 6005  
 2015 Program Year

CLU	Acres	HEL	Crop
1	63.75	NHEL	
2	6.35	NHEL	
3	7.63	UHEL	

Page Cropland Total: 70.1 acres



Map Created October 16, 2014

**Common Land Unit**

- Cropland
- Non-Cropland

- ▭ Tract Boundary
- ▭ PLSS

**NAIP Imagery 2013**

**Wetland Determination Identifiers**

- ⊙ Restricted Use
- ▽ Limited Restrictions
- ⊞ Exempt from Conservation Compliance Provisions

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

## FARM LEASE - CASH RENT

**THIS INDENTURE**, made this 16<sup>th</sup> day of December, 2014, by and between Walworth County of Elkhorn, County of Walworth, State of Wisconsin, (hereinafter "Lessor"), and David E. Geils, W3137 Willow Road, Lake Geneva, County of Walworth, State of Wisconsin, hereinafter ("Lessee"),

Witnesseth, that Lessor for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by Lessee, has by these presents demised and leased to the Lessee the following described property (hereafter "Property"), lying and being in Walworth County, State of Wisconsin, to wit:

Parcel C: Farm Service Agency (FSA) Farm #9445, Tract 3744, being the Property North and South of Sheridan Springs Road, Lyons Township, consisting of 82.63 acres, more or less; and

Parcel D: Farm Service Agency (FSA) Farm #9445, Tract 3745, being the Property North and South of Sheridan Springs Road, Lyons Township, consisting of 28.33 acres, more or less; and

as portrayed on USDA Farm Service Agency Maps created October 16, 2014 contained herein by reference and attached as Exhibit A;

To hold parcel A and parcel B for a period of four (4) years commencing January 1, 2015, with the option to extend for two (2) additional two (2) year lease periods, under the same terms and conditions, and by mutual consent of both parties for cash rent, payable as follows: \$33,300.00 for each year beginning January 1, 2015, with one-half (1/2) \$16,650.00 paid by March 1<sup>st</sup> of each crop year and the second one-half (1/2) \$16,650.00 paid by November 1<sup>st</sup> of each crop year; and

all subject to the following terms and conditions:

1. Rental is for the purpose of growing crops on the Property and for no other purpose.
2. This lease is cancelable if the Property is sold. If the Property is sold prior to Lessee having done any work on the Property for the season, this lease shall be void and no compensation shall be paid. If the Property is sold after work has been done on the Property, Lessee shall be compensated for the value of work done on the Property up to the time the lease is cancelled.
3. If the Lessor requires the use of the Property and such use requires crops to be destroyed, the Lessee shall be paid no more than the lease amount per acre and only for the acreage required for use by the lessor.
4. Lessee shall not sublease the Property or any part thereof, nor assign this lease without the consent of the Lessor, in writing, and to quit and deliver up the same to the Lessor or his attorney, peaceably and quietly, at the end of said term, and also to keep the same in as good repair as the same are in at the commencement of said term. Crops shall be harvested on or before October 31<sup>st</sup> of each crop year or as soon thereafter as conditions permit.
5. Lessee covenants to farm the Property in a husband-like manner, retain the Property in the FSA program, follow the soil conservation plan practice, or in the absence of a plan, work with the Walworth County Land Use and Resource Management to develop and implement a conservation plan prior to farming the land, and to follow farming practices that are generally recommended best adapted to this type of land unless other practices are agreed upon. No sludge shall be applied to the Property. Lessee shall furnish Lessor with a copy of a soil nutrient report prior to commencement of the lease and shall maintain soil nutrient levels by use of proper agricultural practices. Lessee shall retain, and upon request by Lessor, provide a record of the fertilizers, chemicals and the amounts applied. Lessee shall perform soil tests, include pH, at the commencement and at the end of this agreement and maintain a record of such tests.
6. Lessee shall not burn any stalks, straw or stubble on the Property.
7. Lessee shall preserve and keep the any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the Property, from injury or damage, and further, to keep the Property free from brush and burs, and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the lease.

8. Lessee further covenants that if Lessee's crops, or any part thereof shall be claimed or attached, or levied upon by execution, or claimed by any other person or persons, upon any pretense whatsoever, before said rent shall be fully paid, then upon the happening of any of said contingencies, said rent shall immediately become due and payable, and the said Lessor, or his legal representative, shall have the right to enter into the Property and to take possession of the said crops, or wherever else the same may be found, and remove the same and sell the same, or any part thereof; or if the same shall not be sufficiently matured for harvesting or gathering to cultivate the same, and to protect and preserve the same until it shall be fit, and then to harvest or gather and sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease, and the payment of said rent hereby reserved. Lessee authorizes Lessor to file a financing statement in the name of the Lessee for the following collateral: crops grown on the Property. Lessor may file a financing statement prior to the execution of any security agreement, which agreement Lessee agrees to sign, as well as file amendments or continuations of financing statements thereafter. Lessee may submit an irrevocable letter of credit in lieu of a security agreement.

9. Lessor reserves the privilege of ploughing the stubble ground when the Lessee may have secured the crop grown thereon; and further, that Lessor or his legal representative, may enter upon the Property for the purpose of viewing, or of seeding, and of making repairs or showing the Property to prospective purchasers.

10. If Lessee shall fail to cultivate the Property as herein agreed, or shall fail to keep any of the covenants in this lease contained, or shall assign this lease, or shall sublet the Property, or any part thereof, then this lease shall at the election of the Lessor, be null and void, and the Lessor, or his legal representative, shall have the right to take possession of the Property, using such force as may be necessary, with or without process of law; and all damage growing out of a failure to perform any of the covenants of this lease shall be added to and become a part of the rent, recoverable as rent.

11. Lessee hereby waives and relinquishes all right of exemption from sale or seizure under distress or execution, that he now has, or may hereafter have, by virtue of any law of this state, exempting personal property from seizure and sale on execution or distress for rent, and hereby gives the Lessor full power, authority and right to take and seize any personal property, whether exempt by law or not, and sell the same or any part thereof, in satisfaction of said rent hereby agreed to be paid.

12. Lessee further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the Lessor.

13. Lessee will obtain a general liability insurance policy in the amount of \$1,000,000, maintain liability insurance coverage for the term of the lease and provide the County with a certificate of insurance.

14. Lessee shall remove no timber, sand, gravel, marl, minerals, or oil from the Property without the written consent of the Lessor. Hunting rights shall be retained by the Lessor.

15. Lessee agrees to conform to the state law regarding noxious weeds, and to all laws of the state and United States affecting the use of the Property.

16. Lessee shall not have use of any existing farm buildings nor shall Lessee erect any structures on the Property.

17. Overdue rent payments shall bear interest at the rate of one percent (1%) per month.

18. Neither party shall pledge the credit of the other party hereto for any purpose without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

19. The words Lessor and Lessee when used herein, shall be taken to mean either the singular or the plural as the case may be, and the provisions of this instrument shall extend and apply to the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

20. Amendments and alterations to this lease shall be in writing and shall be signed by both the Lessor and Lessee.

Dated this 16th day of December, 2014.

WALWORTH COUNTY:

LESSEE:

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

\_\_\_\_\_  
David E. Geils  
Telephone (815) 378-3379

**ACKNOWLEDGMENT**

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN        )  
  ) SS.  
WALWORTH COUNTY        )

STATE OF WISCONSIN        )  
  ) SS.  
WALWORTH COUNTY        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, the above named Kimberly S. Bushey to me known to be the person who executed the foregoing instrument and acknowledged the same.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, the above name \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission \_\_\_ is permanent \_\_\_ expires \_\_\_\_\_.

My Commission \_\_\_ is permanent \_\_\_ expires \_\_\_\_\_.

# ATTACHMENT A

Farm 9445

Tract 3745

2015 Program Year



CLU	Acres	HEL	Crop
1	7.19	NHEL	
4	15.67	HEL	
11	5.47	NHEL	
12	27.46	UHEL	
13	33.53	UHEL	
14	1.22	UHEL	

Page Cropland Total: 28.33 acres

EXHIBIT A

Map Created October 16, 2014

**Common Land Unit**

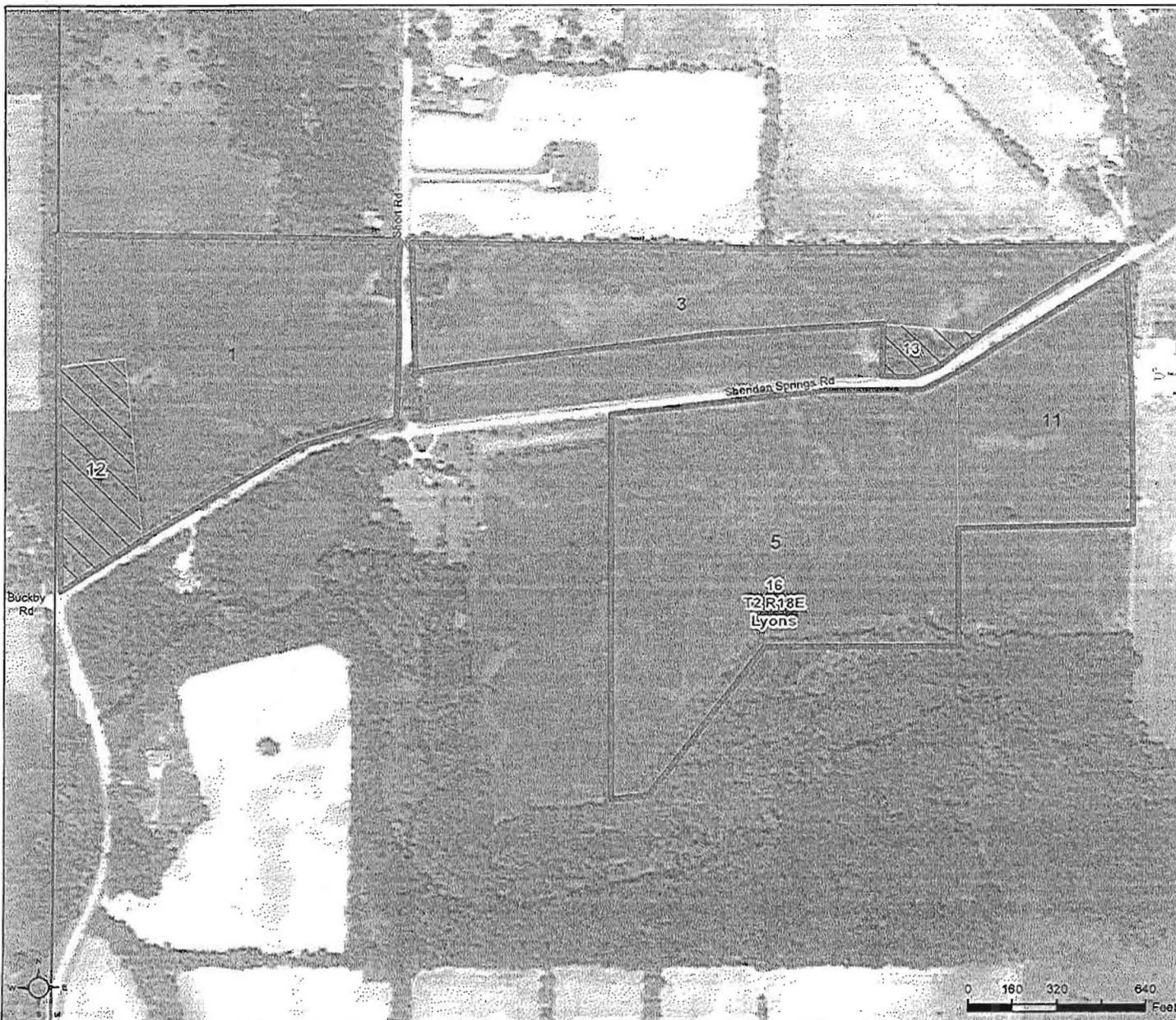
- Cropland
- Non-Cropland
- Tract Boundary
- PLSS

**NAIP Imagery 2013  
Wetland Determination Identifiers**

- ⊗ Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation
- ⊞ Compliance Provisions

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# ATTACHMENT B



CLU	Acres	HEL	Crop
1	22.24	HEL	
3	18.51	HEL	
5	30.84	HEL	
11	11.04	NHEL	
12	4.74	UHEL	
13	1.11	UHEL	

Page Cropland Total: 82.63 acres

Map Created October 16, 2014

**Common Land Unit**

- ☐ Cropland
- ☐ Non-Cropland
- ☐ Tract Boundary
- ☐ PLSS

**NAIP Imagery 2013**

**Wetland Determination Identifiers**

- ⊙ Restricted Use
- ▽ Limited Restrictions
- ☐ Exempt from Conservation Compliance Provisions

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