



**WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

**TUESDAY, MARCH 10, 2015 AT 6:00 P.M.**

County Board Room  
Walworth County Government Center  
100 W. WALWORTH STREET  
ELKHORN, WI

Board of Supervisors

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

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**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Invocation**

- Paul Yvarra, Walworth County Board Supervisor, District #4

**Roll Call**

**Withdrawals from Agenda, if any**

**Approval of the Agenda**

**Approval of the Minutes**

**Pgs 1-4**

- February 10, 2015 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."]

**Appointments/Elections**

**Pgs 5-9**

1. Local Emergency Planning Committee
  - Elizabeth Aldred, Director of Health and Human Services
  - Steve Olson, Police Chief – Village of Fontana
  - Kurt Picknell, Walworth County Sheriff  
(Recommended by the Executive Committee 5-0)

**Pgs 10-12**

2. Community Action, Inc.
  - Alan Kupsik – Term to begin upon confirmation and end on June 30, 2016  
(Recommended by the Executive Committee 5-0)

**Communications and Matters to Be Referred**

**Pgs 13-41**

1. Claims Received After Agenda Mailing
2. Claims: a) Summons and Complaint – West Suburban Bank v. County of Walworth, Glenn Sullens, DCN, LLC, and Knight Barry Title, Inc. (To be referred to the Executive Committee)

- Pgs 42-47**
- Pg 48**
- Pgs 49-50**
- Pgs 51-61**
- Pgs 62-64**
- Pgs 65-67**
- Pgs 68-72**
- Pg 73**
- Pg 74**
3. Correspondence received from David and Cheryl Starks, Town of Whitewater, requesting that Joy Baptist Camp Association, Inc.'s (a/k/a Camp Joy) conditional use be revoked (To be referred to the County Zoning Agency)
  4. Correspondence received from Neal Siegel regarding the short term rental ordinance (To be referred to the County Zoning Agency)
  5. Correspondence received from Supervisor David A. Weber regarding short term rentals (To be referred to the County Zoning Agency) (It is anticipated that the County Board will move, pursuant to Section 2-65 of the Code of Ordinances, to discuss this letter at the meeting and may take action to request the scheduling of a Committee of the Whole Meeting.)
  6. Correspondence received from Kenneth L. Etten, President of The Friends of the Geneva Theater, requesting the Walworth County Board consider working with the City of Lake Geneva and the TIF Review Board to allocate TIF funds toward the purchase of the Geneva Theater Building (To be referred to the Finance Committee)
  7. Correspondence received from Gardiner Appraisal Service, LLC regarding countywide assessments (To be referred to the Finance Committee)
  8. County Clerk Report – Summary of 2014 Dog Licenses Sold and Licensing Statistics (To be placed on file)
  9. Outagamie Co. Res. No. 108-2014-15 – Supporting proposed legislation prohibiting the manufacture, sale and distribution of a personal care product containing microbeads (To be placed on file)
  10. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
  11. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
  12. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)

### **Unfinished Business**

### **New Business**

### **Reports of Standing Committees**

**Pgs 75-76**

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

1. Jodi A. Buckett, Section 21, Lafayette Township. Rezone 35 acres of A-1 to 22 acres of A-2 and 13 acres of A-5 – Approved: 6-0 (February 19, 2015 Zoning Agency Hearing)
2. YMCA of Elgin/Golden Corridor Family YMCA, Sections 8, 9 & 16, East Troy Township. Rezone recreational camp parcels from A-3, C-2 and C-4 (Shoreland Wetlands) to P-1 and C-1 (Non-Shoreland Wetlands) – Approved: 6-0 (February 19, 2015 Zoning Agency Public Hearing)
3. Richard H. Kraus Jr. Trust – Owner, Town of Whitewater & Walworth County – Applicant, Section 20, Whitewater Township. Rezone approx. 59.97 acres of M-3 to A-1 – Approved: 6-0 (February 19, 2015 Zoning Agency Public Hearing)
4. Douglas Ridge – Owner, Town of Whitewater & Walworth County – Applicant, Section 9, Whitewater Township. Rezone approx. 21.7 acres of M-3 to A-3 – Approved: 6-0 (February 19, 2015 Zoning Agency Public Hearing)

5. Robin C. Goessling – Owner, Town of Whitewater & Walworth County – Applicant, Section 7, Whitewater Township. Rezone approx. 28.39 acres of M-3 to A-1 – Approved: 6-0 (February 19, 2015 Zoning Agency Public Hearing)

**Executive Committee**

**Pgs 77-78**

1. Ord. No. 915-03/15 – Amending Section 2-32 of the Walworth County Code of Ordinances Pertaining to the Term of the Chairperson and Vice-Chairperson – *Vote Required: Two-thirds* (Recommended by the Executive Committee 4-0)

**Pgs 79-80**

2. Ord. No. 919-03/15 – Amending Section 2-167 of the Walworth County Code of Ordinances Relative to County Members of the Wisconsin River Rail Transit Commission – *Vote Required: Two-thirds* (The Executive Committee will consider this item and make a recommendation at a special meeting prior to the March 10, 2015 County Board meeting.)

**Pgs 81-82**

3. Res. No. 71-03/15 – Proclaiming April 12-18, 2015 Volunteer Week in Walworth County and Recognizing Walworth County Volunteers – *Vote Required: Majority* (The Executive Committee will consider this item and make a recommendation at a special meeting prior to the March 10, 2015 County Board meeting.)

**Pgs 83-90**

4. Res. No. 73-03/15 – Approving an Amendment to an Antenna Site Agreement by and between Hard Rock Farms LLC, Milwaukee Tower Holdings and Walworth County – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

**Finance Committee**

**Pgs 91-92**

1. Res. No. 72-03/15 – Urging the City of Lake Geneva to Close Tax Incremental Financing District 4 – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)

**Human Resources Committee**

**Pgs 93-94**

1. Ord. No. 916-03/15 – Amending Section 15-1512 of the Walworth County Code of Ordinances Relating to a Shift Differential for Certain Health and Human Services Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 4-0)

**Pgs 95-102**

2. Ord. No. 917-03/15 – Amending Sections of Chapter 15 of the Walworth County Code of Ordinances Relating to Salary and Step Advancement for Certain CDEB Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 4-0 and the Children with Disabilities Education Board 3-0)

**Pgs 107-109**

3. Ord. No. 918-03/15 – Amending Section 15-6 of the Walworth County Code of Ordinances Relating to At-Will Employment for the Lead Investigator/Deputy Medical Examiner – *Vote Required: Majority* (Recommended by the Human Resources Committee 4-0)

**Pgs 103-106**

4. Ord. No. 920-03/15 – Amending Chapter 15 of the Walworth County Code of Ordinances Relating to a Reorganization of the Public Works Department – *Vote Required: Two-thirds* (The Human Resources Committee will consider this item and make a recommendation at a special meeting on March 2, 2015.)

**Pgs 110-111**

5. Res. No. 70-03/15 – Reauthorization of Self-Insurance for Worker’s Compensation – *Vote Required: Majority* (Recommended by the Human Resources Committee 4-0)

**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, April 21, 2015 agenda on or before Wednesday, April 8, 2015.

**FEBRUARY 10, 2015  
WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 2:00 p.m. in the County Board Room at the Walworth County Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following Supervisors were present: Richard Brandl, Tim Brellenthin, 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.

David A. Weber, Walworth County Board Supervisor, District #7, delivered the invocation.

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

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

**Approval of the Minutes**

On motion by Supervisor Brandl, seconded by Supervisor Schaefer, the January 13, 2015 County Board Meeting minutes were approved by voice vote.

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

There was none.

**Appointments/Elections**

1. Agriculture and Extension Education and Land Conservation Committees
  - Matt Polyock – Farm Service Agency Representative (Recommended by the Executive Committee 5-0)
2. Civil Service Board
  - Sheldon “Shelly” Shepstone – Five-year term to begin upon confirmation and end on December 31, 2019 (Recommended by the Executive Committee 5-0)
  - Thomas Cotter – Five-year term to begin upon confirmation and end on December 31, 2019 (Recommended by the Executive Committee 5-0)
3. Wisconsin River Rail Transit Commission
  - Kevin Brunner – Term to begin upon confirmation and end on April 30, 2016 (Recommended by the Executive Committee 5-0)

On motion by Supervisor Schaefer, seconded by Supervisor Weber, the appointments to the Agriculture and Extension Education and Land Conservation Committees, Civil Service Board, and Wisconsin River Rail Transit Commission 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) Summons and Complaint – Tom and Donna Poulos vs. Walworth County and Walworth County Board of Adjustment (To be referred to the Executive Committee)
3. Correspondence from Brown County Citizens for Responsible Wind Energy regarding the Public Service Commission of Wisconsin’s recently released 2014 Wind Siting Council Report (To be placed on file)
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
  - Ordinance No. 914-02/15 – Creating Chapter 15 of the Walworth County Code of Ordinances Concerning Risk Management and Creating Sections, thereof, Relative to Medical Coverage for Volunteers – *Vote Required: Two-thirds* (Recommended by the Finance Committee 5-0)
  - Resolution No. 69-02/15 – Authorizing the Commitment of \$250,000 in the Risk Management Fund to Establish Self-funded Medical Coverage for Volunteers – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
  - Summons and Complaint – McHenry Savings Bank vs. DMICH’s LLC and Walworth County Clerk of Circuit Court – To be referred to the Executive Committee
  - Answer to the Adversary Complaint by the Defendant, ONE9OH9OH, LLC – In re: Michael P. Scholl and Christine L. Scholl v. Walworth County and ONE9OH9OH, LLC – To be referred to the Executive Committee
  - Motion and Order Dismissing Sheboygan County from Proceedings – In re: B.R. Amon & Sons, Inc. (Walworth County Circuit Court Case Nos. 13-CV-363, 13-CV-364, 13-CV-365, 13-CV-366) – To be referred to the Executive Committee
  - Correspondence from Supervisor Dave Weber regarding County Board Chair term limits – To be referred to the Executive Committee
  - Correspondence from Wisconsin Department of Administration regarding the State’s potential eligibility to apply for federal funds on behalf of counties that were included in a federal declaration of disasters (storms and flooding) in 2011, 2012 and 2013 – To be referred to the Executive Committee
  - Wisconsin River Rail Transit Commission (WRRTC) 2013 Audit Report (The full report can be viewed in the County Clerk’s Office) – To be placed on file
  - *Walworth County Aging & Disability Resource Center News*, February 2015 – To be placed on file
6. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)
  - YMCA of Elgin, Jody A. Heimos – Applicant, East Troy Township. Rezone entire recreational camp parcels from A-3 Agricultural Holding District, C-2 Upland Resource Conservation District and C-4 Lowland Resource Conservation District (Shoreland Wetlands) to P-1 Park District and C-1 Lowland Resource Conservation District (Non-Shoreland Wetlands)
  - Jodi A. Buckett, LaFayette Township. Rezone approx. 35 acres of A-1 Prime Agricultural District to approx. 22 acres of A-2 Agricultural District and 13 acres of A-5 Agricultural-Rural Residential District
  - Richard H. Kraus Jr. Trust, Whitewater Township. Rezone approx. 59.97 acres of M-3 Mineral Extraction District to A-1 Prime Agricultural District
  - Douglas Ridge, Whitewater Township. Rezone approx. 21.7 acres of M-3 Mineral Extraction District to A-3 Agricultural Holding District
  - Robin C. Goessling, Whitewater Township. Rezone approx. 28.39 acres of M-3 Mineral Extraction District to A-1 Prime Agricultural District

## Unfinished Business

## New Business

## Reports of Standing Committees

### Executive Committee

1. Approval of the 2015-2016 County Board Meeting Schedule – *Vote Required: Majority* (Recommended by the Executive Committee 5-0 and the Finance Committee 5-0)
2. Res. No. 65-02/15 – Denying the claim of Robert Drozdowski – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
3. Res. No. 66-02/15 – Recognizing the UW-Whitewater Warhawks Football Team on the Occasion of Their Sixth Division III National Championship – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

On motion by Supervisor Ingersoll, seconded by Supervisor Brandl, the **2015-2016 County Board Meeting Schedule** was approved by voice vote.

On motion by Supervisor Staples, seconded by Supervisor Weber, Item 2, **Resolution No. 65-02/15**, and Item 3, **Resolution No. 66-02/15**, were approved by voice vote. Chair Russell stated Resolution No. 66-02/15 will be presented at UW-Whitewater.

### Finance Committee

1. Ord. No. 914-02/15 – Creating Chapter 13 of the Walworth County Code of Ordinances Concerning Risk Management and Creating Sections, thereof, Relative to Medical Coverage for Volunteers – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
2. Res. No. 67-02/15 – Authorizing the Closing of CTH H, CTH M, CTH H (Lake Geneva) Roadwork Projects and CTH NN Culvert Project and Transferring Remaining Funds to the Road Construction Committed Fund Balance Account – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
3. Res. No. 68-02/15 – Repealing Resolution No. 12-04/13 Approving Financing of Project on Behalf of Geneva Ridge Housing Foundation, LLC and Resolution No. 93-03/14 Approving Financing of Project on Behalf of Geneva Ridge Senior Housing, LP – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
4. Res. No. 69-02/15 – Authorizing the Commitment of \$250,000 in the Risk Management Fund to Establish Self-funded Medical Coverage for Volunteers – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)

On motion by Supervisor Kilkenny, seconded by Supervisor Weber, Item 2, **Resolution No. 67-02/15**, and Item 3, **Resolution No. 68-02/15**, were approved by voice vote.

Supervisor Weber offered a motion, seconded by Supervisor Monroe, to approve Item 1, Ordinance No. 914-02/15. David Bretl, County Administrator, said in the packet of items handed out after the agenda mailing includes updated versions of Ordinance No. 914-02/15 and Resolution No. 69-02/15 as there were changes made to these items at the Finance Committee meeting. He said for many years the county has had a policy covering accidental injuries that volunteers could suffer while working in that capacity. He stated the county submitted its first claim last year, and they had a 40% increase in the renewal rate. This resolution would authorize setting aside \$250,000 in a fund, and in essence, the county would be the insurance company. Bretl said plan documents will be drafted and limits are set forth in the ordinance. Chair Russell asked if the aggregate limit is per incident or per year. Bretl said there can be an



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

**Committee:** Local Emergency Planning Committee (LEPC)

**Nominee:** Liz Aldred

**Address:** W4051 Co. Rd NN, Elkhorn Wi

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Dr David Thompson (retired)

**When did/does the incumbent's current term expire?** Appointed as HHS representative

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

**Comment** \_\_\_\_\_

**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:** Local Emergency Planning Committee (LEPC)

**Nominee:** Steve Olson, Police Chief Village of Fontana

**Address:** P O Box 325 Fontana WI 53125

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Michael Ciardo (retired)

**When did/does the incumbent's current term expire?** Appointed as Police (local)  
representative

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

**Comment** \_\_\_\_\_

**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:** Steven Olson

**Date:** 2/12/15

**Mailing Address:** 513 Forest Glen Drive  
Fontana, WI 53125

**Phone:** 262-749-4875

I reside in:  the Town of \_\_\_\_\_  
 the Village of Fontana on Geneva Lake\_\_  
 the City of \_\_\_\_\_

**Please consider me for appointment to:** Local Emergency Planning Committee

**I am interested in serving as a citizen representative because:** I have 26 years of LE supervisory experience, 18 years serving as the Chief of Police of the Fontana. I am a resident of Walworth County and have a keen interest in the safety/welfare of all Walworth County residents.

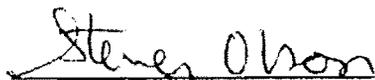
**Special skills, experience or qualifications I possess related to this appointment are:**  
26 years of LE supervisory experience, including but not limited to training in NIMS, the development and implementation of critical incident response procedures along with first hand experience in handling various types of critical incidents.

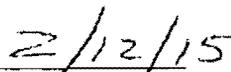
**Check one of the following:**

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

  
Date

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

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

**Committee:** Local Emergency Planning Committee (LEPC)

**Nominee:** Kurt Picknell

**Address:** 1770 County Road NN, Elkhorn Wi

\_\_\_\_\_

\_\_\_\_\_

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** David Graves (retired)

\_\_\_\_\_

**When did/does the incumbent's current term expire?** Appointed as Sheriff representative

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

\_\_\_\_\_

**Comment** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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:** Community Action

**Nominee:** Alan Kupsik

**Address:** 717 S Lake Shore Dr Lake Geneva, WI 53147

**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** \_\_\_\_\_

**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: ALAN KUPSIR Date: 2/14/2015

Mailing Address: 717 S. LAKE SHORE DR. Phone: \_\_\_\_\_

LAKE GENEVA, WI.

53147

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

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

the City of LAKE GENEVA

Please consider me for appointment to: BOARD MEMBER:

COMMUNITY ACTION INC.

I am interested in serving as a citizen representative because: \_\_\_\_\_

THERE IS A NEED TO INCREASE OUR  
MEMBERSHIP ON THIS BOARD TO PROVIDE  
THE NECESSARY SERVICES NEEDED IN WALWORTH  
COUNTY.

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

ALDERMAN - AND DIST. BOARD MEMBER - YMCA,  
BOARD MEMBER - LAKE GENEVA ECON. DEV. CORP.

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.

Alm Kuznik                      2/17/2015  
Signature of Applicant                      Date

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

COPY

STATE OF WISCONSIN

RECEIVED  
WALWORTH COUNTY CLERK  
CIRCUIT COURT WALWORTH COUNTY

2015 FEB 20 PM 1:14

WEST SUBURBAN BANK,  
an Illinois State Bank,  
355 W. Army Trail Road  
Bloomingdale, IL 60108

Plaintiff,

v.

COUNTY OF WALWORTH,  
a Wisconsin municipal corporation  
c/o Kimberly Bushey,  
Clerk of Walworth County  
100 West Walworth Street  
Elkhorn, WI 53121

GLENN SULLENS  
6N622 Fair Oaks Drive,  
St. Charles, IL 60175

DCN, LLC,  
a Wisconsin limited liability company  
c/o Lisa Sullens, Registered Agent  
5574 Highway 50  
Delavan, WI 53115

and

KNIGHT BARRY TITLE, INC.,  
a Wisconsin corporation  
c/o Jeffrey B. Green, Registered Agent  
400 Wisconsin Avenue  
Racine, WI 53403

Defendants.

15 CV 00100  
Case No.  
Case Code: 30701, 30704  
Declaratory Judgment  
Other Injunction

HON. PHILLIP A. KOSS

FILED

FEB 13 2015

WALWORTH COUNTY  
CLERK OF CIRCUIT COURT  
BETHANY FIEGEL

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SUMMONS

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TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action, which names you as a Defendant. The Complaint, which is attached, states the nature and

basis of the legal action.

Within 20 days of receiving this Summons, except the United States of America which has 60 days to answer, you must respond with a written answer (as that term is used in chapter 802 of the Wisconsin Statutes) to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Walworth County Judicial Center, 1800 County Trunk NN, P.O. Box 1001, Elkhorn, Wisconsin, 53121, and to Anthony A. Coletti, Plaintiff's attorney, whose address is 101 Evergreen Parkway, #3, Elkhorn, Wisconsin 53121. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal remedy requested in the Complaint, and you may lose your right to respond to the allegations made in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 13<sup>th</sup> day of February, 2015.

LAW OFFICES OF ANTHONY A. COLETTI,  
S.C., Attorneys for the Plaintiff

By:   
Anthony A. Coletti, SBN 1018646

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

COPY

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

WEST SUBURBAN BANK,  
an Illinois State Bank,  
355 W. Army Trail Road  
Bloomington, IL 60108

Plaintiff,

v.

COUNTY OF WALWORTH,  
a Wisconsin municipal corporation  
c/o Kimberly Bushey,  
Clerk of Walworth County  
100 West Walworth Street  
Elkhorn, WI 53121

GLENN SULLENS  
6N622 Fair Oaks Drive,  
St. Charles, IL 60175

DCN, LLC,  
a Wisconsin limited liability company  
c/o Lisa Sullens, Registered Agent  
5574 Highway 50  
Delavan, WI 53115

and

KNIGHT BARRY TITLE, INC.,  
a Wisconsin corporation  
c/o Jeffrey B. Green, Registered Agent  
400 Wisconsin Avenue  
Racine, WI 53403

Defendants.

15 CV 00100

Case No.

Case Code: 30701, 30704

Declaratory Judgment  
Other Injunction

HON. PHILLIP A. KOSS

**FILED**

**FEB 13 2015**

WALWORTH COUNTY  
CLERK OF CIRCUIT COURT  
BETHANY FIEGEL

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**COMPLAINT**

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**NOW COMES** the Plaintiff, West Suburban Bank, by its attorneys, Law Offices of Anthony A. Coletti, S.C., by Attorney Anthony A. Coletti, and files this action against the Defendants, County

of Walworth, Glenn Sullens, DCN, LLC, a Wisconsin limited liability company, and Knight Barry Title, Inc, a Wisconsin corporation, and alleges and complains against the Defendants as follows:

1. Plaintiff, West Suburban Bank (“West Suburban”), is an Illinois state bank with offices located at 355 W. Army Trail Road, Bloomingdale, IL 60108. West Suburban is an Illinois financial institution.

2. Defendant, County of Walworth, is a Wisconsin municipal corporation (“County”) with offices located c/o Kimberly Bushey, Clerk of Walworth County, 100 West Walworth Street, Elkhorn, WI 53121.

3. Defendant, Glenn Sullens (“Sullens”), upon information and belief, is an adult individual residing at 6N622 Fair Oaks Drive, St. Charles, IL 60175

4. Defendant, DCN, LLC, is a Wisconsin limited liability company (“DCN”) with offices located c/o Lisa Sullens, Registered Agent, 5574 Highway 50, Delavan, WI 53115.

5. Defendant, Knight Barry Title, Inc., is a Wisconsin corporation (“Knight Barry”) with offices located c/o Jeffrey B. Green, Registered Agent, 400 Wisconsin Avenue, Racine, WI 53403.

6. West Suburban is the owner of a judgment against Sullens and Movin On Up, Inc. (“Movin On Up”) in the sum of six hundred forty-seven thousand five hundred seventy-four dollars and 83/100 (\$647,574.83) (the “Judgment”). The Judgment was entered against Sullens and Movin On Up in the matter of West Suburban v. Sullens & Movin On Up, in DuPage County, Illinois Circuit Court, in Case No. 2010L000205 on July 21, 2010.

7. The Judgment was entered against Sullens and Movin On Up in Walworth County Circuit Court on October 21, 2010 in Case No. 2010-FJ-000035. The Judgment was docketed in Walworth County Circuit Court on October 21, 2010.

8. In the period October 21, 2010 to February 10, 2015, interest in the sum of one hundred seventy-nine thousand four hundred seventy-five dollars and 80/00(\$179,475.80) has

accrued on the Judgment. Interest continues to accrue on the Judgment at the rate of two hundred twelve dollars and 90/100 (\$212.90) per day.

9. Upon information and belief, Sullens is, and at all times material to this lawsuit, has been a member of DCN.

10. DCN is the owner of land and buildings located at 5574 Highway 50, Delavan, WI 53115 which is more particularly described as Lot 4 of Lake Prairie Subdivision, located in the Southwest ¼ of Section 23, Town 2 North, Range 16 East, Walworth County, Wisconsin (the "Property").

11. On November 13, 2012, West Suburban applied to the Circuit Court for an execution against property owned by Sullens. The execution ("Execution") was issued on November 13, 2012.

12. On November 26, 2012, the Execution was delivered to the Walworth County Sheriff's Department ("Sheriff's Department"). On or about December 27, 2012, the Sheriff's Department returned the Execution. The Sheriff's Department failed and refused to levy upon Sullens' interest in DCN.

13. Upon inquiry by West Suburban as to the reason for the failure and refusal of the Sheriff's Department to levy upon Sullens' interest in DCN, representatives of the Sheriff's Department stated that Wis. Stat. § 815.05(1s) may not permit the Sheriff to levy upon a person's interest in a limited liability company.

14. West Suburban submits that an interest in a limited liability company is personal property which may be levied upon by the Sheriff's Department pursuant to Wis. Stat. § 815.05(1s).

15. Wis. Stat. § 806.04(1) and (2) authorize the Court to interpret statutory provisions and to declare the legal rights of parties. Pursuant to these statutory provisions, West Suburban requests a declaratory judgment affirming that the Sheriff's Department may levy upon Sullens' interest in

DCN and ordering the seizure of Sullens' interest in DCN and sale thereof to satisfy the Judgment in whole, or in part.

16. As a declaratory judgment may affect Sullens' interest in DCN, he is a proper party to this action pursuant to Wis. Stat. § 806.04(11).

17. As a declaratory judgment may affect ownership of DCN, DCN is a proper party to this action pursuant to Wis. Stat. § 806.04(11).

18. Upon information and belief, DCN has accepted an offer to purchase the Property.

19. Sale of the Property and disbursement of the sales proceeds to DCN would render this controversy moot and irreparably harm West Suburban by dissipating assets and monies which the Sheriff can, and should, levy upon and dispose of in order satisfy the Judgment in whole, or in part.

20. Upon information and belief, Knight Barry is the closing agent for sale of the Property by DCN and has received, or will receive, monies for the sale of the Property. As such, Knight Barry is a proper party to this action.

**WHEREFORE**, West Suburban demands judgment against the Defendants for the following relief:

A. For an Order pursuant to Wis. Stat. § 806.04 declaring that the Sheriff's Department is legally required to levy upon Sullens' interest in DCN by virtue of Wis. Stat. § 815.05(1s).

B. For an Order compelling the Sheriff's Department to levy upon Sullens' membership interest in DCN and satisfy the Judgment, in whole or in part from the sale of Sullens' membership interest in DCN. In the alternative, West Suburban requests that the Sheriff's Department seize Sullens' membership interest in DCN and deliver said interest to West Suburban.

C. For ex parte, temporary, and permanent injunctions barring DCN from selling the Property or distributing any proceeds from sale of the Property to Sullens, and barring Knight Barry

from distributing any monies from the sale of the Property to DCN and/or Sullens until the Sheriff has levied against Sullens interest in DCN as requested in Subparagraphs A and B, herein above.

- D. For the costs and disbursements of this action.
- E. For such other relief as the Court deems just and proper.

Dated this 13<sup>th</sup> day of February, 2015.

LAW OFFICES OF ANTHONY A. COLETTI,  
S.C., Attorneys for the Plaintiff

By:  \_\_\_\_\_  
Anthony A. Coletti, SBN 1018646

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



**COPY**

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

101 Evergreen Parkway, Unit 3, Elkhorn, WI 53121

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

February 13, 2015

***Via Personal Delivery***

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

**RE: West Suburban Bank v. County of Walworth et al.**

Dear Judge Koss:

Enclosed please find the following materials regarding the above-captioned action:

1. Summons and Complaint;
2. Notice of Motion and Motion for Ex Parte and Temporary Injunctions;
3. Affidavit of Anthony A. Coletti;
4. Brief in Support of Plaintiff's Motion for Ex Parte and Temporary Injunctions;
5. Proposed Order for Ex Parte Injunction;

Please note that as time is of the essence we are asking for the issuance of an ex parte injunction against the Defendants, DCN, LLC and Knight Barry Title, Inc. We are serving copies of the above-referenced documents upon Pam Pieroni of Knight Barry and David Schiltz, Esq, counsel for DCN, LLC by e-mail today. If you wish to hold a conference call before issuance of the ex parte order or to schedule a hearing on the temporary injunction, we would be happy to set up the call.

In any event, I'd ask that your clerk contact my office once you have made a decision on the ex parte order.

Very truly yours,

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

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

Enclosures

cc: Michael Cotter, Esq. (w/enclosures) (by e-mail and U.S. Mail)  
David Schiltz, Esq. (w/enclosures) (by e-mail and U.S. Mail)  
Ms. Pam Pieroni (w/enclosures) (by e-mail and U.S. Mail)  
Mr. Glenn Sullens (w/enclosures) (by U.S. Mail)  
Mr. Stan Celner (w/enclosures) (by e-mail)  
Attorney Vince Robertelli (w/enclosures)(by e-mail)

**STATE OF WISCONSIN                      CIRCUIT COURT                      WALWORTH COUNTY**

---

WEST SUBURBAN BANK,

Plaintiff,

Case No. \_\_\_\_\_

Case Code: 30701, 30704  
Declaratory Judgment  
Other Injunction

v.

COUNTY OF WALWORTH,  
GLENN SULLENS, DCN, LLC,  
a Wisconsin limited liability company, and  
KNIGHT BARRY TITLE, INC.,  
a Wisconsin corporation,

Defendants.

---

**NOTICE OF MOTION AND MOTION FOR TEMPORARY INJUNCTION**

---

TO: COUNTY OF WALWORTH,  
c/o Kimberly Bushey,  
Clerk of Walworth County  
100 West Walworth Street  
Elkhorn, WI 53121

GLENN SULLENS  
6N622 Fair Oaks Drive,  
St. Charles, IL 60175

DCN, LLC,  
c/o Lisa Sullens, Registered Agent  
5574 Highway 50  
Delavan, WI 53115

KNIGHT BARRY TITLE, INC.,  
c/o Jeffrey B. Green, Registered Agent  
400 Wisconsin Avenue  
Racine, WI 53403

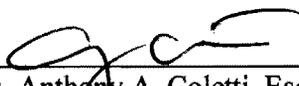
**PLEASE TAKE NOTICE THAT** Plaintiff, West Suburban Bank, will move the Court, Hon. Phillip A. Koss, presiding, in his courtroom, 1800 County Road NN, Room 3021, Elkhorn, WI 53121, at 9:00 o'clock on February 20, 2015 for an order, pursuant to Wis. Stat. § 813.02: (a) enjoining, barring, and prohibiting the Defendant, DCN, LLC ("DCN"), from selling the property located at 5574 Highway 50, Delavan, WI (the "Property") until further order of the Court and (b) enjoining, barring, and prohibiting the Defendants, DCN, and Knight Barry Title, Inc. ("Knight Barry"), from distributing any proceeds from sale of the Property to Glenn Sullens

("Sullens"), anyone representing Sullens, or acting on his behalf, until further order of the Court.

The Motion is based upon the pleadings on file and the proceedings to date, including Plaintiff's Complaint, filed February 13, 2015, the Affidavit of Anthony A. Coletti and Plaintiff's Brief in Support of Ex Parte and Temporary Injunction.

Dated this 13<sup>th</sup> day of February, 2015.

LAW OFFICES OF ANTHONY A. COLETTI,  
S.C., Attorney for Plaintiff

  
\_\_\_\_\_  
By: Anthony A. Coletti, Esq.  
State Bar No. 1018646

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

COPY

STATE OF WISCONSIN                      CIRCUIT COURT                      WALWORTH COUNTY

WEST SUBURBAN BANK,

Plaintiff,

v.

COUNTY OF WALWORTH,  
GLENN SULLENS, DCN, LLC,  
a Wisconsin limited liability company, and  
KNIGHT BARRY TITLE, INC.,  
a Wisconsin corporation,

Defendants.

15 CV 00100

Case No. \_\_\_\_\_  
Case Code: 30701, 30704  
Declaratory Judgment  
Other Injunction

**FILED** HON. PHILLIP A. KOSS

FEB 13 2015

WALWORTH COUNTY  
CLERK OF CIRCUIT COURT  
BETHANY FIEGEL

**AFFIDAVIT OF ANTHONY A. COLETTI**

STATE OF WISCONSIN    )  
  )ss  
COUNTY OF WALWORTH )

I, Anthony A. Coletti, being first duly sworn on oath, do depose and state as follows:

1. I am the attorney of record for Plaintiff, West Suburban Bank ("West Suburban"), in the above-captioned action.

2. West Suburban is the owner of a judgment against the Defendant, Glenn Sullens ("Sullens") and Movin On Up, Inc. ("Movin On Up") in the sum of six hundred forty-seven thousand five hundred seventy-four dollars and 83/100 (\$647,574.83) (the "Judgment"). The Judgment was entered against Sullens and Movin On Up in the matter of West Suburban v. Sullens & Movin On Up, in DuPage County, Illinois Circuit Court, in Case No. 2010L000205 on July 21, 2010.

3. The Judgment was entered against Sullens and Movin On Up in Walworth County Circuit Court on October 21, 2010 in Case No. 2010-FJ-000035. The Judgment was docketed in Walworth County Circuit Court on October 21, 2010. A true and accurate copy of the Notice of

Entry of Judgment, filed in the Office of the Clerk of Courts for Walworth County, on October 21, 2010, in Walworth County Case No. 2010-FJ-000035, is attached hereto, marked Exhibit A, and incorporated herein by reference.

4. In the period October 21, 2010 to February 10, 2015, interest in the sum of one hundred seventy-nine thousand four hundred seventy-five dollars and 80/100(\$179,475.80) has accrued on the Judgment. Interest continues to accrue on the Judgment at the rate of two hundred twelve dollars and 90/100 (\$212.90) per day.

5. Based upon my review of the 2010 Annual Report for the Defendant, DCN, LLC ("DCN"), on file in the Office of the Wisconsin Department of Financial Institutions, my review of a Memorandum of Lease, dated April 1, 2013, which was signed by Sullens as "member Dnc (sic) LLC," and a February 10, 2015 telephone call from David Schiltz, Esq. ("Attorney Schiltz"), counsel for DCN, it is my understanding that Sullens is, and at all times material to this lawsuit has been, a member of DCN. A true and accurate copy of the 2010 Annual Report for DCN is attached hereto, marked Exhibit B, and incorporated herein by reference. A true and accurate copy of the Memorandum of Lease, dated April 1, 2013, and recorded in the Office of the Register of Deeds for Walworth County on May 8, 2013, as Document No. 862662, is attached hereto, marked Exhibit C, and incorporated herein by reference.

6. DCN is the owner of land and buildings located at 5574 Highway 50, Delavan, WI 53115 which is more particularly described as Lot 4 of Lake Prairie Subdivision, located in the Southwest ¼ of Section 23, Town 2 North, Range 16 East, Walworth County, Wisconsin (the "Property"). A true and accurate copy of the Warranty Deed for the Property from Nebojsa Fazlovic and Karmelita Fazlovic, husband and wife, and Blagojka Momcilovic, Grantors and DCN, LLC, a Wisconsin limited liability company which was recorded in the Office of the Register of Deeds for

Walworth County, on February 15, 2007, as Document No. 701209, is attached hereto, marked Exhibit D, and incorporated herein by reference.

7. On November 13, 2012, West Suburban applied to the Circuit Court for an execution against property owned by Sullens. The execution ("Execution") was issued on November 13, 2012. A true and accurate copy of the Execution is attached hereto, marked Exhibit E, and incorporated herein by reference.

8. On November 26, 2012, the Execution was delivered to the Walworth County Sheriff's Department ("Sheriff's Department"). On or about December 27, 2012, the Sheriff's Department returned the Execution. The Sheriff's Department failed and refused to levy upon Sullens' interest in DCN.

9. In the succeeding months, I have spoken with and met with Deputy Mark Drews ("Deputy Drews") of the Sheriff's Department and Michael Cotter, Esq, Assistant Corporation Counsel for Walworth County, to discuss the basis for the refusal of the Sheriff's Department to levy upon Sullens' interest in DCN. I was informed that Deputy Drews was concerned that Wis. Stat. § 815.05(1s) may not permit the Sheriff to levy upon a debtor's interest in a limited liability company.

10. On February 10, 2015, I received a telephone call from Attorney Schiltz who indicated that DCN has accepted an offer to purchase the Property. Pam Pieroni, tile examiner, for the Defendant, Knight Barry Title, Inc. ("Knight Barry") affirmed to me that Knight Barry had prepared a preliminary title commitment for the Property.

11. Sale of the Property and disbursement of the sales proceeds to DCN prior to levy of Sullens' interest would irreparably harm West Suburban. In such event, Sullens would have a very strong incentive to withdraw the share of the proceeds attributable to his membership interest and spend and/or hide those monies. In the past, Sullens successfully evaded service of process in Illinois and Wisconsin.

West Suburban Bank vs. Glenn Sullens

Notice of Entry of Foreign Judgment

For Official Use Only  
FILED  
CIRCUIT COURT

Case No.: 2010FJ000035

ANTHONY A COLETTI  
SWEET, MAIER & COLETTI, S.C.  
114 N. CHURCH STREET  
P.O. BOX 318  
ELKHORN WI 53121-0318

Foreign Judgment was entered on 07-21-2010 as follows:

**in favor of (creditor):**

West Suburban Bank  
5 W. Army Trail Road  
Homewood IL 60108

**Creditor's attorney:**

Anthony A Coletti  
114 N. Church Street  
P.O. Box 318  
Elkhorn WI 53121-0318

**against (debtor):**

**Debtor's attorney:**

Movin On Up, Inc.  
706 Bonded Parkway  
Streamwood IL 60107

Glenn Sullens  
6222 Fair Oaks Drive  
St. Charles IL 60175

Amount of Judgment	619019.35
Witness Fee	0.00
Attorney Fee	2700.00
Service	0.00
Docketing Fee	0.00
Other	460.00
Filing Fee	0.00
Interest	25395.48
<b>Total Judgment &amp; Costs</b>	<b>\$647574.83</b>

Comments:  
Originating DuPage County, State of Illinois  
Case No. 2010L000205

**Notice of Filing of Foreign Judgment Mailed to:**

Glenn Sullens  
6222 Fair Oaks Drive  
St. Charles, IL 60175

Movin On Up, Inc.  
706 Bonded Parkway  
Streamwood, IL 60107

and

Attorney Anthony A. Coletti  
114 N. Church Street  
Elkhorn, WI 53121  
for Plaintiff, West Suburban Bank

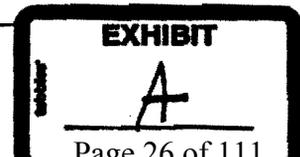
Docketing Date: 10-21-2010  
Date notice mailed: 10-21-2010

Docketing Time: 01:06 pm

BY THE COURT:

*Patricia Hayes, Deputy Clerk*  
Court Official

Date 10-21-10



First Suburban Bank vs. Glenn Sullens

Notice of Entry of Foreign Judgment

Case No.: 2010FJ000035

Contribution:

First Original  
Honorable A Coletti  
First On Up, Inc.  
Glenn Sullens

[Back to Previous Page](#)  
Sec. 183.0102,  
Wis. Stats.

**State of Wisconsin  
Limited Liability Company Annual Report  
Department of Financial Institutions**



1st Quarter  
Due: 3/31/2010  
Reporting Year: 2010

**DCN, L.L.C.**  
12 Domestic Limited Liability Company D040355

**Registered Agent**

**GODFREY, LEIBSLE, BLACKBOURN & HOWARTH, S.C.**  
354 SEYMOUR COURT  
ELKHORN, WI 53121

**Principal Office**

5574 HIGHWAY 50  
DELAVAN, WI 53115 United States of America

**Management**

Managed by members

**Nature of Business**

- Real Estate, Rental and Leasing of Property

**Signature**

The entity has not entered into any combination, conspiracy, trust, pool, agreement or contract intended to restrain or prevent competition in the supply or price of any articles or commodity in general use in this state, or constituting a subject or trade or commerce, or which shall in any manner control the price of any such article or commodity, fix the price, limit or fix the amount or quantity to be manufactured, mined, produced or sold in said state, or fix any standard or figure by which its price shall be in any manner controlled or established.

For the Limited Liability Company:

Signature: Glenn Sullens  
Title: A Member  
Date: 4/29/2010

**Endorsement**

Filed Date: 4/30/2010  
Filing Fee: \$25.00  
Expedite Fee: \$25.00  
Total Fee: \$50.00

Fee Paid Date: 4/29/2010





Doc # 862662  
Recorded  
May 08, 2013 2:19 PM

DONNA R PRUESS  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: \$30.00  
Total Pages: 5

# MEMORANDUM OF LEASE

Document Number

Document Title

THIS DOCUMENT IS A LEASE OF  
LESS THAN 99 YEARS AND NOT  
A CONVEYANCE SUBJECT TO  
RETURN AND FEE PER SECT  
77.21(1) WISCONSIN STATUTES

Recording Area

Name and Return Address

LRON ZELCZHOWSKI  
111 W. WASHINGTON ST  
SUITE 1051  
CHICAGO, IL 60602

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 89.43(2m). WRDA HB Rev. 1/8/2004

EXHIBIT

C

**MEMORANDUM OF LEASE**

This Memorandum of Lease for the Lease executed on April 1, 2013 ("Lease") between D.C.N., L.L.C., a Wisconsin limited liability company, whose address is 6N622 Fair Oak Drive, St. Charles, Illinois 60175 ("Landlord"), and Double Deuce Corp., a Wisconsin corporation, doing business as "Double Deuce Roadhouse", whose address is 5574 Highway 50 Delavan, Wisconsin, 53115 ("Tenant").

**RECITALS**

WHEREAS, on or about April 1, 2013, the Landlord leased to the Tenant the Premises described in the Lease, commonly known as 5574 Highway 50 Delavan, Wisconsin, 53115 and legally described as set forth in Exhibit "A" attached hereto.

WHEREAS, the parties wish to record a memorandum of the Agreement to give notice to third parties of some of its major terms. All terms not defined herein shall have the same meaning as set forth in the Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of covenants and conditions set forth in the Termination Agreement, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Co-Tenants state as follows:

1. The Initial Term of the Lease shall begin on the date ("Commencement Date") which shall be the date that Landlord shall tender possession of the Premises to Tenant and shall end the 120<sup>th</sup> full calendar month following the Rent Commencement Date unless sooner terminated pursuant to the Lease.
2. Tenant shall have the right to extend the Initial Term of the Lease for six five (5) year options.
3. During the entire Term of the Lease, Tenant shall have the right of first refusal to purchase the Premises and the option to purchase the Premises.
4. The sole purpose of this Memorandum is to give notice of the Lease and its major terms.
5. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease.

[Signatures to follow on the next page]

IN WITNESS WHEREOF, the parties have executed this document this 1 day of April, 2013.

**LANDLORD:**

**TENANT:**

D.C.N., L.L.C.,

Double Deuce Corp., a Wisconsin corporation

a Wisconsin limited liability company

doing business as "Double Deuce Corp."

By: [Signature]  
Name: Glenn Sullens  
Title: Manager MEMBER ONE LLC

By: [Signature]  
Name: Roger A. Householder  
Title: President

By: [Signature]  
Name: Lisa Sullens  
Title: Manager

By: [Signature]  
Name: Konstantinos D. Antoniou  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF Illinois  
COUNTY OF Cook ) SS

On the 1<sup>st</sup> day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Glenn Sullens, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to that he executed the same in his capacities, and that by his signature on this instrument, the individual, or the person on whose behalf of the which the individual acted, executed the instrument.

My commission expires:

[Signature]  
Notary Public

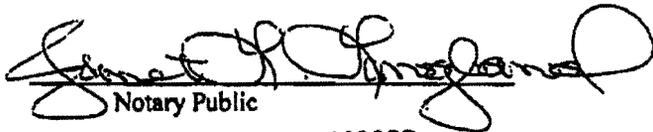


**ACKNOWLEDGMENT**

STATE OF Illinois  
COUNTY OF Cook ) SS  
1st

On the 1st day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa Sullens, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to that he executed the same in his capacities, and that by his signature on this instrument, the individual, or the person on whose behalf of the which the individual acted, executed the instrument.

My commission expires:

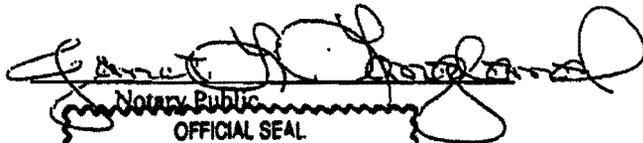
  
Notary Public

STATE OF Illinois  
COUNTY OF Cook ) SS  
1st

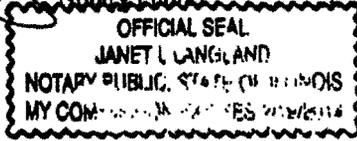


On the 1st day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger A. Householder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to that he executed the same in his capacities, and that by his signature on this instrument, the individual, or the person on whose behalf of the which the individual acted, executed the instrument.

My commission expires:

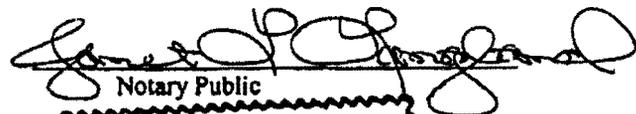
  
Notary Public

STATE OF Illinois  
COUNTY OF Cook ) SS  
1st



On the 1st day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Konstantinos D. Antoniou, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to that he executed the same in his capacities, and that by his signature on this instrument, the individual, or the person on whose behalf of the which the individual acted, executed the instrument.

My commission expires:

  
Notary Public



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT 4 OF LAKE PRAIRIE SUBDIVISION, LOCATED IN THE SOUTHWEST ¼ OF SECTION 23, T2N, R16E, WALWORTH COUNTY, WISCONSIN.

Tax Key No. FLAK 00004



Vest Suburban Bank vs. Glenn Sullens

Execution Against  
Property

Case No. 2010FJ000035

FILED

11-13-2012

Walworth County

Clerk of Circuit Court

## TO: Sheriff of Walworth County:

Judgment was entered in this case as indicated below for the amount listed, plus subsequent costs, including statutory interest from entry of judgment.

You are ordered to satisfy this judgment out of the personal property of the judgment debtor within your county. If sufficient personal property cannot be found, satisfy the judgment out of the real property in your county belonging to the judgment debtor.

Return this execution within 60 days after you receive it, to the clerk of Circuit Court of the issuing county.

Judgment Debtor(s) (Name and Address) Movin On Up, Inc. 706 Bonded Parkway Streamwood, IL 60107	Debtor's Attorney (Name and Address)
Judgment Debtor(s) (Name and Address) Glenn Sullens 6N622 Fair Oaks Drive St Charles, IL 60175	Debtor's Attorney (Name and Address)
Judgment Creditor(s) (Name and Address) West Suburban Bank 355 W. Army Trail Road Bloomington, IL 60108	Creditor's Attorney (Name and Address) Anthony A Coletti 101 Evergreen Parkway, Unit 3 Elkhorn, WI 53121

Date of Judgment:	07-21-2010	Total Judgment & Costs:	\$ 647,574.83
Date Docketed:	10-21-2010	Satisfaction/Releases/Modifications:	\$ 0.00
Time Docketed:	01:06 pm	Net Due:	\$ 647,574.83

## Remarks/Description of property to be returned to creditor:

Originating DuPage County, State of Illinois  
Case No. 2010L000205

## Notice of Filing of Foreign Judgment Mailed to:

Glenn Sullens  
6N622 Fair Oaks Drive  
St. Charles, IL 60175

Movin On Up, Inc.  
706 Bonded Parkway  
Streamwood, IL 60107

and

Attorney Anthony A. Coletti  
114 N. Church Street  
Elkhorn, WI 53121  
for Plaintiff, West Suburban Bank



If execution is in a county other than the originating county, this information must be completed:

County To Which Execution is Directed	Date Transcript Docketed	Time Transcript Docketed
---------------------------------------	--------------------------	--------------------------

West Suburban Bank vs. Glenn Sullens

Execution Against Property

Case No. 2010FJ000035

FILED
11-13-2012
Walworth County
Clerk of Circuit Court

Clerk of Circuit Court

Clerk of Circuit Court:



Walworth County Court Seal

Electronically signed by Sheila T. Reiff

November 13, 2012

Authorized Signature

Date

P.O. Box 1001
1800 County Road NN
Elkhorn, WI 53121

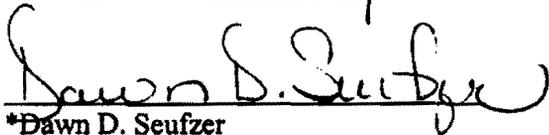
Table with columns for Current Judgment Owner, Date, and Sheriff's Endorsement of Receipt. Includes rows for Net due from above, interest due, total balance due, and per diem interest calculation.

Dated this 13<sup>th</sup> day of February, 2015.

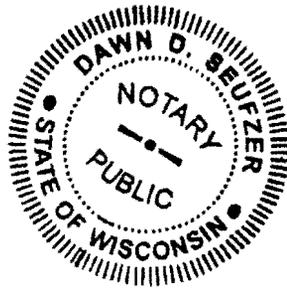
LAW OFFICES OF ANTHONY A. COLETTI,  
S.C., Attorneys for the Plaintiff

By:   
Anthony A. Coletti, SBN 1018646

Subscribed and sworn to before me  
this 13<sup>th</sup> day of February, 2015.



\*Dawn D. Seufzer  
Notary Public, State of Wisconsin  
My commission expires 6/09/2018.



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

COPY

STATE OF WISCONSIN                      CIRCUIT COURT                      WALWORTH COUNTY

WEST SUBURBAN BANK,

Plaintiff,

v.

COUNTY OF WALWORTH,  
GLENN SULLENS, DCN, LLC,  
a Wisconsin limited liability company, and  
KNIGHT BARRY TITLE, INC.,  
a Wisconsin corporation,

Defendants.

Case No. **15 CV 00100**

Case Code: 30701, 30704  
Declaratory Judgment  
Other Injunction

**FILED** HON. PHILLIP A. KOSS

**FEB 13 2015**

WALWORTH COUNTY  
CLERK OF CIRCUIT COURT  
BETHANY FIEGEL

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**BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR EX PARTE AND TEMPORARY  
INJUNCTIONS**

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Plaintiff , West Suburban Bank ("West Suburban") is the owner of a judgment against Defendant, Glenn Sullens ("Sullens"), and Movin On Up, Inc. in the sum of six hundred forty-seven thousand five hundred seventy-four dollars and 83/100 (\$647,574.83) (the "Judgment"). (Affidavit of Anthony A. Coletti, filed concurrent herewith ("Coletti Aff."), ¶¶ 2-3 and Ex. A.) The Judgment was docketed in Walworth County Circuit Court on October 21, 2010. (Id.)

Sullens is, and at all times material to this lawsuit, has been, a member of Defendant, DCN, LLC, a Wisconsin limited liability company ("DCN"). (Coletti Aff., ¶ 5 and Exs. B and C.) DCN is the owner of land and buildings located at 5574 Highway 50, Delavan, WI 53115 (the "Property"). (Coletti Aff., ¶ 6 and Ex. D.)

West Suburban applied to the Circuit Court for an execution against property owned by Sullens. The execution ("Execution") was issued on November 13, 2012 and delivered to the Walworth County Sheriff's Department ("Sheriff's Department") on November 26, 2012. (Coletti Aff., ¶¶ 7 and 8 and Ex. E.)

On or about December 27, 2012, the Sheriff's Department returned the Execution, but failed and refused to levy upon Sullens' interest in DCN. (Coletti Aff., ¶ 8.) Representatives of the Sheriff's Department have explained their failure and refusal to levy upon Sullens' interest in DCN as a concern that Wis. Stat. § 815.05(1s) may not permit the Sheriff to levy upon a debtor's interest in a limited liability company. (Coletti Aff., ¶ 9.)

West Suburban has learned that DCN has accepted an offer to purchase the Property. The Defendant, Knight Barry Title, Inc. ("Knight Barry") has prepared a preliminary title commitment for the Property. (Coletti Aff., ¶ 10.)

West Suburban fears that sale of the Property and disbursement of the sales proceeds to DCN prior to levy of Sullens' membership interest in DCN by the Sheriff's Department would cause irreparable harm to West Suburban. Sullens would have a very strong incentive to withdraw the share of the proceeds attributable to his membership interest and spend and/or hide those monies. In the past, Sullens successfully evaded service of process in Illinois and Wisconsin which evidences his willingness to subvert the legal process when it suits his purposes. (Coletti Aff., ¶ 11.)

Accordingly, West Suburban moves the Court for an order, pursuant to Wis. Stat. § 813.025 for an ex parte order: (a) enjoining, barring, and prohibiting DCN from selling the Property and (b) enjoining, barring, and prohibiting DCN and Knight Barry from distributing any proceeds from sale of the Property to Sullens, anyone representing Sullens, or acting on his behalf, said order to be effective until a hearing on issuance of a temporary injunction. West Suburban also moves the Court for an order, pursuant to Wis. Stat. § 813.02 for an order for a temporary injunction: (a) enjoining, barring, and prohibiting DCN from selling the Property and (b) enjoining, barring, and prohibiting DCN and Knight Barry from distributing any proceeds from sale of the Property to Sullens, anyone representing Sullens, or acting on his behalf, said order to be effective further order of the Court.

Wis. Stat. § 813.02(1)(a) provides that:

When it appears from a party's pleading that the party is entitled to judgment and any part thereof consists in restraining some act, the commission or continuance of which during the litigation would injure the party, or when during the litigation it shall appear that a party is doing or threatens or is about to do, or is procuring or suffering some act to be done in violation of the rights of another party and tending to render the judgment ineffectual, a temporary injunction may be granted to restrain such act.

See also Wis. Stat. § 813.025.

“Where the complaint states a cause of action, and the [plaintiff has established] ... a reasonable probability of ... ultimate success, it is well-nigh an imperative duty of the court to preserve the status quo by temporary injunction, if its disturbance *pendente lite* will render futile in considerable degree the judgment sought, or cause serious and irreparable injury to one party.” De Pauw v. Oxley, 122 Wis. 656, 659, 100 N.W. 1028, 1029 (1904) quoted in Shearer v. Congdon, 25 Wis. 2d 663, 668, 131 N.W.2d 377, 381 (1964). Here, West Suburban has a reasonable probability of success on the merits and a legitimate concern that it will suffer irreparable harm if the *ex parte* and temporary injunctions it requests are not issued.

Wis. Stat. § 815.05(1s) provides in pertinent part that “If the execution is against the property of the judgment debtor, the execution shall require the officer to whom it is directed to satisfy the judgment out of the personal property of the debtor.” Here, the question is does a membership interest in a limited liability company owned by a judgment debtor constitute personal property subject to execution? The answer is undeniably yes.

Wis. Stat. § 815.18(2)(bc) defines a “Closely-held business” as “a limited liability company of not more than 25 members who are individuals.” Wis. Stat. § 815.18(3)(b)2 exempts “any interest of a debtor, not to exceed \$15,000 in aggregate value, in a closely held business that employs the debtor or in whose business the debtor is actively involved.” From this we can deduce that any interest of a debtor in a limited liability company which exceeds this exemption is subject to execution. As such, any portion of Sullens’ membership interest in excess of this \$15,000 exemption

is subject to execution by the Sheriff's Department.<sup>1</sup>

As West Suburban is very likely to succeed on the merits of this case, the Court should issue ex parte and preliminary injunctions prohibiting the sale of the Property and/or distribution of the proceeds from sale of the Property to Sullens. There would be a great temptation for Sullens to take his share of any monies received by DCN and to hide or spend those monies. He has already demonstrated a willingness to subvert the legal system when it suits his purposes by evading process in Wisconsin and Illinois. West Suburban has a right to at least some of those proceeds and thus would suffer irreparable harm if Sullens is allowed to take and hide those monies. Ex parte and temporary injunctions are necessary to preserve those monies pending the final outcome of this action and levy upon Sullens' membership interest in DCN.

Dated this 13<sup>th</sup> day of February, 2015

LAW OFFICES OF ANTHONY A.  
COLETTI, S.C., Attorney for the Plaintiff

By:   
Anthony A. Coletti, SBN 1018646

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

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<sup>1</sup> In a similar vein, the Court has held that where a debtor owns property as a tenant in common, the debtor's interest in the property can be severed and attached by a creditor to satisfy the debt. Newton v. Howe, 29 Wis. 531, 1872 WL 3070 (Wis.)

**TDS Webmail****gramsandpapa@elknet.net**

RECEIVED  
 WALWORTH COUNTY CLERK  
 2015 FEB 16 PM 1:01

**Request Camp Joy's Conditional Use be Revoked****From :** David Starks <starkslaw@hotmail.com>

Tue, Feb 03, 2015 04:00 PM

**Subject :** Request Camp Joy's Conditional Use be Revoked**To :** Tim Brellenthin <gramsandpapa@elknet.net>**Cc :** Michael Cotter <mcotter@co.walworth.wi.us>,  
Darrin Schwank <dschwank@co.walworth.wi.us>

Please click on the link to view Photo's , Two months of weather and smoke conditions, Copy of this e-mail, and e-mail and reply between myself and Charles Hatchett <http://ge.tt/9r1yao92>

I tried sending as an attachment but it was too large and was rejected by your server. If you have any problems with the link please let me know. I would appreciate a reply confirming you received this email.

To: Walworth County Board Member Tim Brellenthin,

Walworth County Board,

My name is David Starks. My wife Cheryl and I live at W7697 Stacey Lane in the Town of Whitewater Walworth County Wisconsin. We have lived at this residence since December 1978. Our property line is in common with the property line of Joy Baptist Camp Association Inc, aka Camp Joy. I have been in contact with Walworth County Zoning regarding Camp Joy's conditional use. I contacted Michael Cotter at Zoning and he informed me that I would have to ask the County Board to revoke all of Camp Joy's conditional use. I collected weather data for 60 days along with photo's (See Power Point) from December 1, 2014 to January 31, 2015 to support this request.

**This is not a request to regulate outdoor wood burning boilers.** This is a request to enforce the current existing conditional use regulations. The smoke, the smell, is creating an ongoing health hazard. The county has set No. 2 on the Ringlemann Chart; a layman can see that is being exceeded. The non compliance with screening has gone on for years. 90 % of the screening is on my side of the property line. The outside storage is like living next door to an industrial site.

Camp Joy property use is regulated by County Zoning Conditional Use as a P-1, C-1 with additional conditional uses specific to regulating Camp Joy's activities. Throughout

the years issues were usually resolved as neighbors. About 1994-1996, a massive storage building was built on the property. Scott Hatchett the Director of the Camp lived in a house with his family at the entrance to the maintenance area. Scott and I were neighbors and friends. Scott was a builder and informed me that he had gotten the building materials from an industrial type building demo. The building excavation took about a year or more building up the elevation and sinking in huge concrete pilings to support the I-beams. The two story structure was framed and welded together. The building caused amplification of noise and vibration in our house whenever heavy equipment or large trucks were being operated. Scott informed me that they would finally have inside storage to eliminate outside storage.

In 1994 a new log home was built also sharing Camp Joy's property line. This house has had seven owners since being built. Several leaving because of the noise of heavy equipment and just living next door, what looks like a scrap yard?

Scott Hatchett moved to Pine Knolls and a new family moved in. Things began to change at Camp Joy, late night activities in the maintenance area more and more outside storage. In 2009-2010 that house burned down and was not rebuilt. Now activity really increased at the camp. I complained to Scott and he stated he could not rebuild the house because of setback. He also stated he was looking to build a house for the Camps Director. In 2010 the camp went on an all out effort to harvest, cut, split, and process wood with a portable saw mill. This activity resulted in zoning hearings in which additional restrictions were put on the saw mills location and operation. The activity of harvesting, hauling, splitting fire wood continues to this day. Day to day activities that I observe is primarily related to this activity.

On or about 2012 an outdoor wood boiler was installed on the property where the house was destroyed by fire. Trees were taken from the back of the property to screen the wood burner from the front of the property. This is an older style outdoor wood boiler. The location is a considerable distance from my house, but studies have shown that particles of wood smoke are so small that windows and doors cannot keep smoke out. A study by the University of Washington, Seattle, showed that 50 to 70 percent of outdoor wood smoke entered homes that were not burning wood. Studies have shown a house as far away as 850 feet from OWF had 6 times the levels of PM 2.5 as the houses not near an outdoor wood furnace and 4 times the levels of the EPA air standards.

Key background information about wood smoke:

- **Large amounts of wood smoke, like the plumes from OWFs, cannot be kept out of neighboring houses, even those with tight windows and doors.**
- Wood smoke has many of the same components as cigarette smoke and

therefore, these exposures **pose a real health risk for families living in the vicinity of OWFs.**

- Wood smoke is a complex mixture of chemicals and particulates. It contains carbon monoxide and other organic gases, particulate matter, chemicals and some inorganic gases. Some of these compounds are toxic (aldehydes and phenols) and some are **known carcinogens** (benzopyrene and cresols).
- Wood smoke contains carbon monoxide (CO) gas, which at low levels can lead to serious health problems for individuals with compromised heart and circulatory conditions. Outdoor Wood Furnaces Large amounts of wood smoke, like the plumes from OWFs, cannot be kept out of neighboring houses, even those with tight windows and doors.
- **Particulate matter in wood smoke that is less than 10 microns in diameter finds its way into the alveoli in the lungs. Once in the alveoli, the particulate matter can cause structural and chemical changes, which interfere with oxygen uptake.** As well, the toxic compounds and carcinogens enter into the bloodstream by way of the alveoli of the lungs.
- Episodes of short-term exposures to extreme levels of fine particulates from wood smoke and other sources, **for periods as short as two hours, produce significant adverse health effects.**
- Wood smoke interferes with normal lung development in infants and children. The components of smoke increase children's risk of lower respiratory infections, such as bronchitis and pneumonia. Wood smoke exposure can depress the immune system and damage the layer of cells in the lungs that protects and cleanses the airways.
- **Wood smoke causes coughs, headaches, and eye and throat irritation in otherwise healthy people.** For vulnerable populations, such as people with asthma, chronic respiratory disease and those with cardiovascular disease, wood smoke is particularly harmful—even short exposures can prove dangerous.
- Children and the elderly have the highest sensitivity to wood smoke. However, no age group is without risk for respiratory problems, including asthma and chronic obstructive pulmonary disease (COPD) that result from breathing wood smoke. The effects are cumulative.
- The air impact of health exposure to wood smoke is increased two-fold during periods with stagnant air. Under such conditions, the inhaled dose levels of particulates within houses approach the hazardous level found in regulated work sites by OSHA. EHHI found smoke entering houses, every day, at even higher levels. The Dangers to Health from A study by the University of Washington in Seattle showed that 50 to 70 percent of the outdoor levels of wood smoke were entering homes that were not burning wood. The EPA performed a similar study in Boise, Idaho, with similar results.
- The particulate matter and gases in wood smoke are so small that windows and doors cannot keep them out—even the newer energy-efficient, weather-tight

homes cannot keep out wood smoke. This is consistent with reports from people in the EHHI study who say their children awaken in the middle of the night having difficulty breathing.

I had been in contact with Scott in the winter of 2013-2014 about the smoke issue. He informed me that if they could not get the smoke regulated he may have to remove it. This outdoor wood boiler heats the large storage buildings and also heats a staff house which is not on the same zoned property. Scott informed me that he would like to build his Camp Director a house for him and his family. He stated he could not build where the old house burned. I sold him my vacant lot in 2010 or 2011 to build that house. It remains vacant to this day. (It cannot be money as they just purchased the closed First Citizens Branch Bank which according to the Face book page is going to be their Welcome Center) In about March 2014 I was informed that Scott was no longer the director and he was moving into his own building business. In about November or December I was informed that Charles Hatchett was again the Director of the Camp. I have attached my correspondence with him. In summary he stated it was inspected by the county and township and it was ok, I called the county and township no one inspected the wood burner itself.

Camp Joy is also the collection site for a Non Profit founded by Charles Hatchett Joy Camp Foundation Inc which address is Charles Hatchett's home but operates out of Camp Joy.

Camp Joy has allowed two sex offenders to live on their property, both now in prison, Scott Hatchett made statements to the press that they were not employed or worked at the Camp Joy. Why were they living there?

Samuel Hatchett, Scott's son owns and operates Samuels Lawn Service; he either stores his equipment or uses the camps heavy equipment in his landscaping lawn service business. His own face book page displaying his work pictured dump trucks and bobcats from Camp Joy. He uses Camp Joy to burn lawn debris from his business.

Camp Joy has had years to remove the outdoor storage and provide screening from the neighbors. I was told by Scott they can't get trees to grow. There was a small grove of pines that provided some screening into the maintenance area from my house, they first knocked some down when they parked a pontoon boat on the property line and then knocked more down when constructing the latest building last year. Charlie's comment it was just some brush. (Photo's available)

Camp Joy is not complying with the Zoning conditions that go with their zoning. This non compliance reduces adjoining property values.

• **Sec. 74-224. - Air pollution.**

**No activity shall emit any fly ash, dust, fumes, vapors, mists, or gases in such quantities as to cause soiling or danger to the health of persons, animals, vegetation, or other forms of property.** No activity shall emit any liquid or solid particles in concentrations exceeding 0.3 grains per cubic foot of the conveying gas nor any color visible smoke equal to or darker than **No. 2 on the Ringlemann Chart** described in the Wisconsin Administrative Code.

• **Sec. 74-228. - Odors.**

Except in the A-1, A-2, and A-3 districts, **no activity shall emit any odorous matter of such nature or quantity as to be offensive, obnoxious, or unhealthful outside their premises.** The guide for determining odor measurement and control shall be the Wisconsin Administrative Code.

**Sec. 74-189. - Recreational and related uses.**

(5) Recreational camps in the A-2, P-1, P-2, C-2, and B-5 districts are subject to the following regulations, DHS 175/179, and such other regulations as the Committee may deem appropriate after viewing the site or sites and considering evidence presented at the hearing:

a. **Yards.** There shall be a yard on each side of a recreational camp as follows:

1. **Street:** Minimum 100 feet.
2. **Rear:** Minimum 100 feet.
3. **Side:** Minimum 50 feet.
4. **Shore:** Minimum 75 feet.

b. **Screening.** There shall be a condition of the granting of the permit for a recreational camp, and a **continuing condition for the operation of the same, that the natural vegetation of the area, including grass, flowers, shrubs and trees be allowed to grow and develop in all required yards, except noxious plants, weeds and trees, or the vegetation of equivalent density be planted therein so as to provide a natural screen between a camp and neighboring areas and so that required yards shall be unused and unusable for general purposes of camp operation.**

Please let me know what else I need to do regarding this matter. Please feel free to contact me at

Page 46 of 111

home 262-473-8057 or Cell 608-669-8773 e-mail [starkslaw@hotmail.com](mailto:starkslaw@hotmail.com)

Please be assured of all matters of mutual concern.

Sincerely,

David Starks

Cheryl Starks

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## WALWORTH COUNTY SHORT TERM RENTAL ORDINANCE 2/12/15

**OUR STORY & SITUATION:** Neal & Debi Siegel- owners of N7932 West shore Dr. Elkhorn since 1999 on Green Lake of Lauderdale Lakes. We began renting in 2009 in order to be able to keep the property due to the major economic downturns. The rentals have helped us to make the mortgage and tax payments. Since 2009 we have tried to sell the property 3 times using different brokers and once for a full year. In each case we have lowered the price and not one offer. The only interested parties want to reduce the market value by 40-50%. None of our rentals were for 30 days in the 6 years though it was offered. If banned from renting our property for less than 30 days it is very likely we would be forced to sell. With the market still very soft we would take a great loss. This would also bring about lower property values in the county.

**SUMMER 2015 COMMITMENTS:** At this time we have 6 confirmed and paid for (35% deposits- non-refundable) for our property in 2015 from May 22 through August 11. This represents \$45,300 in confirmed rentals. These rentals were contracted from Sept. 25, 2014 thru Nov. 6, 2014. Some of these are repeat guests that have used our property for 2 or more years. Most are adult, mature families and individuals who have great respect for our property and neighbors.

**LEGAL ITEMS:** We have paid for annual licenses to the Department of Health Services and completed required inspections and water testing. Our rental agency Keefe Rentals collects all appropriate taxes from the guest in addition to their rental fees.

### REQUESTS:

1. Can we apply for a grandfather type clause for 2015 executed contracts to allow those contracts to be fulfilled that were signed and paid for prior to the ordinance?
2. Can we apply for a variance long term (5 yrs or lifetime) since we have been renting our property for 6 years without a single incidence bringing any harm to the county or community?
3. We are already accountable to all the current laws regarding noise, disturbance, etc. We would request that if some other rental property guests are not in compliance that some rulings are considered to bring them into compliance with clear and stiff penalties and fines that will serve to prevent the issues that caused this 30 day short term rental ordinance to pass.
4. All our rental guests are through Keefe Rentals and required to sign a lengthy contract which addresses all the issues that caused this ordinance to pass. Guests are subject to immediate eviction and loss of their rental and deposits if found in violation after warnings. In our 6 years and over 200 rental days Keefe has never had to evict a guest from our property. Can the county require all owners who rent their property to require similar signed agreements?
5. Why punish the innocent several hundred owners and their guests due to a handful of rental properties whose owners and guests do not honor or respect their neighbors or the law? With over 20,000 guest days and only 10 complaints better to solve the real problem than create many more. The hardship and loss of revenue for many individuals, businesses and the county will be substantial. Please consider modifying the less than 30 day rental restriction.

Respectfully submitted to Tim Brellenthin – Walworth County Board district 3

By: Neal Siegel 721 York Ct. Northbrook, IL 60062 847-452-7778 Cell. [Neal721@sbcglobal.net](mailto:Neal721@sbcglobal.net)

Property at: N7932 West Shore Drive Elkhorn, WI 53121 262-495-4435



RECEIVED  
WALWORTH COUNTY CLERK

2015 FEB 20 AM 10:06

February 20, 2015

Board of Supervisors

Walworth County Board of Supervisors  
100 West Walworth Street  
Elkhorn Wi 53121

Re: Short Term Rentals

Dear Supervisors:

As you are aware, we recently modified our short-term rental ordinance as the result of a court decision. While I supported that amendment, which clarified our existing ordinance, I feel the larger issue is far from resolved. Many short term rentals are taking place throughout the County, either out of ignorance of the existence of our ordinance or a total disregard of it. While we may have outlawed short term rentals we certainly haven't stopped them.

While we have heard a great deal of general opinions on the issue of short term rentals, I have yet to hear concrete details; how is the County supposed to stop this practice or how should the County regulate short term rentals to preserve property values, as well as the high quality of life that County residents enjoy.

To get this discussion started I propose that the County adopt an ordinance allowing short-term rentals subject to the following regulations:

1. A conditional use permit would be required and reviewed annually.
2. State inspections would be required.
3. Towns would be given the autonomy to regulate and manage the rental procedure.
4. An annual license fee would be required.
5. State taxes and room taxes would be collected.
6. Annual fire inspections would be required
7. Proof of insurance would be required
8. Emergency contact information must be provided to local police.
9. Further sublets or assignments would be prohibited.
10. A list of local rules would be developed to which the property owner would have to agree.

100 W. Walworth  
P.O. Box 1001  
Elkhorn, WI 53121  
262.741.7943 Tel  
262.741.4390 Fax

I request the following:

1. This letter be referred to the County Zoning Agency.
2. The County Board move, pursuant to Section 2-65 of the Code to discuss this letter at the March 10<sup>th</sup> County Board meeting. Upon conclusion of that discussion, I would further request that the County Board vote to recommend that a Committee of the Whole meeting be held with the County Zoning Agency on March 19<sup>th</sup> (next CZA) to address this issue. If the vote is in the affirmative, I would ask that Chair Russell call the meeting.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "David A. Weber". The signature is written in a cursive style with a large, prominent "D" and "W".

David A. Weber, District 7  
Walworth County Board of Supervisors

DAW/vlp

**THE FRIENDS OF THE GENEVA THEATER**  
*A 501(c)(3) NON-PROFIT CHARITABLE CORPORATION*

FEB 23 PM 1:55

February 20, 2015

Nancy Russell  
Walworth County Board Chair  
1720 Fairview Drive  
Lake Geneva, WI 53147

*Re: The Geneva Theater Building / Lake Geneva Community Arts Center  
244 Broad Street  
Lake Geneva, WI 53147*

Dear Nancy,

I am writing on behalf of *The Friends of The Geneva Theater*, a 501(c)(3) non-profit charitable corporation that was formed in 2011 with the goal of acquiring and restoring the vacant *Geneva Theater* building as a *multi-use Community Arts Center*.

As you may know, we approached the City in July of 2012 with a request for the City of Lake Geneva to utilize T.I.F. funds to assist us in acquiring the Geneva Theater building. We presented a 106 page report outlining our plans, potential sources for grants and corporate donations, and business plans and operating costs for comparable facilities such as the *Cedarburg Cultural Center*, the *Woodstock Opera House* and the *Raue Center* in Crystal Lake, Illinois. We also included letters of support from every major hotel and resort in the area, the *Lake Geneva Economic Development Corporation*, the *Geneva Lake Art Association*, the *Lake Geneva Symphony Orchestra* and 42 downtown businesses. At that time, the City Council indicated that, while they supported the concept, the City T.I.F. funds were already budgeted for other public projects including the Proposed New Parking Garage. *With the defeat of the Proposed New Parking Garage referendum last November, we feel this is the ideal time for the City to become involved in creating a downtown Community Arts Center.*

Bill Jachimek purchased the Geneva Theater building over a year ago with the intention of remodeling it for commercial use but late last summer he put it back on the market. The current asking price is \$995,000. *The Friends of The Geneva Theater are now requesting the City Council to budget a portion of the T.I.F. funds toward purchasing the Geneva Theater as part of a downtown improvement project that would have a significant impact on the city and the county. City ownership of the building would make it possible for us to apply for a variety of grants and pursue other funding options for the remodeling and restoration of the Theater. (As an example, the Mineral Point Opera House was restored in part thru a \$500,000 grant from the Jeffries Foundation in Janesville plus an additional \$185,000 matching grant.)*

It is our understanding that if the City of Lake Geneva were to amend the current *T.I.F. Project "Wish List"*, it would require approval from the T.I.F. Review Board which includes Walworth County, the Lake Geneva School Districts and Gateway Technical College. *The Friends of The Geneva Theater respectfully request that the Walworth County Board give serious consideration to working with the City of Lake Geneva and the T.I.F. Review Board to allocate T.I.F. funds toward the purchase of this historic 1928 landmark. This would allow us to create a multi-use Community Arts Center that would promote the economic vitality of Lake Geneva and Walworth County and benefit all area residents and visitors:*

- *A Community Arts Center would benefit children by providing a place to go for art and dance classes and exhibits, for plays and concerts, for exposure to the creative arts, and possibly even a "hands on" learning experience by helping in the day-to-day operation of the Center.*
- *A Community Arts Center would benefit adults and senior citizens by providing a place for gathering, entertainment and socializing. The multi-use space proposed for the north half of the building could function for a variety of uses including classes, meetings, cabaret theater, dinners and social gatherings.*
- *A Community Arts Center would benefit Lake Geneva and Walworth County by providing a draw for both residents and guests to visit downtown Lake Geneva on a year-round basis and once again become the focal point that it was for over 80 years! This, in turn, would have a ripple effect that would benefit downtown business owners and hotels which would translate into additional income, additional jobs and additional tax revenues in the local economy!*

The Friends of The Geneva Theater Board Members ask for your support. We would be happy to meet with you in person to discuss this further and to answer any questions you may have. Thank you for your consideration.

Sincerely,



Kenneth L. Etten, *President*

*The Friends of The Geneva Theater, Inc.*

*1109 Wisconsin Street, Lake Geneva, WI 53147*

*(T) (262) 248-8391 ext. 12*

*E-mail: ken@mccormacketten.com*

*Vice-President: Ann Pienkos    Treasurer: Sheree Carlson    Secretary: JaNelle Powers*

*Board Members: Patrick & Mary Quinn, Dee Fiske, Chris Brookes, Sarah Adams  
Jeanne Racine & Lily Miceli*

# THE LAKE GENEVA COMMUNITY ARTS CENTER

244 BROAD STREET, LAKE GENEVA, WI



FRONT EXTERIOR ELEVATION  
SCALE: NOT TO SCALE

McCormack + Eber/Architects, LLP  
400 Broad Street  
Lake Geneva, WI 53127  
Tel: 262-946-6000  
Fax: 262-946-6001  
www.mccormackeber.com



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THE PROPOSED NEW LAKE GENEVA  
COMMUNITY ARTS CENTER  
244 BROAD STREET  
LAKE GENEVA, WI

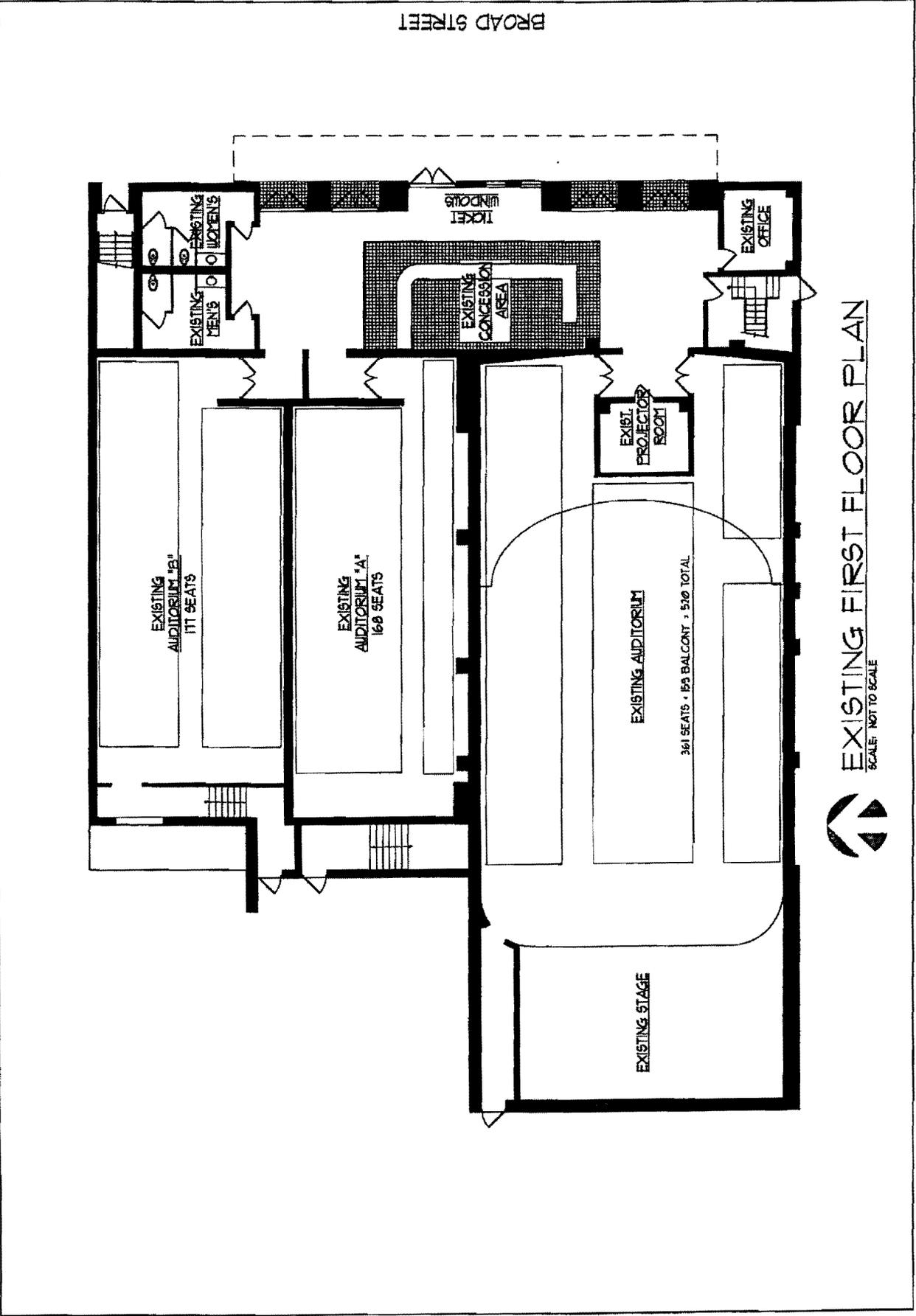
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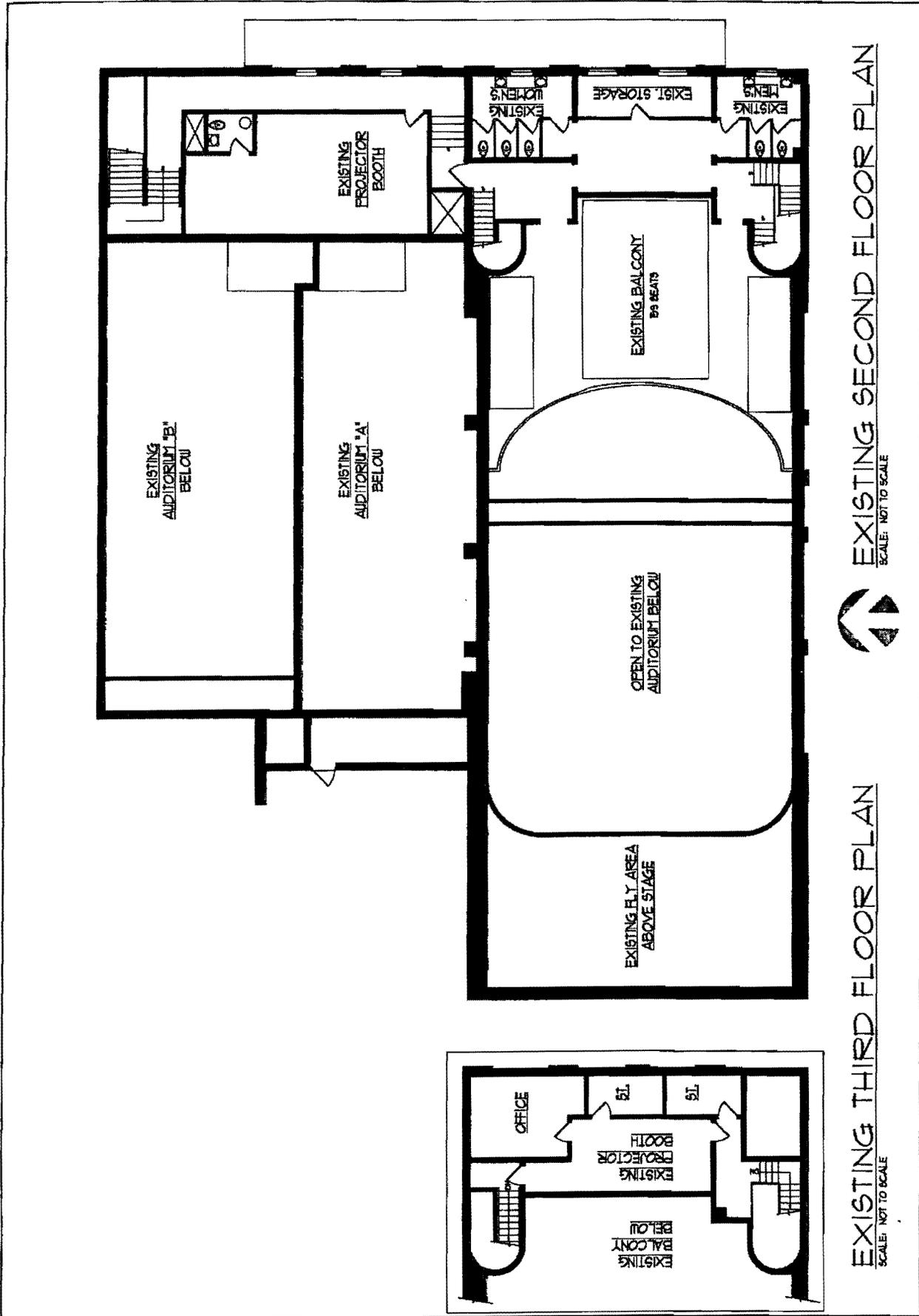
REVISION

PRELIMINARY  
 APPROVED  
 REVISED  
 CANCELLED

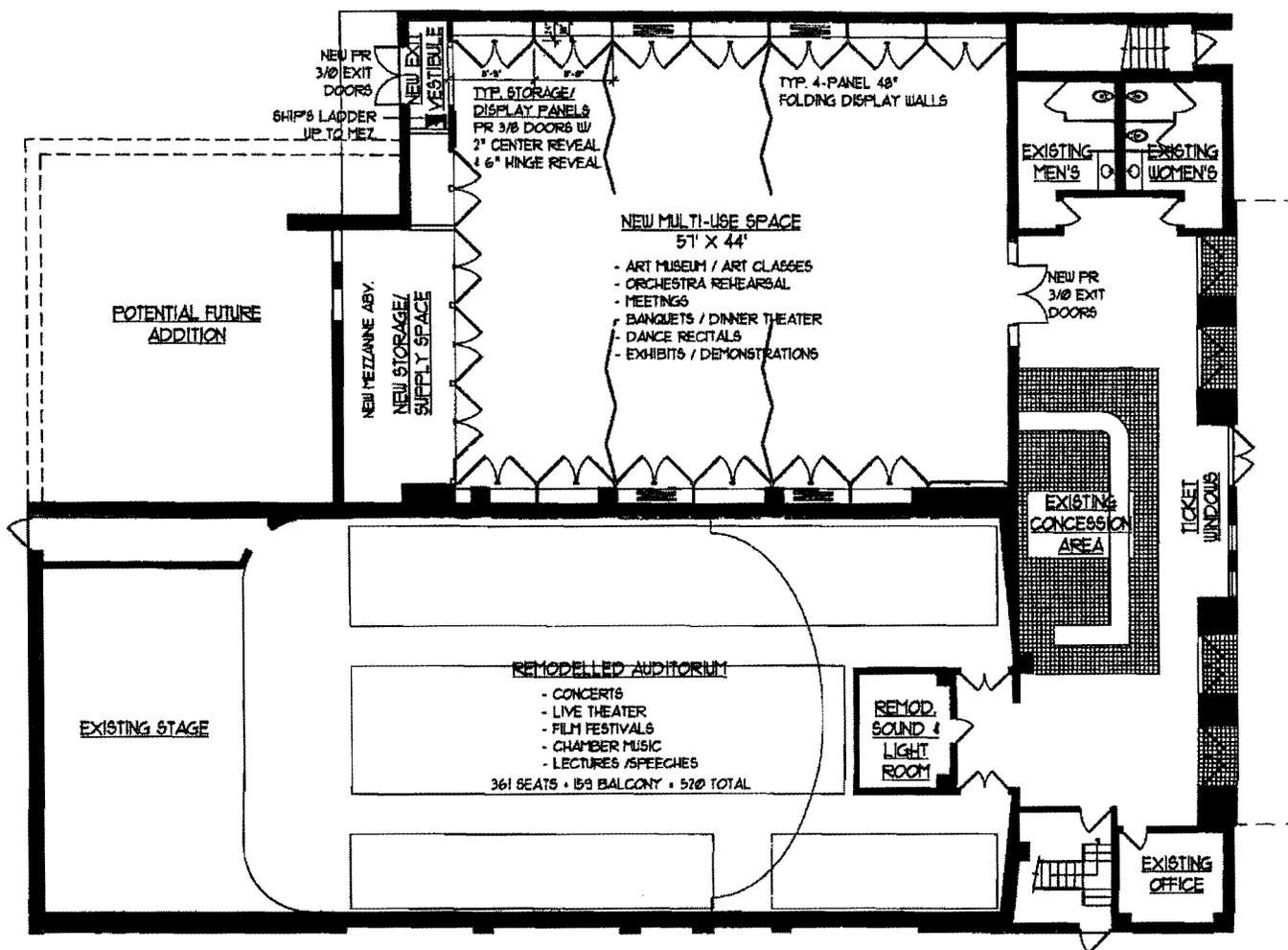
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06-25-12

BY  
A-0









**PROPOSED NEW  
FIRST FLOOR PLAN - OPTION 2**  
SCALE: NOT TO SCALE  
ART GALLERY / ART CLASS LAYOUT

McConnect + Egan / Architects LLP  
400 Broad Street  
New Haven, CT 06510  
P: 203 338-5200 F: 203 338-5201  
www.mcconnectandegan.com

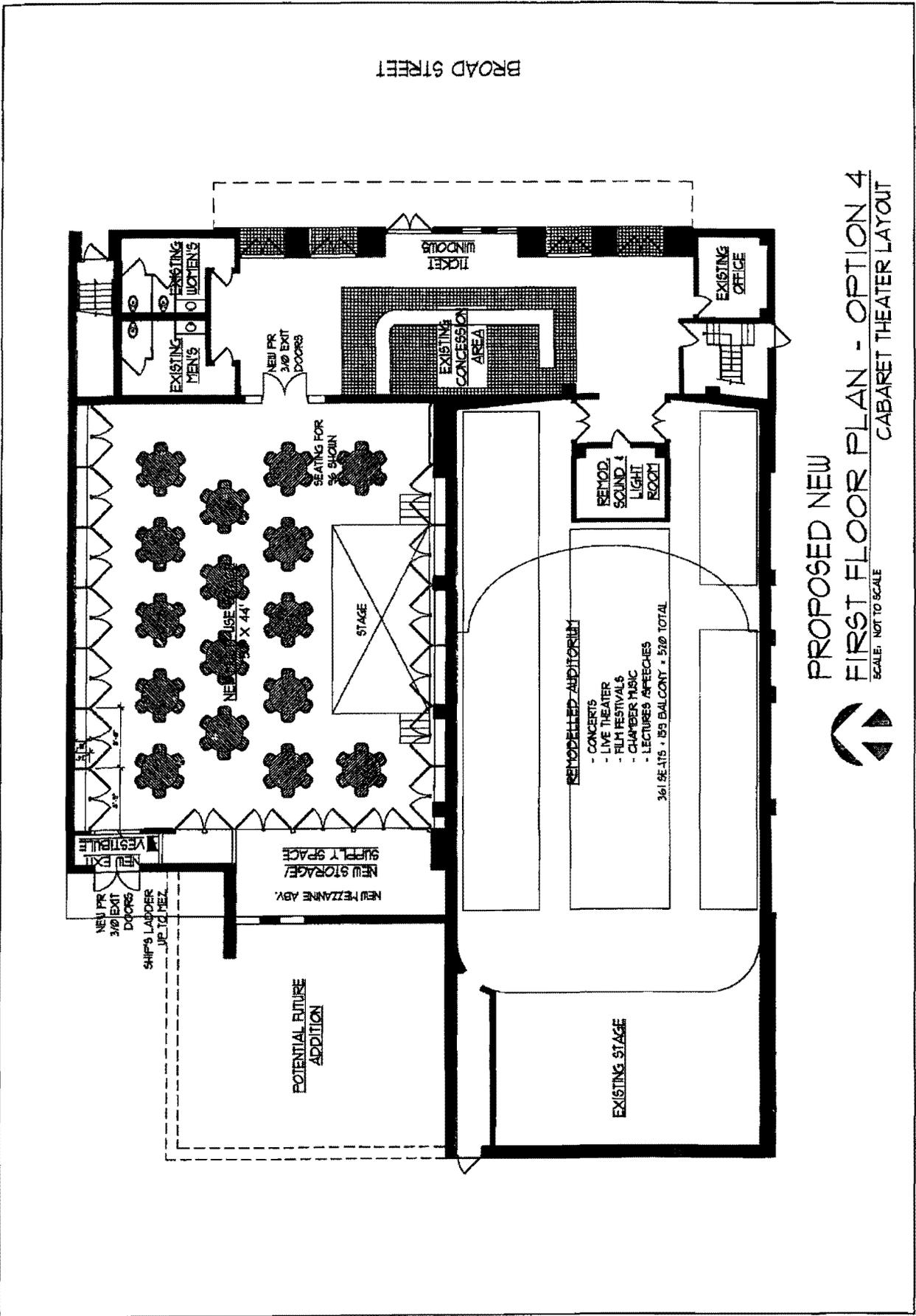
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THE PROPOSED NEW LAKE GENEVA  
**COMMUNITY ARTS CENTER**  
244 BROAD STREET  
LAKE GENEVA, VT

Full Court  
 First  
 Second  
 Third  
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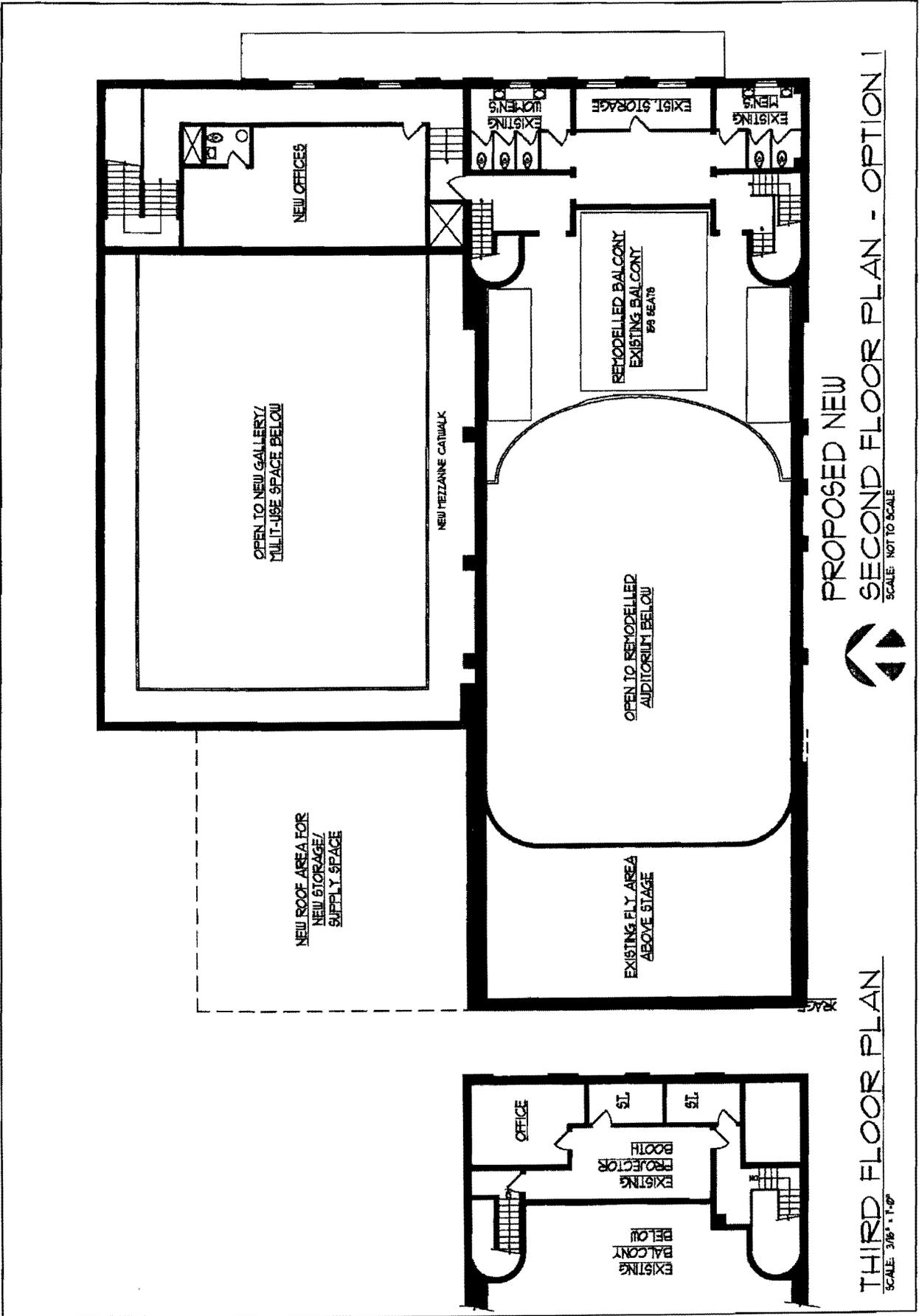
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**PROPOSED NEW FIRST FLOOR PLAN - OPTION 4**  
 CABARET THEATER LAYOUT  
 SCALE: NOT TO SCALE



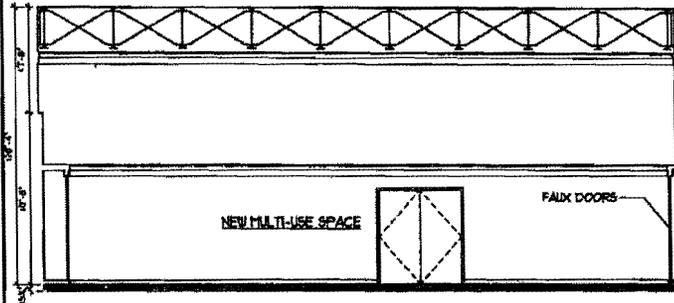


PROPOSED NEW  
 SECOND FLOOR PLAN - OPTION 1  
 SCALE: NOT TO SCALE

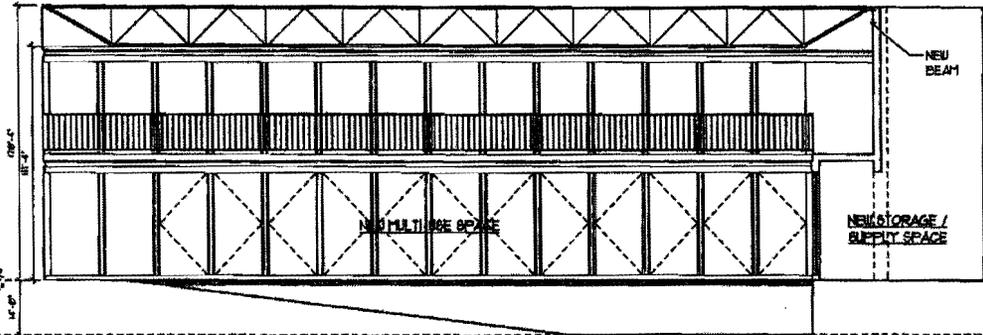


THIRD FLOOR PLAN  
 SCALE: 3/16" = 1'-0"

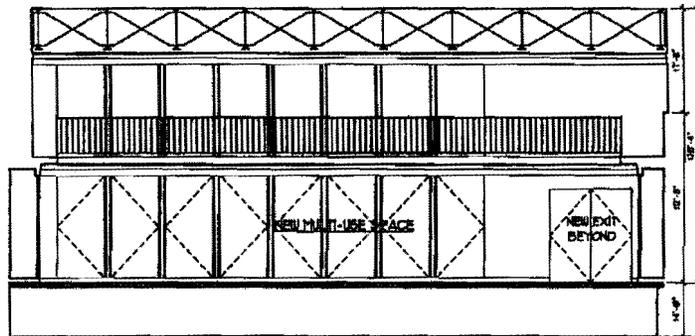
# PROPOSED MULTI-USE SPACE



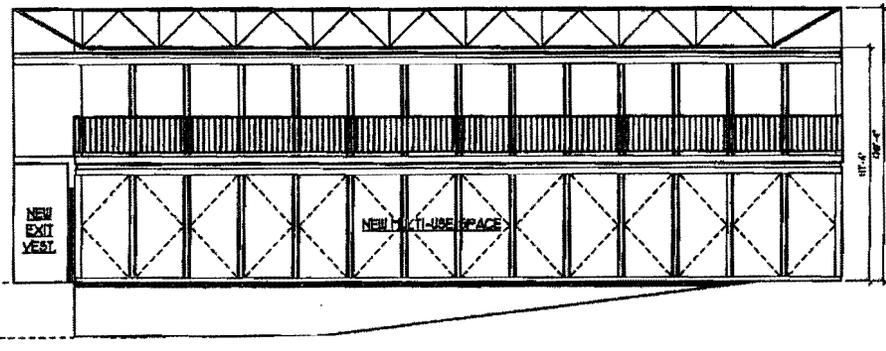
**04 EAST INTERIOR ELEVATION**  
SCALE: NOT TO SCALE



**03 SOUTH INTERIOR ELEVATION**  
SCALE: NOT TO SCALE



**02 WEST INTERIOR ELEVATION**  
SCALE: NOT TO SCALE



**01 NORTH INTERIOR ELEVATION**  
SCALE: NOT TO SCALE

McComick + Eben Architects LLP  
1000 14th Street, Suite 200  
Portland, OR 97204  
Tel: (503) 241-1111  
Fax: (503) 241-1112  
www.mccomickandebens.com



© McComick + Eben Architects, LLP

THE PROPOSED NEW LACE GENEVA  
COMMUNITY ARTS CENTER  
LACE GENEVA, WI

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# Gardiner Appraisal Service, LLC

PO Box 131

Mineral Point, WI 53565

Office: (608) 943-8009 – Fax: (608) 943-8013 – Email [gardinerappraisal@gmail.com](mailto:gardinerappraisal@gmail.com)



February 24, 2015

Subject: County Wide Assessment System proposed by Governor Walker’s 2015-17 State Budget

Dear government official:

I am Linda Gardiner, sole owner of Gardiner Appraisal Service, LLC, which has performed assessment revaluation and maintenance services primarily in rural and agricultural areas of Wisconsin since 1981. We have offices in Iowa County and Dane County.

Minnesota has a county wide assessment system that allows any municipality to opt out. I interviewed the county assessor for Scott County, Minnesota, which no municipality has opted out. The counties assess all properties including manufacturing. The Minnesota Department of Revenue assesses utilities and oversees the county assessment process. Minnesota does not assess personal property. Each county must be at 90% to 105% of market value every year and must do a physical walk through every five years. They view 20% of the properties every year and the annual budget includes this cost. The population for Scott County is 129,928.

The cost per parcel of Scott County, MN county wide assessment program

County/State	2014 Actual	Parcel Count	Cost/Parcel
Scott/MN	\$1,889,576	59196	\$31.92

Applying the County Wide cost to Grant and LaFayette Counties in Wisconsin:

WI County	Parcel Count*	Cost/Parcel for County Wide Assessment	Total Cost for County Wide Assessment	Estimated Current Cost/Parcel	Total Estimated 2015 Cost
Grant	48,397	\$31.92	\$1,544,832	\$7.00	\$338,779
Lafayette	21,624	\$31.92	\$ 690,238	\$7.00	\$151,368

\*Parcel Count is Real Estate parcels only less Manufacturing (does not include personal property)

Estimated cost for Municipalities and Counties for County Wide Assessment

WI County	Total Cost County Wide Assessment	95% of Total Est 2015 Cost – Municipal Portion	Difference = County Portion
Grant	\$1,544,832	\$321,840	\$1,222,992
Lafayette	\$ 690,238	\$143,800	\$ 546,438

The above figures are very conservative, since the proposed Wisconsin budget would require 100% market value every year, does not include startup costs, does not include processing of personal property, and does not state how often physical revaluation inspections would have to be conducted.

According to the Wisconsin Department of Revenue, this proposal would result in more accurate assessments and cost savings due to economies of scale. As of 2013, all assessment records were required to be in digital format; therefore, all records are computerized. Other than some cost savings on bulk purchasing of supplies, it is doubtful that there would be economies of scale benefits in regards to physically viewing the properties, which is very labor intensive. The Wisconsin budget would add a county administrative position, which would result in 72 new positions. Although the proposal would reduce the number of state employees it would not reduce it by 72. In fact, our research as demonstrated above, indicates that the cost would greatly increase at the county level rather than decrease. In all instances, it is a great increase to be paid by Wisconsin property owners.

Requiring 100 % market value every year would increase the cost dramatically. This time table could be shortened to either every other year like Iowa or 90% to 105% as in Minnesota. It is important to realize that just being at 100 % market value does not insure accurate and uniform assessments. If properties have not been physically viewed in more than 10 years, the condition of the property has not been evaluated to determine a more accurate assessment. The condition could be greatly affected by lack of maintenance or remodeling which is not triggered by a building permit.

Some of the limiting factors for a county wide assessment are:

1. In rural assessing many municipalities only require building permits for residential houses and commercial buildings, but not agricultural buildings. In order to uniformly assess all properties, it is necessary for rural assessors to physically inspect each property for changes annually, which would probably not occur at a county level.
2. Generally county employees would not view properties in the evenings or Saturdays, which would require homeowners to take off work for daytime appointments. This would probably reduce the number of properties that are actually viewed. The Scott County assessor estimated that they only actually view the interior of about 20% of the properties. The other 80% are estimated. This will affect uniformity probably more than any other single factor.
3. Local Board of Reviews are citizens of the municipality and are held in the municipality generally in the evening or on Saturdays, which are more convenient for local residents to attend.

We suggest future changes to the assessment process to include the Wisconsin Association of Assessing Officers and the Indianhead Association of Assessing Officers in order to have informed proposals and to more accurately estimate the financial impact on Wisconsin property owners. WAAO made recommendations to the Department of Revenue five years ago when county wide assessment was proposed at that time. Some of the recommendations included more training and educational requirements for assessors, a more aggressive requirement to be at 100% market value, and a board to monitor and discipline assessors. These recommendations would improve the quality of assessments without increasing the cost significantly by implementing a county wide assessment system. We encourage all government officials to contact the Governor's office by calling (608) 266-1212 or by emailing [govgeneral@wisconsin.gov](mailto:govgeneral@wisconsin.gov), their state senators, and assemblymen with their views in regards to this proposal. We have also attached a list of the Finance Committee Members with their links.

Thank you for staying informed of the current issues. If you have any comments or questions, you can contact me by phone, email, or mail.

Sincerely,

Gardiner Appraisal Service, LLC  
Linda E. Gardiner, its duly authorized Member

<http://docs.legis.wisconsin.gov/2015/committees/joint/1384>

Members of Joint Finance Committee

Senator Darling (Co-Chair)

Representative Nygren (Co-Chair)

Representative Kooyenga (Vice-Chair)

Senator Olsen (Vice-Chair)

Senator Harsdorf

Senator Vukmir

Senator Tiffany

Senator Marklein

Senator L. Taylor

Senator Erpenbach

Representative Loudenbeck

Representative Knudson

Representative Schraa

Representative Czaja

Representative C. Taylor

Representative Hintz

## 2014 LAWS/DOG LICENSE RECONCILIATION

FEES COLLECTED	\$40,987.00
LESS FEES SENT TO STATE (5% MIN FEES)	(762.65)
LESS LOCAL TREASURER FEES	(1,054.75)
MUNIS 8310-44510 END OF YEAR	<u>39,169.60</u>
LESS EXPENSES:	
NEWSPAPERS/ADVERTISING	( 55.94)
LICENSES SUPPLIES (TAGS)	(310.81)
BEAR GRAPHICS (BOOKS/CARDS)	(188.36)
ANIMAL WELFARE SERVICES (52160) NEW	(977.81)
CLAIMS (IF ANY)	0.00
<b>TOTAL DUE LAWS</b>	<b><u>\$37,636.68</u></b>

SUMMARY OF 2014 DOG LICENSES SOLD IN WALWORTH COUNTY

Number of males .....	301 @ \$ 15.00 =	\$ 4,515.00
Number of females .....	167 @ \$ 15.00 =	\$ 2,505.00
Number of neutered males .....	1,854 @ \$ 9.00 =	\$16,686.00
Number of spayed females .....	1,889 @ \$ 9.00 =	\$17,001.00
Number of dogs 5 months old after July 1 (Unaltered) .....	0 @ \$ 7.50 =	\$ 0.00
Number of dogs 5 months old after July 1 (Altered) .....	0 @ \$ 4.50 =	\$ 0.00
Number of kennels .....	8 @ \$35.00 =	\$ 280.00
Dogs in excess of 12 per kennel .....	0 @ \$ 3.00 = (per dog)	\$ 0.00

Total fees collected ..... \$40,987.00

Fees to the State are based on the Min fee of \$8.00, \$3.00, \$4.00 and \$1.50 = \$15,253.00	
5% of min fees payable to State Treasurer.....	\$ 762.65
Less local treasurer fees .....	\$ 1,054.75
Less Dog License expenses (printing, supplies advertising, damage, etc.) .....	\$ 1,532.92
Amount paid to Lakeland Animal Welfare Society .....	\$ 37,636.68

\$1,000.00 Balance for Dog Damage Claims remains in general ledger account  
number 830-24133

December 31, 2014

DOG LICENSING STATISTICS

DOG LICENSE FUND  
WALWORTH COUNTY

<u>Year</u>	<u>Number of Dogs Licensed</u>	<u>Dog License Total Receipts</u>	<u>5% to State</u>	<u>Claims Paid For Damages</u>	<u>LAWS Custody Dogs/Cats</u>
1986	5,049	\$16,196.00	\$809.80	\$0.00	\$0.00
1987	4,818	\$15,383.50	\$769.17	\$1,280.00	\$0.00
1988	4,527	\$14,264.00	\$713.21	\$846.00	\$0.00
1989	4,751	\$14,922.50	\$746.13	\$1,234.91	\$0.00
1990	4,788	\$15,009.50	\$750.48	\$22.50	\$0.00
1991	4,686	\$14,184.50	\$709.24	\$1,021.00	\$0.00
1992	4,610	\$20,688.50	\$1,034.48	\$0.00	\$0.00
1993	4,512	\$19,893.00	\$994.65	\$200.00	\$0.00
1994	4,535	\$20,102.00	\$1,005.10	\$50.00	\$0.00
1995	4,769	\$20,325.00	\$1,017.25	\$600.00	\$0.00
1996	4,612	\$19,268.00	\$963.40	\$0.00	\$0.00
1997	4,603	\$19,073.50	\$953.68	\$0.00	\$0.00
1998	4,665	\$19,149.00	\$957.45	\$0.00	\$0.00
1999	4,662	\$18,830.00	\$941.50	\$0.00	\$0.00
2000	4,746	\$18,925.00	\$946.25	\$3,887.00	\$0.00
2001	4,809	\$18,966.00	\$948.30	\$0.00	\$8,598.00
2002	4,838	\$19,122.00	\$956.10	\$0.00	\$6,405.00
2003	4,748	\$18,548.00	\$927.40	\$0.00	\$3,504.50
2004	4,960	\$19,202.00	\$960.10	\$150.00	\$0.00
2005	4,987	\$19,534.00	\$976.70	\$0.00	\$0.00
2006	5,110	\$19,676.00	\$983.80	\$0.00	\$0.00
2007	5,071	\$19,514.50	\$1,267.75	\$0.00	\$0.00
2008	5,045	\$19,203.00	\$960.15	\$1,000.00	\$0.00
2009	4,810	\$18,212.00	\$910.60	\$0.00	\$0.00
2010	4,768	\$32,137.00	\$893.30	\$0.00	\$0.00
2011	4,733	\$31,785.50	\$880.75	\$0.00	\$0.00
2012	4,634	\$30,976.00	\$854.90	\$0.00	\$0.00
2013	4,444	\$43,353.00	\$811.83	\$0.00	\$0.00
2014	4,219	\$40,987.00	\$762.65	\$0.00	\$0.00

December 31, 2014

**RESOLUTION NO.: 108—2014-15**

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1           Legislation has been proposed to remove microbeads from personal care products.  
2           Microbeads are tiny plastic particles found in hundreds of personal care products such as  
3           facial and body cleansers. One tube of face wash can contain more than 350,000  
4           microbeads. These non-biodegradable particles slip through the sewage system filter,  
5           ending up in rivers and lakes. Studies of Lake Michigan have found millions of these  
6           beads. Microbeads have the ability to absorb toxic chemicals and pose a hazard to fish  
7           and other wildlife. They also have the potential to pollute soil if particles running through  
8           water treatment get into sewage sludge, which is often used as fertilizer.  
9

10           This resolution supports proposed legislation which prohibits, with certain exceptions, the  
11           manufacture of a personal care product containing microbeads beginning January 1,  
12           2016. This resolution also supports legislation which prohibits, with certain exceptions,  
13           selling or distributing a personal care product containing microbeads beginning January  
14           1, 2017.  
15

16           NOW THEREFORE, the undersigned members of the Agriculture, Extension Education, Zoning  
17           & Land Conservation Committee recommend adoption of the following resolution.

18           BE IT RESOLVED, that the Outagamie County Board of Supervisors does support proposed  
19           legislation which prohibits, with certain exceptions, the manufacture of a personal care product  
20           containing microbeads beginning January 1, 2016, and

21           BE IT FURTHER RESOLVED, the Outagamie County Board of Supervisors also supports  
22           legislation which prohibits, with certain exceptions, selling or distributing a personal care product  
23           containing microbeads beginning January 7, 2017, and

24           BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy  
25           of this resolution to the Outagamie County Lobbyist for distribution to the Legislature, all other  
26           Wisconsin counties, the Outagamie County Land Conservationist and the Outagamie County Executive.

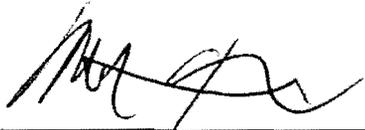
27           Dated this 10 day of February 2015

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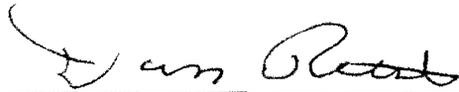
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Respectfully Submitted,

AGRICULTURE, EXTENSION  
EDUCATION, ZONING & LAND  
CONSERVATION COMMITTEE



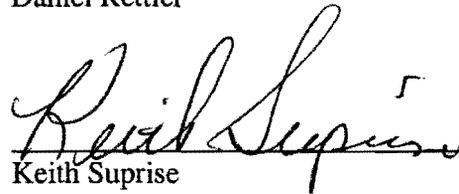
Mark Rahmlow



Daniel Rettler



Daniel Melchert



Keith Suprise

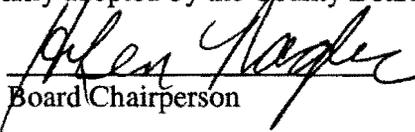


Leroy Van Asten

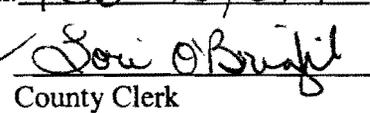
Duly and officially adopted by the County Board on:

Feb. 10, 2015

Signed:



Board Chairperson



County Clerk

Approved: 2-11-15

Vetoed: \_\_\_\_\_

Signed:



County Executive



State of Wisconsin  
2015 - 2016 LEGISLATURE



LRB-1285/1  
MCP:kjf:rs

## 2015 BILL

1 **AN ACT to create** 100.275 of the statutes; **relating to:** the manufacture, sale, and  
2 distribution of products containing microbeads and providing a penalty.

---

*Analysis by the Legislative Reference Bureau*

This bill generally prohibits, with certain exceptions, the manufacture of a personal care product containing microbeads (small, nonbiodegradable plastic particles) beginning January 1, 2016. "Personal care product" is defined in the bill. The bill also prohibits, with certain exceptions, selling or distributing a personal care product containing microbeads beginning January 1, 2017.

The bill creates different effective dates for these prohibitions for over-the-counter drugs. "Over-the-counter drug" is also defined in the bill. Under this bill, a person may not manufacture a personal care product that is an over-the-counter drug containing microbeads beginning January 1, 2017, and may not sell or distribute such a product beginning January 1, 2018. This bill does not apply to the manufacture, sale, or distribution of prescription drugs.

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

---

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

3 SECTION 1. 100.275 of the statutes is created to read:

**BILL**1           **100.275 Products containing synthetic plastic microbeads. (1)**

2           DEFINITIONS. In this section:

3           (a) "Over-the-counter drug" means a substance or product that may be  
4           dispensed without a prescription and that contains a label which identifies the  
5           product as a drug as required by 21 CFR 201.66.6           (b) "Personal care product" means any article, or a component of any article,  
7           that is intended to be applied to or introduced into the human body for cleansing,  
8           beautifying, promoting attractiveness, or altering appearance, except that "personal  
9           care product" does not include a prescription drug.10          (c) "Plastic" means a synthetic material made from linking monomers through  
11          a chemical reaction to create an organic polymer chain that can be molded or  
12          extruded at high heat into various solid forms that retain their defined shapes  
13          throughout their life cycle and after their disposal.14          (d) "Synthetic plastic microbead" means any intentionally added  
15          nonbiodegradable, solid plastic particle measuring less than 5 millimeters at its  
16          largest dimension.17          (2) RESTRICTIONS. (a) Beginning on January 1, 2016, no person may produce  
18          or manufacture a personal care product containing synthetic plastic microbeads,  
19          except for a product that is an over-the-counter drug.

20          (b) Beginning on January 1, 2017, no person may do any of the following:

21               1. Sell, offer for sale, or distribute a personal care product containing synthetic  
22               plastic microbeads, except for a product that is an over-the-counter drug.23               2. Produce or manufacture a personal care product that is an over-the-counter  
24               drug containing synthetic plastic microbeads.





March 10, 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
Andrew C. Terpstra Trust Andrew C Terpstra – Trustee, Ezekiel Terpstra - Applicant	Darien Township Tax Parcel B D-25-13	Rezone approx. 1.83 acres of A-1 Prime Agricultural land to the A-5 Agricultural-Rural Residential district.	March 10, 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 \_\_\_\_\_, 2015.

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

cc: County Supervisor Charlene Staples

February 19, 2015  
February 19, 2015 - expanded

Please include the following County Zoning Agency items on the March 10, 2015 County Board agenda:

**Rezones:**

1. **Jodi A. Buckett**, Section 21, Lafayette Township. Rezone 35 acres of A-1 Prime Agricultural District to 22 acres of A-2 Agricultural District and 13 acres of A-5 Agricultural Rural Residential District. Tax Parcel K LF-21-6.

**Approved 6 – 0** at the February 19, 2015 Zoning Agency hearing.

Conformance with County Land Use Plan: The County 2035 Land Use Plan identifies this area as the Other Agricultural Rural Residential and Other Open Lands (5 to 34 acres per dwelling) land use category.

2. **YMCA of Elgin/Golden Corridor Family YMCA**, Sections 8, 9 & 16, East Troy Township. Rezone recreational camp parcels from A-3 Agricultural Holding District, C-2 Upland Resource Conservation District and C-4 Lowland Resource Conservation District (Shoreland Wetlands) to P-1 Park District and C-1 Lowland Resource Conservation District (Non-Shoreland Wetlands) according to a digital survey and wetland delineation. Tax Parcels P ET-8-13, P ET-9-39 and 45 and P ET-16-2.

**Approved 6 – 0** at the February 19, 2015 Zoning Agency public hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as the (P) Park, (PEC) Primary Environmental Corridor and (INRA) Isolated Natural Resource Area land use categories.

3. **Richard H. Kraus Jr. Trust – Owner, Town of Whitewater & Walworth County – Applicant**, Section 20, Whitewater Township. Rezone approx. 59.97 acres of M-3 Mineral Extraction District to A-1 Prime Agricultural District. Part of Tax Parcel D W-20-6.

**Approved 6 – 0** at the February 19, 2015 Zoning Agency public hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as part Prime Agricultural and part Other Agricultural Rural Residential and Other Open Lands land use categories.

4. **Douglas Ridge – Owner, Town of Whitewater & Walworth County – Applicant**, Section 9, Whitewater Township. Rezone approx. 21.7 acres of M-3 Mineral Extraction District to A-3 Agricultural Holding District. Part of Tax Parcel D W-9-1.

**Approved 6 – 0** at the February 19, 2015 Zoning Agency public hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as the Urban Reserve land use categories.

5. **Robin C. Goessling – Owner, Town of Whitewater and Walworth County – Applicant**, Section 7, Whitewater Township. Rezone approx. 28.39 acres of M-3 Mineral Extraction District to A-1 Prime Agricultural District. Part of Tax Parcel D W-7-4B.

**Approved 6 – 0** at the February 19, 2015 Zoning Agency public hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as part (C) Commercial and part (AG1) Other Agricultural Rural Residential and Other Open Lands land use categories.

ORDINANCE NO. 915-03/15

ORDINANCE AMENDING 2-32 OF THE WALWORTH COUNTY CODE OF ORDINANCES PERTAINING TO THE TERM OF THE CHAIRPERSON AND VICE-CHAIRPERSON

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That section 2-32 of the Walworth County Code of ordinances is hereby amended to read as follows (additions are underlined; deletions are shown in strike-through text):

“Sec. 2-32. Chairperson/Vice-Chairperson.

The Chairperson and Vice-Chairperson of the Board shall be elected from the membership at large. ~~The Chairperson shall serve in that capacity no more than four full consecutive terms.~~

PART II: That this ordinance shall become effective upon passage and publication.

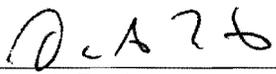
PASSED and ADOPTED by the Walworth County Board of Supervisors this 10<sup>th</sup> day of March 2015.

Nancy Russell  
County Board Chair

Kimberly S. Bushey  
Attest: County Clerk

County Board Meeting Date: March 10, 2015

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

Policy and Fiscal Note is attached.  
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:  
 2/18/15  
David A. Bretl Date  
County Administrator/Corporation Counsel  
 2/19/15  
Nicole Andersen Date  
Deputy County Administrator - Finance  
If unsigned, exceptions shall be so noted by the County Administrator.



ORDINANCE NO. 919 – 03/2015

AMENDING SECTION 2-167 OF THE WALWORTH COUNTY CODE OF ORDINANCES  
RELATIVE TO COUNTY MEMBERS OF THE WISCONSIN RIVER RAIL TRANSIT  
COMMISSION

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**PART I:** That section 2-167 of the Walworth County Code of Ordinances is hereby amended to read as follows (additions are underlined; deletions are shown in strike-through text):

**“Sec. 2-167. Wisconsin River Rail Transit Commission.**

(a) Membership. ~~The County Board shall make three appointments to the Wisconsin River Rail Transit Commission. At least one member shall be a County Board Supervisor. The County Administrator shall appoint, subject to confirmation by the County Board three~~ members to serve on the Wisconsin River Rail Transit Commission. At least one member shall be a County Board Supervisor or a County employee. Commissioners shall serve three year terms.

**PART II:** That this ordinance shall become effective upon passage and publication.

**PASSED and ADOPTED** by the Walworth County Board of Supervisors this 10 day of March, 2015.

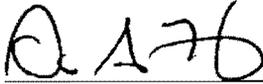
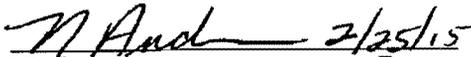
\_\_\_\_\_  
Nancy Russell  
County Board Chair

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

County Board Meeting Date:

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

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

	
David A. Bretl	Nicole Andersen
County Administrator/Corporation Counsel	Deputy County Administrator - Finance
Date 2/25/15	Date 2/25/15

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



**Resolution No. 71-03/15**  
**Proclaiming April 12-18<sup>th</sup>, 2015 Volunteer Week in Walworth County and Recognizing Walworth County Volunteers**

1 Moved/Sponsored by: Executive Committee

2  
3 **WHEREAS**, the week of April 12-18<sup>th</sup>, 2015 is National Volunteer Week, and the National  
4 Volunteer Week theme is "Celebrating Service;" and,

5  
6 **WHEREAS**, Walworth County government is fortunate to work with more than 600 volunteers,  
7 who generously give of their time and talent to make our communities better places to live; and,

8  
9 **WHEREAS**, volunteers from a variety of ages, diverse backgrounds, and a multitudes of skills  
10 donated a total of 33,150 hours during 2014 in service to Walworth County and its residents; and,

11  
12 **WHEREAS**, National Volunteer Week, is about inspiring, recognizing and encouraging people to  
13 seek out imaginative ways to engage in their communities; and,

14  
15 **WHEREAS**, Walworth County depends upon hundreds of volunteers who serve their  
16 communities and encourages and supports volunteerism; and,

17  
18 **WHEREAS**, this year marks the 41<sup>st</sup> anniversary of the Points of Lights National Volunteer week,  
19 demonstrating the enduring importance of recognizing our country's volunteers for their vital  
20 contribution.

21  
22 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
23 hereby proclaim the week of April 12-18<sup>th</sup>, 2015 Volunteer Week in Walworth County.

24  
25 **BE IT FURTHER RESOLVED** that the Board urges Walworth County citizens to seek out  
26 imaginative ways to engage in their communities to volunteer and become part of the collective  
27 power to make a difference.

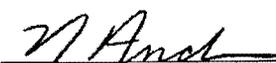
28  
29  
30 \_\_\_\_\_  
31 Nancy Russell  
32 County Board Chair

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

33  
34 County Board Meeting Date: March 10, 2015

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

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

	
_____ David A. Brctl County Administrator/Corporation Counsel	_____ Nicole Andersen Deputy County Administrator - Finance
3/2/15 Date	3/2/15 Date

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



**Resolution No. 73-03/15**

**Approving an Amendment to an Antenna Site Agreement by and between Hard Rock Farms LLC, Milwaukee Tower Holdings and Walworth County**

1 Moved/Sponsored by: Executive Committee

2

3 **WHEREAS**, in 1985 Walworth County became party to a lease for the purpose of installing  
4 public safety radio equipment on a tower located on property in the town of Spring Prairie,  
5 which property is known today as the Hard Rock Farms LLC; and,

6

7 **WHEREAS**, the County located its equipment on the tower, rent-free, subject to certain terms,  
8 and conditions of the lease; and,

9

10 **WHEREAS**, parties to the lease included a landlord (farmer), a tenant (telecommunications  
11 company) and Walworth County; and,

12

13 **WHEREAS**, the lease has been modified over the years and the current tenant is Milwaukee  
14 MPL Tower Holdings, LLC; and,

15

16 **WHEREAS**, the landlord and tenant now want to extend the terms of the lease, which is set to  
17 expire in 2017; and,

18

19 **WHEREAS**, the amended lease will expire in 2052 if all options to extend are exercised; and,

20

21 **WHEREAS**, the Sheriff's Office still has equipment located on the tower.

22

23 **NOW, THEREFORE, BE IT RESOLVED** that the County Clerk be and the same is hereby  
24 authorized to execute a lease amendment in substantially the same form as the document  
25 attached hereto, provided the amendment has been reviewed and approved by the Corporation  
26 Counsel.

27

28

29

30

31

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

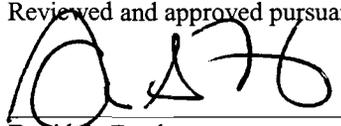
\_\_\_\_\_   
Kimberly S. Bushey  
County Clerk

35 County Board Meeting Date:

36

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

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

 _____ David A. Bretl County Administrator/Corporation Counsel	2/26/15 Date	 _____ Nicole Andersen Deputy County Administrator - Finance	2/26/15 Date
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If unsigned, exceptions shall be so noted by the County Administrator.

**Policy and Fiscal Note**  
**Resolution No. 73-03/15**

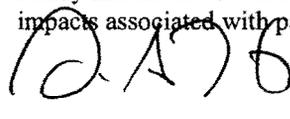
- I. **Title:** Approving an Amendment to an Antenna Site Agreement by and between Hard Rock Farms LLC, Milwaukee Tower Holdings and Walworth County
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize the County Clerk to execute the tower lease amendment which is attached, hereto.
- III. **Budget and Fiscal Impact:** The County's current rights and obligations will be extended under the terms of the amendment. There will be no impact on the approved budget.
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Executive Meeting Date: February 16, 2015

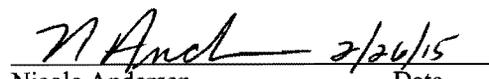
Vote: 4-0

County Board Meeting Date: March 10, 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.

 2/25/15

David A. Bretl Date  
County Administrator/Corporation Counsel

 2/26/15

Nicole Andersen Date  
Deputy County Administrator – Finance

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

Site: East Troy  
BUN: 840316 / FA: 10011911

## FIRST AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT

**THIS FIRST AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT** (this "Amendment") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2015, by and among **HARD ROCK FARMS, LLC**, a Wisconsin limited liability company ("Landlord"), having a mailing address of W 1650 Highway D, Burlington, Wisconsin 53105, **MILWAUKEE MPL TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10011911, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, CCATT LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and **WALWORTH COUNTY**, a Wisconsin municipal corporation (the "County"), with a mailing address of c/o Walworth County Sheriff's Dept., Attn: Sheriff, PO Box 1004, Elkhorn, Wisconsin 53121.

### RECITALS:

WHEREAS, Landlord and Tenant are the current parties under that certain Antenna Site Location Agreement dated as of October 19, 1992, with a commencement date of October 19, 1992, originally by and among Milwaukee SMSA Limited Partnership, a Delaware limited partnership ("SMSA"), as tenant, Edward Bolton and Florence Bolton, husband and wife (together, "Bolton"), as landlord, the County, and Blackhawk Telecommunications Laboratories, Inc., a Wisconsin corporation ("Blackhawk") (the "Lease"), a memorandum of which was recorded on November 4, 1992 in Volume 596, Page 651 in the Public Records of Walworth County, Wisconsin, whereby SMSA leased certain real property from Bolton, together with access and utility easements, that is more particularly described in the Lease (the "Leased Premises"), which is located on a portion of Landlord's property that is more particularly described on Exhibit "A" ("Landlord's Property");

WHEREAS, Blackhawk was administratively dissolved on December 14, 2010 and is not joining in the execution of this Amendment;

WHEREAS, Tenant is the successor in interest to SMSA;

WHEREAS, Landlord is the fee owner of Landlord's Property pursuant to that certain Trustee's Deed recorded on August 19, 2014 as Document No. 890118 in the Public Records of Walworth County, Wisconsin;

WHEREAS, the Lease as assigned is referred to herein as the "Agreement";

WHEREAS, the Leased Premises may be used for the purpose of installing, removing, replacing, modifying, maintaining and operating a communications facility, including, without limitation, antenna equipment, cable wiring, backup power sources (including generators and

fuel storage tanks), related fixtures and, if applicable to the Leased Premises, an antenna structure;

WHEREAS, the Agreement has an original term (including all extension terms) that will expire on October 18, 2017 (the "Original Term"), and Landlord and Tenant desire to amend the terms of the Agreement to provide for additional terms beyond the Original Term; and

WHEREAS, Landlord and Tenant desire to further amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Modified, Deleted or Replaced Sections or Sentences.

Section 7 of the Agreement (Option to Extend) is hereby amended by deleting the first (1st) sentence contained therein and substituting the following language in lieu thereof:

"This Agreement shall automatically renew for eleven (11) additional periods of five (5) years each, unless SMSA provides Boltons with written notice of its intent not to renew this Agreement not less than sixty (60) days prior to the expiration of the then current term of this Agreement. The term of this Agreement, including all options to extend, if exercised, will expire on October 18, 2052."

3. One-Time Rent Increase. Effective December 1, 2014, the annual rent shall increase to Thirteen Thousand Two Hundred and 00/100 Dollars (\$13,200.00) per year. Following such increase, the annual rent shall adjust pursuant to Section 4 of this Amendment.

4. Future Rent Increases. Commencing on November 1, 2017, and on the anniversary of that date each year thereafter (each, an "Adjustment Date"), the annual rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982-84=100 ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator published three (3) months prior to the applicable Adjustment Date by the CPI-U indicator published one (1) year and three (3) months prior to the applicable Adjustment Date, and multiplying the resultant number by the annual lease rental amount of the most recent rent. In no event shall the increase in rent calculated for any one (1) year period exceed four percent (4%) of the most recent rent. In the event of a decrease in the CPI-U

indicator, the rent will not decrease but will remain the same as in the previous year. Such rent escalations shall replace any rent escalations currently in the Agreement.

5. Revenue Share. In addition to the rent currently paid by Tenant to Landlord pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Leased Premises, if, after full execution of this Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Leased Premises to an unaffiliated third party not already a subtenant on the Leased Premises (each, a "Future Subtenant"), Tenant agrees to pay to Landlord twenty five percent (25%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this Section to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Leased Premises prior to execution of this Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

6. Right of First Refusal. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in any portion of Landlord's Property, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Leased Premises. If Landlord's notice covers portions of Landlord's Property beyond the Leased Premises, Tenant may elect to acquire an interest in only the Leased Premises, and the consideration shall be prorated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue

in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. Additional Land. Effective immediately, Landlord shall lease to Tenant an additional five hundred (500) square feet of Landlord's Property adjacent to the existing Leased Premises, as generally depicted on the survey attached hereto as Exhibit "B". From and after the date of this Amendment, for all purposes under the Agreement, the Leased Premises, together with guy wire, access and utility easements granted to Tenant, shall be as described on Exhibit "C".

8. Governmental Approvals. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Leased Premises for the purpose of constructing, maintaining and operating communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

9. Notice. The parties agree and acknowledge that all notices provided to Tenant pursuant to the Agreement shall be sent to the following address:

Milwaukee MPL Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
Re: Fixed Asset No. 10011911  
208 S. Akard Street  
Dallas, Texas 75202-4206

With a copy to:

Milwaukee MPL Tower Holdings LLC  
c/o CCATT LLC  
Attn: Legal Dept.  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

10. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Except for that certain Wisconsin Mortgage given by Landlord in favor of Badgerland Financial, FLCA and recorded on August 19, 2014 as Instrument No. 890120 in the Public Records of Walworth County, Wisconsin, Landlord owns the Leased Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Leased Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leased Premises.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Leased Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Leased Premises.

(e) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this Section, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

11. Blackhawk Non-Party. The parties acknowledge that Blackhawk is not a party to this Amendment and this Amendment is intended only to bind Landlord, Tenant and the County. Upon expiration of the Original Term, Blackhawk's rights under the Agreement will terminate.

12. Consent of County. The County consents to this Amendment in its entirety.

13. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

14. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement and all amendments thereto shall remain in full force and effect. Any portion of the

Agreement and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

15. Letter Agreement. This Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated as of October 14, 2014 (the "October 2014 Letter Agreement"), and in the case of any conflict or inconsistency between the terms and conditions contained in the October 2014 Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall govern and control. In the event Landlord (as defined in this Amendment) includes any individual or entity that was not a party to the October 2014 Letter Agreement, such individual or entity agrees to be bound by the Landlord's (as defined in the October 2014 Letter Agreement) obligations, representations, and warranties set forth in the October 2014 Letter Agreement.

[SIGNATURE PAGES TO FOLLOW]

**Resolution No. 72-03/15**  
**Urging the City of Lake Geneva to Close Tax Incremental Financing District 4.**

1 Moved/Sponsored by: Finance

2  
3 **WHEREAS**, the City of Lake Geneva ("City") created Tax Incremental District 4 in 1995; and,

4  
5 **WHEREAS**, the purpose of TIF Law is to fund certain improvements within the boundaries of  
6 the district to eliminate blight or to rehabilitate or conserve the area; and,

7  
8 **WHEREAS**, since the date of its inception, any increases in property taxes within TID 4 have  
9 been expended for projects in the TID or retained for some future use of the TID, requiring  
10 taxpayers residing outside of the TID to fund a greater share of general government services,  
11 including County, School District and Vocational School programs; and,

12  
13 **WHEREAS**, TID 4 has accomplished its goal of blight elimination, rehabilitation and  
14 conservation; and,

15  
16 **WHEREAS**, in 2014 the City proposed to construct a parking ramp using TIF 4 funds; and,

17  
18 **WHEREAS**, City voters rejected the proposal in a referendum.

19  
20 **NOW, THEREFORE, BE IT RESOLVED** that Walworth County Board of Supervisors urges  
21 the City of Lake Geneva to close TIF District 4 prior to May 14, 2015.

22  
23 **BE IT FURTHER RESOLVED** that the County Clerk be directed to furnish a copy of this  
24 resolution to Lake Geneva Mayor Jim Connors and Common Council President Alan Kupsik

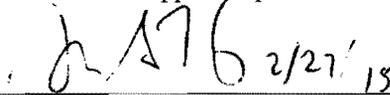
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28  
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30 \_\_\_\_\_  
31 Nancy Russell  
32 County Board Chair

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

33 County Board Meeting Date:

34  
35 Action Required:    Majority Vote \_\_\_\_\_    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 2/27/15  
David A. Bretl  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Date 3/2/15  
Nicole Andersen  
Deputy County Administrator - Finance

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



ORDINANCE NO. 916 – 03/15

AMENDING SECTION 15-1512 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO A SHIFT DIFFERENTIAL FOR CERTAIN HEALTH AND HUMAN SERVICES EMPLOYEES

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That section 15-1512 of the Walworth County Code of Ordinances is hereby amended to read as follows (additions are underlined; deletions are shown in strike-through text):

“Sec. 15-1512. Shift differential—~~Crisis intervention.~~”

(a) A shift differential in the amount of \$0.35 per hour shall be paid for any crisis intervention shift beginning between 12:00 p.m. and 6:00 a.m.

(b) A shift differential in the amount of \$0.35 per hour shall be paid for any hours worked by an on-call employee when the employee is required to respond in person to a crisis relating to juvenile court intake or initial assessment during the assigned on-call period only. The schedule identifying employees assigned to be on-call for this purpose shall be approved and posted by health and human services management staff.”

PART II: That this ordinance shall become effective upon passage and publication.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 10<sup>th</sup> day of March 2015.

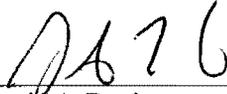
Nancy Russell  
County Board Chair

Kimberly S. Bushey  
Attest: County Clerk

County Board Meeting Date: March 10, 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. Bret	Nicole Andersen
County Administrator/Corporation Counsel	Deputy County Administrator - Finance
<u>2/19/15</u>	<u>2/20/15</u>
Date	Date

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



ORDINANCE NO. 917 – 03/15

AMENDING SECTIONS OF CHAPTER 15 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO SALARY AND STEP ADVANCEMENT FOR CERTAIN CDEB EMPLOYEES

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 **PART I: That section 15-324 of the Walworth County Code of Ordinances is hereby amended**  
2 **to read as follows (additions are underlined; deletions are shown in strike-through text):**

3  
4 **“Sec. 15-324. Performance based compensation for certain employees.**

5  
6 (10) Notwithstanding (1), the following employees shall not be included in the  
7 performance-based compensation plan:

8  
9 a. The following classification titles of the Q pay plan:

- 10  
11 1. Educational programmer;  
12  
13 2. Occupational therapist;  
14  
15 3. Physical therapist;  
16  
17 4. School nurse;  
18  
19 5. School psychologist.

20  
21 b. Employees identified in (10)(a) above shall be eligible for salary advancement  
22 in compliance with 15-333(g).

23  
24 (11) All employees covered by this section shall receive a performance evaluation at the  
25 end of the calendar year, pursuant to County ordinances and procedures. The  
26 following rules for special circumstances shall apply”

27  
28 **PART II: That section 15-357 of the Walworth County Code of Ordinances is hereby**  
29 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
30 **text):**

31  
32 **“Sec. 15-357. CDEB management-staff ("Q") pay plan.**

33  
34 (a) The management-staff ("Q") pay plan shall apply to ~~salaries non-represented~~  
35 ~~employees scheduled on a school year basis~~ the following Lakeland School job titles:

36  
37 (1) Educational Programmer  
38

- 1 (2) Occupational Therapist
- 2
- 3 (3) Physical Therapist
- 4
- 5 (4) School Nurse
- 6
- 7 (5) School Psychologist
- 8

9 (b) The annual contract for an Assistant Director of Special Education classification shall  
 10 be 217 days. The contract for all other staff under this section shall be 200 days. The contract days  
 11 shall be scheduled to compliment the school calendar and shall be fulfilled no later than June 30th of  
 12 each year.

13  
 14 ~~(e) The Assistant Director of Special Education and school psychologist may receive an~~  
 15 ~~annual stipend of 110 percent of their current hourly rate for each additional hour of work assigned~~  
 16 ~~and performed beyond their respective contract days under section 15-359(b)(10) and (11) at the~~  
 17 ~~discretion of the Director of Special Education and Director.~~

18  
 19 ~~(d)(c)~~ The management-school pay plan shall be administered consistent with section 15-  
 20 333 including step advancement.”

21  
 22 **PART III: That section 15-1002 of the Walworth County Code of Ordinances is hereby**  
 23 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
 24 **text):**

25  
 26 **“Sec. 15-1002. Teacher evaluation.**

- 27 (a) The evaluation process is as follows:
- 28
- 29 (1) All monitoring or observation of the work performance of a teacher will be conducted
- 30 openly and with full knowledge of the teacher. The use of eavesdropping, public
- 31 address or audio systems and similar surveillance devices will be strictly prohibited.
- 32
- 33 a. Staff members will be given a Pperformance Ddevelopment Pplan (PDP) or an
- 34 Educator Effectiveness Evaluation (E3) form with a professional growth summary
- 35 to complete prior to the formal evaluation at the start of each school year.
- 36
- 37 b. Formal or informal observation to include, but not limited to, any aspect of a
- 38 teacher's day.
- 39
- 40 c. Informal meeting after observation for information sharing.
- 41
- 42 d. Formal meeting after the evaluation to discuss the PDP or E3.
- 43
- 44

1 (2) Teachers on probation will have two evaluations a year during each year of their  
2 probationary period. The evaluations will provide feedback on the employee's  
3 performance.

4  
5 (3) No evaluations will be placed in the teacher's file unless the teacher has had the  
6 opportunity to read the evaluation. The teacher will acknowledge that he/she has read  
7 the evaluation by affixing his/her signature on the copy to be filed. The Administrator  
8 or designee may write up any class visits and if a copy of the evaluation is to be  
9 placed in the teacher's file, the teacher will receive a copy of the evaluation and sign  
10 the evaluation. If such evaluations indicate deficiencies, the teacher will be given  
11 supervisory help.

12  
13 (4) The formal evaluation process shall be conducted annually at the end of each school  
14 year. This does not preclude administration from conducting ongoing evaluations  
15 during the school year as identified in (1), (2), and (3) above. The formal evaluation  
16 process conducted at the end of each school year shall be used for the change in  
17 salary identified in 15-1041.

18  
19 (b) Teachers are encouraged to discuss any class visit with the Administrator or designee,  
20 and ~~may~~ shall have the opportunity to respond in writing to the evaluation report.”

21  
22 **PART IV: That section 15-1040 of the Walworth County Code of Ordinances is hereby**  
23 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
24 **text):**

25  
26 **“Sec. 15-1040. Initial Placement on salary schedule.**

27  
28 ~~Teachers will be paid according to the salary schedule in terms of experience and credit.~~  
29 ~~Administration retains the latitude to place an employee on the schedule based on education and/or~~  
30 ~~experience, in coordination and with the approval of the Director.~~

31  
32 (a) Initial placement on the salary schedule shall be based on the new hire's education,  
33 experience, and/or credits earned. A new employee's experience shall be evaluated as described in  
34 15-1042 and the education shall be evaluated as described in 15-1043.

35  
36 (b) Administration retains the latitude to initially place an employee on the salary  
37 schedule in coordination and with approval of the Director.”

38  
39 **PART V: That section 15-1041 of the Walworth County Code of Ordinances is hereby**  
40 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
41 **text):**

42  
43 **“Sec. 15-1041. Change in salary.**

44  
45 (a) ~~Adjustment in placement~~ Movement on the salary schedule will occur as a result of a  
46 performance evaluation with a rating of Solid Contributor or High Level Performer due to increased

1 ~~credits will be made yearly. Verification through receipt of a university transcript must be received~~  
2 ~~prior to September 1 of each teacher year. The change in salary shall be effective at the start of the~~  
3 ~~next school year based upon the previous school year's performance. Completion of educational~~  
4 ~~course work may be considered as a part of the evaluation process.~~

5  
6 (b) ~~Employees hired after the 1997-1998 school year must obtain a Master's degree in~~  
7 ~~order to advance to the B36 lane. Teachers hired for the 1997-98 school year and prior to the 1997-~~  
8 ~~98 school year may advance to the B36 lane without obtaining a Master's degree. Advancement on~~  
9 ~~the salary schedule shall be administered as follows:~~

10  
11 (1) Evaluations with a rating of High Level Performer shall advance on the salary  
12 schedule two (2) steps.

13  
14 (2) Evaluations with a rating of Solid Contributor shall advance on the salary schedule  
15 one (1) step.

16  
17 (3) Evaluations with a rating of Average or below shall result in no step advancement on  
18 the salary schedule.

19  
20 (c) An employee hired after the start of the school year calendar shall still receive a  
21 performance evaluation for that school year and will be eligible for a change in salary effective at the  
22 start of the next school year as identified in 15-1041 (a).

23  
24 (d) Employees being paid at the last step of the salary schedule shall still receive a  
25 performance evaluation consistent with 15-1002, but shall not be eligible for any step advancement."

26  
27 **PART VI: That section 15-1042 of the Walworth County Code of Ordinances is hereby**  
28 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
29 **text):**

30  
31 **"Sec. 15-1042. Outside experience.**

32  
33 Credit Initial placement on the salary schedule for experience outside of the school system shall  
34 be granted as follows:

35  
36 (1) Experience in special education including speech therapy outside the employment of  
37 the WCCDEB will be evaluated by the Administrator as an agent of the WCCDEB  
38 and full credit not to exceed five years will be granted to teachers having had  
39 experience in a special education program certified by the Department of Public  
40 Instruction.

41  
42 (2) All experience in special education, as noted in item (1) above, beyond five years will  
43 be evaluated as indicated in item (1) and credit granted at the rate of ½ year for each  
44 year taught, the total of which is not to exceed ten years.

- 1 (3) Teaching experience outside of special education, i.e. conventional classroom, will be  
2 granted at the rate of 1/2 year for each year taught, not to exceed six years.”  
3

4 **PART VII: That section 15-1043 of the Walworth County Code of Ordinances is hereby**  
5 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
6 **text):**  
7

8 **“Sec. 15-1043. Initial placement for education ~~C~~credit for salary schedule advancement.**  
9

10 (a) The term "credit" as used herein shall be defined as a semester hour. Conversion from  
11 quarter hours to semester hours shall be made via quarter hours × 2/3 = semester hours.  
12

13 (b) All ~~approved eCredits prescribed earned by the~~ through an accredited college or  
14 university for a degree program and those credits pertinent to the teacher's field, graduate or  
15 undergraduate, shall may apply to advancement initial placement on the salary schedule with the  
16 approval of as approved by the Administrator.  
17

18 (c) ~~—PI 34 schedule advancement. Teachers who are under PI-34 licensure and who obtain~~  
19 ~~renewal of their license through a professional development plan (PDP) will be compensated with~~  
20 ~~the equivalent of six credits on the salary schedule for each PI-34 PDP cycle completed. If during~~  
21 ~~their five-year PDP renewal they have taken six credits, and advanced at least one lane, they will not~~  
22 ~~be given any additional credits towards advancement when the PDP is completed. A masters degree~~  
23 ~~must be obtained in order to advance to the M6 lane or beyond. These credits will be recorded as PI-~~  
24 ~~34 credits. Under no circumstances will reimbursement under 15-1044 be given for these PI-34~~  
25 ~~credit advancements.”~~  
26

27 **PART VIII: That section 15-1044 of the Walworth County Code of Ordinances is hereby**  
28 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
29 **text):**  
30

31 **“Sec. 15-1044. Course approval.**  
32

33 (a) Courses taken for the purposes of license renewal, PI-34 licensure, or courses used as  
34 a part of the employee's Performance Development Plan (PDP) or Educator Effectiveness  
35 Evaluation (E3) remuneration, advancement on the established salary schedule and/or for degree  
36 programs must be approved by the Administrator prior to beginning of each course.  
37

38 (b) The WCCDEB will reimburse teachers for a maximum of six approved credits at the  
39 actual cost of tuition, not to exceed \$450.00 per credit every five years, beginning with the date of  
40 their most recent license renewal. Reimbursement for credits is based on the school year, including  
41 summer school of the year just completed.  
42

43 (c) Approval for credits will only be granted for courses taken at an accredited ~~four-year~~  
44 ~~college or university or as otherwise approved by the administration.~~  
45

1           (d) Upon completion of the course, an official grade report or official transcript as well as  
2 documentation of payment for the course must be received prior to the following September 1<sup>st</sup> to  
3 obtain reimbursement for the cost of the course(s) pursuant to 15-1044 (b).

4  
5           (e) In certain circumstances, a course may be extended beyond the original completion  
6 date or a grade report may not be available prior to September 1<sup>st</sup>. In order for appropriate  
7 reimbursement, the employee must submit another course approval form to administration.  
8 Approval of the extension will only be considered if the college or university provides formal,  
9 written documentation indicating the reason(s) for the course extension or late grade report. With  
10 administration approval, the course(s) will be reimbursed at the beginning of the following school  
11 year provided all required documentation is submitted prior to the following September 1<sup>st</sup>.”

12  
13 **PART IX: That section 15-1045 of the Walworth County Code of Ordinances is hereby**  
14 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
15 **text):**

16  
17 **“Sec. 15-1045. Miscellaneous compensation.**

18  
19           (a) In addition to base salary, the WCCDEB shall pay compensation for additional job  
20 assignments if made and approved by the Director - Special Education as prescribed herein.  
21 WCCDEB policies regarding these items will remain in effect.

- 22  
23           (1) Special Olympics - \$600.00 per assignment per contract year ~~for two people~~;  
24  
25           (2) Summer school and/or homebound instruction - \$20.00 per hour;  
26  
27           (3) PI-34 mentor - \$300.00 per contract year.”

28  
29 **PART X: That section 15-1048 of the Walworth County Code of Ordinances is hereby**  
30 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
31 **text):**

32  
33 **“Sec. 15-1048. Long term substituting.**

34  
35           Certified substitute teachers who have substituted in the same assignment classroom for more  
36 than 30 continuous school days will be paid at ~~the same rate as a teacher with a B.A. at Lane A, Step~~  
37 ~~1 on the salary schedule for the days worked over 30.”~~

38  
39 **PART XI: That this ordinance shall become effective upon passage and publication.**

40  
41 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 10<sup>th</sup> day of March  
42 2015.

43  
44  
45 \_\_\_\_\_  
46 Nancy Russell  
County Board Chair

45 \_\_\_\_\_  
46 Kimberly S. Bushey  
Attest: County Clerk

1 County Board Meeting Date: March 10, 2015

2 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 2/19/15  
Date  
County Administrator/Corporation Counsel

Nicole Andersen 2/20/15  
Date  
Deputy County Administrator - Finance

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



**ORDINANCE NO. 920 – 03/15**

**AMENDING CHAPTER 15 OF THE WALWORTH COUNTY CODE OF ORDINANCES  
RELATING TO A REORGANIZATION OF THE PUBLIC WORKS DEPARTMENT**

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

**PART I: That section 15-6 of the Walworth County Code of Ordinances is hereby amended to read as follows (additions are underlined; deletions are shown in strike-through text):**

**“Sec. 15-6. At-will employment.**

(f) The County Administrator shall ensure that employment contracts are prepared and executed for any department head hired or promoted after January 8, 2002 (excluding an elected official) and anyone hired through competitive means pursuant to 15-316 (b) and 15-335 (a) after the date indicated into the positions identified below.

Position	Department	Effective Date
Comptroller	Finance	December 11, 2007
Finance Manager	Finance	April 21, 2009
Financial Systems Administrator	Finance	February 11, 2014
Deputy Director	Health and Human Services	December 11, 2007
HS Manager - Administrative Services	Health and Human Services	October 14, 2014
HS Manager - Aging/Long Term Care	Health and Human Services	April 21, 2009
HS Manager - Children's Services	Health and Human Services	April 21, 2009
HS Manager - Behavioral Health Services	Health and Human Services	January 1, 2011
HS Manager - Mental Health Recovery Services	Health and Human Services	April 21, 2009
HS Manager - Public Health	Health and Human Services	April 21, 2009
HR Generalist	Human Resources	January 1, 2013
HR Manager	Human Resources	December 11, 2007
Risk/Benefits Manager	Human Resources	February 11, 2014
Manager of IT Operations	Information Technology	December 11, 2007
Senior IT architect	Information Technology	January 1, 2014
Deputy Director	Land Use and Resource Management	December 11, 2007
Lead Investigator/Deputy Medical Examiner	Medical Examiner	January 5, 2015
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Shop	Public Works	April 21, 2009

<u>Business Services Manager</u>	<u>Public Works</u>	<u>November 9, 2010</u>
<u>County Engineer/Assistant Director</u>	<u>Public Works</u>	<u>October 8, 2013</u>
<u>Facilities Manager</u>	<u>Public Works</u>	<u>April 21, 2009</u>
<u>Highway Operations Manager</u>	<u>Public Works</u>	<u>November 9, 2010</u>
<u>Purchasing Manager</u>	<u>Public Works</u>	<u>March 22, 2015</u>

1  
2 **PART II: That Section 15-17 of the Walworth County Code of Ordinances is hereby**  
3 **amended to read as follows (additions shown by underline; deletions shown by strike-**  
4 **through):**

5  
6 (o) *Public Works*

CLASSIFICATION TITLE	FTE
<del>Account Clerk III</del>	<del>1.00</del>
Accounting Assistant <sup>1</sup>	1.00
Administrative Secretary I	<del>1.00</del> 2.00
<del>Administrative Secretary I</del> <u>Public Works</u>	<del>1.00</del>
Assistant Buyer	1.00
<u>Assistant Buyer/Solid Waste Coordinator</u>	<u>1.00</u>
Assistant DPW - Roads	3.00
Assistant DPW - Shop	1.00
<del>Business Services Manager</del>	<del>1.00</del>
<u>County Engineer/Assistant Director</u>	1.00
Director – Central Services	1.00
Facilities Manager	1.00
<u>Finance Manager</u> <sup>1</sup>	<u>1.00</u>
Head Groundskeeper	1.00
Highway/Engineering Assistant	1.00
Highway Operations Manager	1.00
Maintenance Technician	7.00
Marking/Signing Lead Worker	1.00
Mechanic II	4.00
Patrolman/Woman	30.00
<u>Purchasing Manager</u>	<u>1.00</u>
Road Lead Worker	1.00
Senior Accountant <sup>1</sup>	0.50 <sup>+</sup>
Senior Buyer	2.00
Senior Maintenance Technician	4.00
Shop Lead Worker	1.00
Total Public Works FTEs	<del>66.50</del> <u>67.50</u>
<sup>1</sup> Reports to Finance	

37  
38  
39 (u) Grand Total - County FTEs 818.25 819.25

40 **PART III: That this ordinance shall become effective as of March 22, 2015.**

1 **PART III:** That this ordinance shall become effective as of March 22, 2015.

2  
3 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 10<sup>th</sup> day of March  
4 2015.

5  
6  
7

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

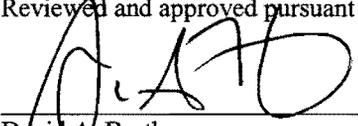
\_\_\_\_\_   
Kimberly S. Bushey  
Attest: County Clerk

10  
11  
12

County Board Meeting Date: March 10, 2015

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

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

 _____ David A. Bretl County Administrator/Corporation Counsel	3/2/15 _____ Date	 _____ Nicole Andersen Deputy County Administrator - Finance	3/3/15 _____ Date
--	-------------------------	---	-------------------------

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



**ORDINANCE NO. 918 – 03/15**

**AMENDING SECTION 15-6 OF THE WALWORTH COUNTY CODE OF ORDINANCES  
RELATING TO AT-WILL EMPLOYMENT FOR THE LEAD INVESTIGATOR/DEPUTY  
MEDICAL EXAMINER**

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

**PART I: That section 15-6 of the Walworth County Code of Ordinances is hereby amended to read as follows (additions are underlined; deletions are shown in strike-through text):**

**“Sec. 15-6. At-will employment.**

(f) The County Administrator shall ensure that employment contracts are prepared and executed for any department head hired or promoted after January 8, 2002 (excluding an elected official) and anyone hired through competitive means pursuant to 15-316 (b) and 15-335 (a) after the date indicated into the positions identified below.

Position	Department	Effective Date
Comptroller	Finance	December 11, 2007
Finance Manager	Finance	April 21, 2009
Financial Systems Administrator	Finance	February 11, 2014
Deputy Director	Health and Human Services	December 11, 2007
HS Manager - Administrative Services	Health and Human Services	October 14, 2014
HS Manager - Aging/Long Term Care	Health and Human Services	April 21, 2009
HS Manager - Children's Services	Health and Human Services	April 21, 2009
HS Manager - Behavioral Health Services	Health and Human Services	January 1, 2011
HS Manager - Mental Health Recovery Services	Health and Human Services	April 21, 2009
HS Manager - Public Health	Health and Human Services	April 21, 2009
HR Generalist	Human Resources	January 1, 2013
HR Manager	Human Resources	December 11, 2007
Risk/Benefits Manager	Human Resources	February 11, 2014
Manager of IT Operations	Information Technology	December 11, 2007
Senior IT architect	Information Technology	January 1, 2014
Deputy Director	Land Use and Resource Management	December 11, 2007
<u>Lead Investigator/Deputy Medical Examiner</u>	<u>Medical Examiner</u>	<u>January 5, 2015</u>
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Shop	Public Works	April 21, 2009







**Policy and Fiscal Note**  
**Resolution No. 70- 03/15**

- I. **Title:** Reauthorization of Self-Insurance for Worker's Compensation
- II. **Purpose and Policy Impact Statement:** Every three years, each self-insured political subdivision must provide the Department of Workforce Development with a resolution, passed by the governing body, which states its intent and agreement to self-insure. Walworth County first elected to self-insure worker's compensation pursuant to resolution number 113 adopted in November 1981.
- III. **Budget and Fiscal Impact:** Adoption of this resolution will have no fiscal impact on the County budget.
- IV. **Referred to the following standing committees for consideration and date of referral:**

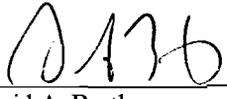
Committee: Human Resources

Meeting Date: February 18, 2015

Vote: 4-0

County Board Meeting Date: March 10, 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.

 2/19/15  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

 2/20/15  
Nicole Andersen                      Date  
Deputy County Administrator - Finance