



**WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

**TUESDAY, OCTOBER 14, 2014 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**

- Nancy Russell, Walworth County Board Supervisor, District #11

**Roll Call**

**Withdrawals from Agenda, if any**

**Approval of the Agenda**

**Approval of the Minutes**

Pgs. 1-3

- September 4, 2014 Committee of the Whole

Pgs. 4-9

- September 4, 2014 County Board Meeting

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

**Appointments/Elections**

1. Director of Health and Human Services
  - Elizabeth Aldred – To succeed Linda Seemeyer (Recommended by the Health and Human Services Board 9-0 and the Executive Committee 5-0)
2. Walworth County Medical Examiner
  - Dr. Lynda Biedrzycki (The Executive Committee will consider this item and make a recommendation at a special meeting immediately prior to the October 14, 2014 County Board meeting.)

Pgs. 10-13

3. Local Emergency Planning Committee
  - John Ennis
  - Kevin Kennedy
  - Michael Katzenberg
  - David Fladten
  - Jim Obligato
  - Elizabeth Walsh
  - David Thompson
  - David Graves
  - Nancy Russell
  - Mark Ruosch
  - Kevin Brunner
  - Daniel Plutchak
  - Daniel Nickels
  - Eric Hudson

- Richard Kuhnke                      - David Bretl  
(Recommended by the Executive Committee 5-0)
- Pgs. 14-15** 4. Southeastern Wisconsin Regional Planning Commission (SEWRPC)
  - Charles Colman (Recommended by the Executive Committee 5-0)  
(The County Board’s recommendation and Mr. Colman’s background information will be forwarded to Governor Walker for consideration and action.)
- Pgs. 16-19** 5. Walworth County Workforce Development Board
  - Derek D’Auria (Recommended by the Executive Committee 5-0)

**Communications and Matters to Be Referred**

- Pgs. 20-31** 1. Claims Received After Agenda Mailing
- Pgs. 20-31** 2. Claims: a) Notice of Supply received from Super Mix of Wisconsin Inc. regarding furnished labor/materials for various county road projects; b) Claim for Vehicle Damage – Jeremy A. Behrens; c) Intervenor’s Notice of Motion and Motion for Leave to Sue the Receiver – In re: B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc., Assignors (To be referred to the Executive Committee)
- Pgs. 32-36** 3. Correspondence from Wisconsin Healthy Workplace Advocates regarding “Freedom from Workplace Bullies” Week (It is anticipated that the County Board will move, pursuant to Section 2-62 of the Walworth County Code of Ordinances, to suspend its rules in order to take action on this item)
- Pgs. 37-38** 4. Correspondence from Attorney John L. Maier, Jr. in regard to the Mound Road Estates Subdivision / The Shores of Delavan Lake Subdivision and requesting the County Zoning Agency refund an equitable portion of application fees to the applicant in the event that the Shodeen Project is rejected (To be referred to the County Zoning Agency)
- Pgs. 39-40** 5. Outagamie Co. Resolution No. 26-2014-15 – Supporting legislation to allow escrow accounts and irrevocable trusts used by landfill owners to demonstrate proof of financial responsibility (To be referred to the Executive Committee)
- Pg. 41** 6. Correspondence from Vice-Chair Rick Stacey in regard to providing cameras to the Sheriff’s Office in order to record interaction between law enforcement and citizens (To be referred to the Executive Committee)
- Pg. 42** 7. Correspondence from Vice-Chair Rick Stacey in regard to the interest rate charged on delinquent taxes (To be referred to the Finance Committee)
- Pg. 43** 8. Correspondence from State Rep. Andy Jorgensen acknowledging receipt of Walworth County resolutions regarding funding for county 911 services and the circuit court system (To be placed on file)
- Pg. 44** 9. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
- 10. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
- Pgs. 45-46** 11. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)

**Unfinished Business**

- Pgs. 47-49** 1. Res. No. 26-09/14 – Supporting a Full Environmental Impact Statement for Enbridge Energy Line 61 Expansion and Needed Public Input – *Vote Required: Majority* (Recommended by the Land Conservation Committee 4-1)

## New Business

### Reports of Standing Committees

#### **Pg. 50 County Zoning Agency Report of Proposed Zoning Amendments**

1. Joanne Beck, Mark Anders, Paul Anders, and Kristin Sleeth, Section 9, East Troy Township. Rezone approximately .12 acres of C-4 to R-1 – Approved: 6-0 (September 18, 2014 County Zoning Agency Public Hearing)
2. Christian League for the Handicapped, Inspiration Ministries c/o Richard Hall, Robert Pearce – Applicant, Section 2, Walworth Township. Rezone approximately 7.49 acres of A-1 and P-2 to A-1, P-2 and C-2 – Approved: 6-0 (September 18, 2014 County Zoning Agency Public Hearing)
3. Fort Community Credit Union c/o Jim Simdon (Vice President), Section 11, LaGrange Township. Rezone approximately 1.5 acres of C-2 to A-5 – Approved: 6-0 (September 18, 2014 County Zoning Agency Public Hearing)

#### **Executive Committee**

- Pgs. 51-53** 1. Ord. No. 890-10/14 – Amending Chapter 6 and Chapter 14 of the Walworth County Code of Ordinances Relative to Powers of the County Humane Officer – *Vote Required: Majority* (Recommended by the Executive Committee 5-0 and the Finance Committee 4-0)
- Pgs. 54-56** 2. Ord. No. 891-10/14 – Amending Section 2-144 of Chapter 2 of the Walworth County Code of Ordinances Relating to Committee Procedure (CDEB Meeting Time) – *Vote Required: Two-thirds* (The Executive Committee will consider this item and make a recommendation at a special meeting immediately prior to the October 14, 2014 County Board meeting.)
- Pgs. 57-58** 3. Res. No. 35-10/14 – Designating Cindy Wrobel as the Walworth County Humane Officer – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
4. Res. No. 36-10/14 – Supporting Center-based Programming for People with Learning Disabilities – *Vote Required: Majority* (Recommended by the Executive Committee 5-0, Children with Disabilities Education Board 4-0, and Health and Human Services Board 8-0)
- Pgs. 59-60** 5. Res. No. 40-10/14 – Regarding the Claim of Myron Paddock – *Vote Required: Majority* (The Executive Committee will consider this item and make a recommendation at a special meeting immediately prior to the October 14, 2014 County Board meeting.)

#### **Finance Committee**

- Pgs. 61-63** 1. Ord. No. 880-10/14 – Amending Section 30-150 of the Walworth County Code of Ordinances Relating to Write-off of Receivables – *Vote Required: Majority* (Recommended by the Finance Committee 4-0)
- Pgs. 64-66** 2. Ord. No. 881-10/14 – Amending Section 30-185 of the Walworth County Code of Ordinances Relating to Establishment of Agency Funds – *Vote Required: Majority* (Recommended by the Finance Committee 4-0)
- Pgs. 67-69** 3. Ord. No. 882-10/14 – Amending Section 30-414 of the Walworth County Code of Ordinances Relating to Correction of Errors – *Vote Required: Majority* (Recommended by the Finance Committee 4-0)

- Pgs. 70-85** 4. Res. No. 28-10/14 – Approving an Agreement by and between Walworth County and the Lakeland Animal Welfare Society, Inc. for Contract Term 2015 to 2019 – *Vote Required: Two-thirds* (Recommended by the Finance Committee 4-0)
- Pgs. 86-88** 5. Res. No. 29-10/14 – Internally Designating Lakeland Health Care Center 2014 Net Position for Future Building/Equipment – *Vote Required: Two-thirds* (Recommended by the Lakeland Health Care Center Board of Trustees 5-0 and the Finance Committee 4-0)
- Pgs. 89-90** 6. Res. No. 30-10/14 – Committing General Fund Balances for Future Building/Equipment – *Vote Required: Two-thirds* (Recommended by the Finance Committee 4-0)
- Pgs. 91-93** 7. Res. No. 31-10/14 – Authorizing Additions to Previously Established Pre-Approved Recurring Grants List – *Vote Required: Majority* (Recommended by the Finance Committee 4-0)
- Pgs. 94-106** 8. Res. No. 33-10/14 – Approving Intergovernmental Cooperation Agreement between Waukesha County and Walworth County Regarding the Provision of Medical Examiner Services to Walworth County – *Vote Required: Two-thirds* (Recommended by the Finance Committee 4-0)
- Pgs. 107-116** 9. Res. No. 34-10/14 – Approving Intergovernmental Cooperation Agreement between Waukesha County and Walworth County Regarding the Provision of Transition Services to Medical Examiner System – *Vote Required: Majority* (Recommended by the Finance Committee 4-0)

#### **Human Resources Committee**

- Pgs. 117-120** 1. Ord. No. 883-10/14 – Amending Sections 15-6 and 15-17 of the Walworth County Code of Ordinances Relating to the Reclassification of the HS Supervisor-Administration – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
- Pgs. 121-123** 2. Ord. No. 884-10/14 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Reclassification of a Unit Clerk and an RN-Unit Supervisor – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
- Pgs. 124-125** 3. Ord. No. 885-10/14 – Amending Section 15-359 of the Walworth County Code of Ordinances Relating to Special Pay Premiums for the Extended School Year – *Vote Required: Majority* (Recommended by the Children with Disabilities Education Board 4-0 and the Human Resources Committee 5-0)
- Pgs. 126-127** 4. Ord. No. 886-10/14 – Creating Section 15-366 of the Walworth County Code of Ordinances Relating to Safety Shoe Stipend for Certain LHCC Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
- Pgs. 128-130** 5. Ord. No. 887-10/14 – Amending Sections 15-154 and 15-601 of the Walworth County Code of Ordinances Relating to Safety – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
- Pgs. 131-133** 6. Ord. No. 888-10/14 – Amending Section 15-333 of the Walworth County Code of Ordinances Relating to Step Increase Dates for CDEB Management Staff – *Vote Required: Majority* (Recommended by the Children with Disabilities Education Board 4-0 and the Human Resources Committee 5-0)
- Pgs. 134-136** 7. Ord. No. 889-10/14 – Creating Sections 15-540 and 15-549 of the Walworth County Code of Ordinances Relating to Special Benefit Provisions for CDEB Professional Employees – *Vote Required: Majority* (Recommended by the Children with Disabilities Education Board 4-0 and the Human Resources Committee 5-0)

- Pgs. 137-143** 8. Res. No. 32-10/14 – Approving a Collective Bargaining Agreement by and between Walworth County and the Health and Human Services Professionals for the Period of January 1, 2014 to December 31, 2014 – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)

**Park Committee**

- Pgs. 144-145** 1. Res. No. 38-10/14 – Authorizing County Conservation Aids Program – *Vote Required: Majority* (Recommended by the Park Committee 4-0)
- Pgs. 146-151** 2. Res. No. 39-10/14 – Approving Memorandum of Understanding (MOU) with Rock County on Maintenance and Development of the Pelishek-Tiffany Trail – *Vote Required: Majority* (Recommended by the Park Committee 4-0)
- Pgs. 152-153** 3. Res. No. 41-10/14 – Authorizing County Officials to Enter into a Lease Agreement for Rental of the Residence Located in the White River County Park – *Vote Required: Majority* (No formal vote was taken at the September 15, 2014 Park Committee meeting.)

**Public Works Committee**

- Pgs. 154-156** 1. Res. No. 37-10/14 – Accepting Congestion Mitigation and Air Quality (CMAQ) Grant for Construction of CTH NN Pedestrian/Bike Trail – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)

**Reports of Special Committees**

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

**Chairperson’s Report**

**Adjournment**

**Kimberly S. Bushey  
Walworth County Clerk**

- \*Supervisors and Committees: Please submit titles for the Wednesday, November 12, 2014 agenda on or before Wednesday, October 29, 2014.
- \*\*Reminder: The Public Budget Hearing is scheduled for Thursday, October 30, 2014 at 6:00 p.m.

**SEPTEMBER 4, 2014 SESSION  
OF THE  
WALWORTH COUNTY BOARD OF SUPERVISORS  
COMMITTEE OF THE WHOLE**

The Walworth County Board Committee of the Whole meeting was called to order by Chair Russell at 5:07 p.m. at the Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

**Roll Call**

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

○ **Presentation of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for Fiscal Year 2014**

Administrator David Bretl invited Nicki Andersen, Deputy County Administrator-Finance, and Jessica Conley, Comptroller, to come forward. Bretl credited the Finance Department and all county departments for their work on the budget. Chair Russell read the award and presented it to Andersen and Conley.

○ **Presentation of County Administrator's proposed 2015 budget and budget workshop**

Bretl presented an overview of the 2015 Administrator's Budget. A copy of the 2015 Administrator's Budget was distributed to those present.

Bretl stated this budget proposes a .45% increase in the overall levy, which includes both uniform and non-uniform county levies, and this fits within the goal that had been established by the Finance Committee earlier this year. He explained the important dates in the budget process as outlined in the budget book. He referenced the sidebar articles highlighting key events that occurred throughout the year in Walworth County including the passing of Coroner John Griebel and the final Support the Troops Rally taking place on November 24, 2014.

Bretl gave an overview of the 2015 Budget Themes. **Conservative, Sustainable Practices:** Bretl gave an overview of Other Post-Employment Benefits (OPEB), which is the county's commitment to provide health care to its retirees. He said in his estimation, the county does not have to make an extraordinary contribution to this obligation this year. He also said Employee Health Care is important to our long-term well-being and the plan design changes that were made last year will be continued. He stated the county is drawing down the health insurance reserves in a planned way; therefore, he is not requesting an increase in the county's health insurance premium.

Bretl stated it is critical that the county move to a model where infrastructure can be maintained without the need to borrow funds. He said they have returned this annual expense to the tax levy by building reserves dedicated to road construction. He stated the county now has the ability to fund over \$15.3 million in road projects over the next five years without the need to borrow. He gave an overview of the county's capital assets, which depreciate each year. He said they are making progress toward the goal of fully funding the depreciation. He also said the county has been very aggressive in calling the bonds. He stated there is nothing left to call at this time until 2017 and 2018. He said

Lakeland School is accumulating a fund in order to do so. He asked the Board to keep these features of the budget in place.

**Sustainable Staffing:** Bretl referred to Appendix A, which gives an overview of the personnel changes. He said this budget does add some positions; however, he was not able to accommodate all of the requests from departments.

Bretl gave an overview of the 2015 Major Budget Initiatives. **Health and Human Services:** He said Linda Seemeyer, Director of Health and Human Services, will retire in early 2015. He stated he will be nominating Liz Aldred to replace Seemeyer, which will go through the committee process next week. He said this budget eliminates the deputy director position and this reorganization results in a savings of \$118,000.

**Criminal Justice:** Bretl stated this budget includes \$100,000 for the Drug Court, which started in July with seven participants. He said this budget also includes one additional correctional officer as the Sheriff’s Office is approximately 4,000 hours short of coverage. He stated the Board eliminated the Coroner position and created the appointed position of Medical Examiner. He said this budget proposes entering into an intergovernmental agreement with Waukesha County, which would include the following: appointment of Dr. Lynda Biedrzycki, who is the current Waukesha County Medical Examiner, as our County’s Medical Examiner; creation of a full-time Deputy Medical Examiner in the County’s Medical Examiner Office; and funding for additional on-call Deputy Medical Examiners. He said the District Attorney had requested the position of an Investigator; however, he was not able to include this in the budget.

**Parks:** Bretl said this budget includes the \$50,000 appropriation for park acquisition.

**Public Works:** Bretl said this budget includes one additional patrol position due to the responsibilities of Public Works continuing to expand and the addition of lane miles to their maintenance routes.

**Planning for the Future:** Bretl referred to Appendix B of his Preliminary Budget, which gives an overview of a SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis. He stated the Transportation Coordinating Committee was formed to review ways to provide more service. He also stated this budget includes an extra \$100,000 for transportation and moves the transportation fund from HHS to Administration. He gave an overview of the Community Initiatives. He stated requests continue to increase each year and he asked for the board to provide direction as to how they should proceed with these organizations.

Bretl turned the meeting over to Chair Russell. Chair Russell stated budget amendment forms were distributed to Supervisors.

**Adjournment**

On motion by Supervisor Kilkenny, seconded by Supervisor Weber, the meeting was adjourned at 5:57 p.m.

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the September 4, 2014 Committee of the Whole Meeting.

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

**SEPTEMBER 4, 2014  
WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 6:05 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, Charlene Staples, David A. Weber, Paul Yvarra, and Chair Nancy Russell. Rick Stacey was absent. A quorum was established.

Kimberly S. Bushey, Walworth County Clerk, delivered the invocation.

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

Supervisor Kilkenny offered a motion, seconded by Supervisor Schaefer, to move Item #1 under Land Conservation Committee to immediately before Comment Period by Members of the Public Concerning Items on the Agenda. On motion by Supervisor Weber, seconded by Supervisor Schaefer, the agenda as amended was approved by voice vote with no withdrawals.

**Approval of the Minutes**

On motion by Supervisor Brandl, seconded by Supervisor Weber, the July 8, 2014 County Board Meeting minutes were approved by voice vote.

On motion by Supervisor Schaefer, seconded by Supervisor Ingersoll, the July 28, 2014 Special County Board minutes were approved by voice vote.

**Land Conservation Committee**

1. Res. No. 26-09/14 – Supporting a Full Environmental Assessment of Enbridge Line 61 Expansion and Needed Public Input – *Vote Required: Majority* (Recommended by the Land Conservation Committee 5-0)

Supervisor Kilkenny offered a motion, seconded by Supervisor Staples, to refer Resolution No. 26-09/14 back to the Land Conservation Committee for the Monday, September 15, 2014 meeting. Supervisor Kilkenny stated they have received further information from Enbridge and the committee meeting would allow more public participation. Motion carried.

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

Ellen M. Holly, W5108 Wandawega Drive, Elkhorn, addressed the board requesting full environmental impact statements for all Enbridge expansion projects in Walworth County. She said there a number of concerns regarding the impact on the environment, water table, agriculture, and tourism as well as concern for first responders and the liability to the county.

Beth Rendall submitted a comment card regarding Enbridge pipeline opposition. Ms. Rendall wished to withhold her comments until another time.

Patricia Ross submitted a comment card regarding the need for full assessment of environmental impact of oil transport thru Walworth County. Ms. Ross wished to withhold her comments.

Lynn Shoemaker, 172 N. Esterly Avenue, Whitewater, addressed the board regarding the pipeline resolution. He stated this is a matter of safety and health.

Joe Mangelsdorf, 548 Park Avenue, Burlington, addressed the board regarding Enbridge Line 61 expansion. He stated he is with Plumbers and Steamfitters Local 118 and they represent Racine, Kenosha, and Walworth Counties. He said they want this work to come to the area. He stated the men and women working on these job sites are drug-tested and well-trained. He said they are also concerned about the environment.

Jane Roberts, N6893 Hunters Ridge Road, Delavan, submitted a comment card regarding her opposition to oil transport across Wisconsin. Ms. Roberts declined to address the board as others have already addressed her concerns.

Linda Loomer, 726 E. Cravath, Whitewater, addressed the board regarding tar sands pipeline. She expressed concern over the environmental impact on families and their homes.

Erik Stottrup, 302 Amber Drive, Whitewater, addressed the board regarding the pipeline. He expressed his concern over the necessity of the pipeline as he read there is a surplus of crude oil available to our industry.

Karen Coburn, 1 Coburn Lane, Whitewater, addressed the board regarding the pipeline resolution. She said the public has not had an opportunity to weigh in regarding this, and she expressed concern over the company's record with preventative measures and cleanup.

Becky Haase, 1408 Hammond Avenue, Superior. Ms. Haase stated she was present on behalf of Enbridge. She thanked the board for tabling the issue to obtain more information from Enbridge and the public. She invited the board to follow up with her as she would like to give a formal presentation. She gave an overview of Enbridge operations. She stated Enbridge's number one goal is safety.

Fesenmaier, 955 George Street, Lake Geneva, submitted a comment card regarding the pipeline 61 resolution. This individual was no longer present when called for public comment.

Dennis Count, Local 118, submitted a comment card. Mr. Count was no longer present when called for public comment.

James Hartwick, 178 N. Franklin St, Whitewater, addressed the board regarding the proposed expansion of pipeline 61. He expressed his concerns and the need for a full environmental impact study.

### **Appointments/Elections**

1. Delavan Aram Public Library Board
  - Nancy Sanders – Three-year term to begin upon confirmation and end on June 30, 2017  
(Recommended by the Executive Committee 5-0)

On motion by Supervisor Brandl, seconded by Supervisor Weber, the appointment of Nancy Sanders to the Delavan Aram Public Library Board was 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) Notice of Receiver's Motion, Order, and Final Order – B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc.; b) Summons and Complaint – Frank and Patricia Eames, Co-Trustees under the Frank or Patricia Eames Revocable Trust, William and Lorraine Norem, Polo Park, LLC, Glenn and Lisa Terry, Plaintiffs, vs. Ronald M. Carlson, Esq. Court Appointed Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, and Lake Mills Blacktop, Inc., Forseti Consulting, LLC, Southwind RAS, LLC, County of Walworth, and Walworth County Zoning Agency, Defendants; c) Claim for Vehicle Damage – Patti Fladten; d) Claim for Vehicle Damage – Randy Lathrop; e) Notice of Receiver's Motions to Approve the Sale of Certain Assets to Sugar Creek Sanctuary, LLC – B.R. Amon & Sons, Inc., et al. (To be referred to the Executive Committee)
3. Correspondence from Peg Reedy, Executive Secretary – Walworth County Farm Technology Days, regarding a possible special zoning district for temporary use for the 2016 Farm Technology Days (To be referred to the County Zoning Agency)
4. Formal complaint and request to review the conditional use permit for the wind turbine in use at Green Leaf located at 5072 Hwy 50, Delavan (To be referred to the County Zoning Agency)
5. Outagamie County Resolution No. 9-2014-15 regarding the State Legislature accepting federal funds for Badger Care (To be referred to the Executive Committee)
6. Wisconsin Department of Administration Preliminary Estimate of January 1, 2014 Population for Walworth County (To be referred to the Executive Committee)
7. Correspondence from SEWRPC regarding their Calendar Year 2015 Budget (To be referred to the Finance Committee)
8. Correspondence from Ed Yaeger expressing concern over the proposed parking structure in the City of Lake Geneva and requesting closure of TIF District #4 (To be referred to the Finance Committee)
9. Correspondence from SEWRPC regarding the Park and Open Space Plan for Walworth County (To be placed on file)
10. Correspondence from State of Wisconsin Division of Emergency Management regarding FFY 2013 Southeast Region 2013 First-Half County Plan of Work Reports (To be placed on file)
11. Correspondence from the Wisconsin Historical Society in regard to Wandawega Inn, N5453 Lake View Drive, Sugar Creek Township, being considered for nomination to the National Register of Historic Places and the Wisconsin State Register of Historic Places (To be placed on file)
12. Correspondence from Enbridge regarding pipelines in Walworth County (To be placed on file)
13. Correspondence from Enbridge Energy regarding the Line 61 Pipeline Upgrade Project (To be placed on file)
14. Correspondence from Wisconsin State Building Trades Crafts regarding pipeline safety (To be placed on file)
15. Correspondence from Local 118 Plumbers and Steamfitters in support of the Enbridge Energy Line 61 Pipeline Upgrade (To be placed on file)
16. Correspondence from Jane Myers regarding the upcoming circus being held at the Walworth County Fairgrounds and the mistreatment of animals (To be placed on file)
17. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
  - Juneau Co. Resolution No. 14-55 – Endorsement of Legislative Action Regarding Funding of 911 Services (was previously referred to the Executive Committee)

- Dodge Co. Resolution No. 14-25 – Supporting State Funding for County 911 Services/One Designated Public Service Answering Point Per County (was previously referred to the Executive Committee)
  - Oconto Co. Resolution No. 45-14 – In Support of State Funding for County Emergency Dispatch (“911”) Services/One Designated Public Safety Answering Point Per County (was previously referred to the Executive Committee)
  - Jackson Co. Resolution No. 47-8-2014 – Endorsement of Legislative Action Regarding Funding of 911 Services (was previously referred to the Executive Committee)
  - Waushara Co. Resolution No. 24-08-14 – Supporting State Funding for County 911 Services/One Designated Public Service Answering Point Per County (was previously referred to the Executive Committee)
  - Trempealeau Co. Resolution – Opposition to Proposed Lapse in State Funding to Circuit Court System (was previously referred to the Executive Committee)
  - Shawano Co. Resolution No. 41-14 – Opposition to Proposed Lapse in State Funding to Circuit Court System (was previously referred to the Executive Committee)
  - Milwaukee Co. Resolution No. 14-458 – Opposition to the proposed \$11.8 million budget reduction in funding to the Wisconsin Circuit Court System over the next two-year period (was previously referred to the Executive Committee)
  - Door Co. Resolution No. 2014-63 – Opposition to Proposed Lapse in State Funding to Circuit Court System (was previously referred to the Executive Committee)
  - Jackson Co. Resolution No. 48-8-2014 – Opposition to Proposed Lapse in State Funding to Circuit Court System (was previously referred to the Executive Committee)
18. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
- Resolution No. 27-09/14 – Accepting the Kikkoman Corporation Donation of an 11,000 Gallon Storage Tank for Public Works Operations – *Vote Required: Majority* (The Public Works and Finance Committees will consider this resolution and make a recommendation at a joint meeting to be held immediately preceding the September 4, 2014 County Board meeting.)
  - Correspondence from Governor Scott Walker acknowledging receipt of Walworth County resolution – To be placed on file
  - *Walworth County Aging & Disability Resource Center News*, September 2014 – To be placed on file
19. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)
- Joanne Beck and Mark Anders, East Troy Township, Rezone approx. .12 acres of C-4 Lowland Resource Conservation District (shoreland wetland) to R-1 Single Family Residential District (unsewered)
  - Christian League for the Handicapped, Inspiration Ministries c/o Richard Hall, Walworth Township, Rezone approx. 7.49 acres of A-1 Prime Agricultural and P-2 Institutional Park Districts to A-1, P-2 and C-2 Upland Resource Conservation Districts
  - Fort Community Credit Union c/o Jim Simdon (President), LaGrange Township, Rezone approx. 1.5 acres of C-2 Upland Resource Conservation District to A-5 Agricultural Rural Residential District

## **Unfinished Business**

## **New Business**

## **Reports of Standing Committees**

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

1. Ord. No. 879-09/14 – Amending Sections 74-26, 74-28, 74-44, 74-51, 74-56, 74-58, 74-59, 74-60, 74-61, 74-63, 74-66, 74-67, 74-129, 74-131, 74-151, 74-153, 74-171, 74-178, 74-183, 74-185, 74-186, 74-186.1, 74-188, 74-190, 74-193, 74-194, 74-261 and 74-263 of the Walworth County Code of Ordinances Relating Farmland Preservation – *Vote Required: Majority* (Recommended by the County Zoning Agency 5-0)  
Amendment to Section(s) 74-26, 74-28, 74-44, 74-51, 74-56, 74-58, 74-59, 74-60, 74-61, 74-63, 74-66, 74-67, 74-129 and 74-131 of the Zoning Ordinance and Section(s) 74-151, 74-153, 74-171, 74-178, 74-183, 74-185, 74-186, 74-186.1, 74-188, 74-190, 74-193, 74-194, 74-261 and 74-263 of the Shoreland Zoning Ordinance needed to obtain State of Wisconsin Department of Agriculture, Trade and Consumer Protection Certification for County farmers to be eligible for Farmland Preservation Program state income tax credits – Approved: 5-0 (August 21, 2014 County Zoning Agency Public Hearing)
2. Mark & Karen Korf, Section 11, Richmond Township. Rezone 10.57 acres of C-3 to C-2 – Approved: 5-0 (August 21, 2014 County Zoning Agency Public Hearing)

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

#### **Executive Committee**

1. Res. No. 23-09/14 – Opposing the Proposed Lapse in State Funding to the Circuit Court System – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
2. Res. No. 24-09/14 – Supporting State Funding for County 911 Services and One Designated Public Safety Answering Point Per County – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

On motion by Supervisor Weber, seconded by Supervisor Brandl, Item 1, **Resolution No. 23-09/14**; and Item 2, **Resolution No. 24-09/14**; were approved by voice vote.

#### **Human Resources Committee**

1. Ord. No. 877-09/14 – Amending Section 15-802 of the Walworth County Code of Ordinances Relating to Ethical Standards for Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
2. Ord. No. 878-09/14 – Amending Sections 15-533 and 15-536 of the Walworth County Code of Ordinances Relating to Premium Contributions and Changes in Employment Status – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)

Supervisor Kilkenny offered a motion, seconded by Supervisor Monroe, to approve Item 1, Ordinance No. 877-09/14. Supervisor Kilkenny referred to Item E on Page 1 of the ordinance and asked if “employees” includes Supervisors. Bretl stated it does not apply to elected officials who are covered by statutory provisions. He said this ordinance is a work in progress and they need to develop administrative procedures. Supervisor Ingersoll was excused at 6:47 p.m. Supervisor Staples offered a motion to refer Ordinance No. 877-09/14 back to the Human Resources Committee. This motion was seconded by Supervisor Kilkenny. Supervisor Kilkenny withdrew his second. The motion failed due to a lack of a second. **Ordinance No. 877-09/14** was approved by voice vote.

On motion by Supervisor Monroe, seconded by Supervisor Brandl, Item 2, **Ordinance No. 878-09/14** was approved by voice vote.

Supervisor Kilkenny was excused at 6:50 p.m.



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

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

**Nominee:** See attached list.

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

**Comment** See the attached list of nominees supplied by Emergency Management Director

John Ennis.

\_\_\_\_\_

\_\_\_\_\_

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

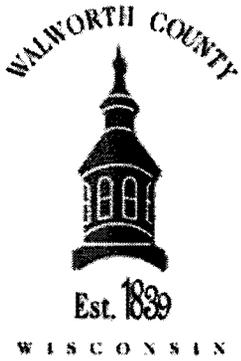
\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



## Emergency Management Memorandum

**To:** David Bretl  
**From:** Lt. John Ennis  
**Date:** September 08<sup>th</sup>, 2014  
**Re:** LEPC Appointment List for 2014 - 2015.

Attached is the current list with two vacancies. I will be working on the replacements.

John R. Ennis  
Emergency Management.  
[jennis@co.walworth.wi.us](mailto:jennis@co.walworth.wi.us)  
262-741-4616 (O)  
262-741-4645 (F)  
262-903-8241 (C)  
262-749-4766 (C)

**LOCAL EMERGENCY PLANNING COMMITTEE  
APPOINTMENT LIST 2014 - 2015**

**Walworth County  
1770 Cty Road NN  
PO Box 1004  
Elkhorn WI 53121**

(2) Name	(3) Representing	(b) Organization	(4) Mailing Address	(5) Telephone	(6) LEPC Position
	(a) Group				
ENNIS, John	II	Emergency Management.	PO Box 1004 Elkhorn WI 53121	(262) 741-4616	Coordinator of Information Emergency management Coordinator
KENNEDY, Kevin	II	EMS	N2950 Hwy 67 Lake Geneva WI 53147	(262) 245-2195	
KATZENBERG, Michael	II	DNR	2036 Deer Run, Delavan WI. 53115	262-945-3516	
VACANT	I				State Elected Official
VACANT	II	Law Enforcement			Law Enforcement
FLADTEN, David	II	EMS	N5602 Cobblestone Road Elkhorn WI 53121	(262) 741-2083	
OBLIGATO, Jim	IV	A.R.C.	4521 Taylor Avenue Racine WI 53405	(262) 749-4675	
WALSH, Elizabeth	II	Public Health	PO Box 1005 Elkhorn WI 53121	(262) 741-3136	
THOMPSON, David	II	DHHS	PO Box 1005 Elkhorn WI 53121	(262) 741-3232	
KUHNKE, Richard	II	Agriculture	W8175 Town Line Road Delavan WI 53115	(262) 728-9131	Vice-Chairperson
GRAVES, David	II	Elected	P.O. Box 1004 Elkhorn WI 53121	(262) 741-4410	

Revised 03/31/2014

**LOCAL EMERGENCY PLANNING COMMITTEE  
APPOINTMENT LIST 2014 - 2015**

**Walworth County  
1770 Hwy NN  
PO Box 1004  
Elkhorn WI 53121**

(2) Name	(3) Representing	(b) Organization	(4) Mailing Address	(5) Telephone	(6) LEPC Position
	(a) Group				
RUSSELL, Nancy	I	County Board	P.O. Box 1001 Elkhorn WI 53121	(262) 741-4223	Chairperson
RUOSCH, Mark	II	Fire Chiefs	P.O. Box 524 Sharon WI. 53585	262-736-9525	
BRUNNER, Kevin	II	County Highway	PO Box 1004 Elkhorn WI 53121	(262) 547-5206	Secretary
PLUTCHAK, Daniel	III	Media	626 N. Garefield Street Janesville WI. 53545	608-289-9639	
NICKELS, Daniel	V	Industry	331 David Street Darien WI. 53114	262-607-0010 H 262-728-7438 W	
HUDSON, Eric	V	Industry	W8880 County Road X Darien WI 53114	(262) 724-3266	
BRETL, David	II	County Administrator	PO Box 1001 Elkhorn WI 53121	(262) 741-4150	

Revised 09/08/2014

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

**Committee:** Southeastern Wisconsin Regional Planning Commission (SEWRPC)

**Nominee:** Charles Colman

**Address:** W4461 North Lake Shore Drive

Williams Bay, WI 53191

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

**Authority:** Section 59.18, Wisconsin Statutes

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

**When did/does the incumbent's current term expire?** September 14, 2014

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

**Comment** This position is an appointment made by the Governor from a short list that we provide. Background information on Mr. Colman is attached.

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

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

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

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

# Charles L. Colman – Short Bio

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This provides a brief synopsis of interests and activities for the purpose of providing background to the SEWRPAC board selection process.

1. Charity and Volunteer Interests
  - a. Current Board Member and past Chairman of the Board of Rockford College.
  - b. Board Member and past Chairman of the Lake Geneva Conservancy
  - c. Walworth County Workforce Board Chair.
2. Family History
  - a. Live full time on Geneva Lake near Williams Bay, WI and enjoy wooden boats.
  - b. Have 30 acres of woods that I am restoring.
  - c. Grew up in Rockford, Illinois but have summered in Wisconsin for life.
  - d. Married: Dianna Colman. Daughter: Susan Colman
  - e. Past "Family Board Member" of Barber Colman Company.
3. Business History
  - a. 15 years at S.C Johnson (Johnson Wax) in consumer marketing. Worked on all major brands including Raid, Pledge Glade, Edge, Shout etc.
  - b. Commercial Director for Ceras Johnson Ltd. in Brazil for 3 years.
  - c. Left SCJ in 1973 due to politics and purchased a business called Lake Geneva Spindustries. We have quadrupled the size of the business in 16 years. It now operates under "San Jamar – Chef Revival" (trade name) or "The Colman Group, Inc." ( holding company name). We are a designer and marketer of Washroom and Food Service dispensers, Food Safety Tools, and Chef Apparel. We outsource all our manufacturing and employ 130 professionals worldwide.
  - d. I sit on the boards of Runzheimer International in Burlington and United Alloy in Janesville.
  - e. I am a member of WPO.
4. Education
  - a. 1972: The Choate School, Wallingford Ct.
  - b. 1976: BS in Economics from Stanford University
  - c. 1978: MBA in Marketing and Finance from Kellogg Graduate School of Management, Northwestern University.
5. Contact and Personal Information:
  - a. DOB: March 16, 1953
  - b. Home Address: W4461 North Lake Shore Drive  
Williams Bay, WI 23191
  - c. Work Address: The Colman Group, Inc.  
555 Koopman Lane  
Elkhorn, WI 53121
  - d. H: 262-245-9315
  - e. O: 262-723-8481 X5203
  - f. [ccolman@thecolmangroup.com](mailto:ccolman@thecolmangroup.com)
  - g. Web Sites: [www.sanjamar.com](http://www.sanjamar.com) and [www.chefrevival.com](http://www.chefrevival.com)

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

**Committee:** Walworth County Workforce Development Board (WDB)

**Nominee:** Derek D'Auria

**Address:** 860 Sauganash Drive

Fontana, WI 53125

And confirmation of current WDB members (see attached list)

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

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Mike Van Den Bosch

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

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

**Comment** The WDB has had a position for the WCEDA Director for many years. Appointment of Mr. D'Auria will fill the position previously held by Mike Van Den Bosch.

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

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

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

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



# DEREK J. D'AURIA

860 SAUGANASH DRIVE FONTANA, WI 53125

derek.j.dauria@gmail.com

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## Qualification

### Highlights

High-level customer service skills • Proven success record in fundraising and sales • Budget Management • Staff supervision and motivation • Marketing plan management • Event management Business development • Teaching experience • Community relations • Proficiency in Spanish

### Highlights of Experience

**Aurora University, George Williams College, Williams Bay, WI**  
(Private university, liberal arts, 4,000 students, two campuses, \$40 mil revenues)

#### *Director of Development*

*2006-present*

- Responsible for all fundraising initiatives for George Williams campus
- Annual Fund has seen 60% growth over past 6 years (currently \$700k)
- Assisted in management of two capital campaigns (\$1.75 mil and \$1 mil)
- Built annual corporate support in excess of \$100k
- Manage portfolio of 300 constituents, using Raiser's Edge software
- Develop annual strategic plan and promotional materials
- Coordinate successful donor events
- Oversee budget (\$800k), ticket sales, and marketing for summer music festival

#### *Director of Business Development /Adjunct Faculty*

*2004-2006*

- Managed logistics of summer music festival (Music by the Lake)
- Developed Character and Leadership Education through Golf program
- Developed advertising program booklet worth \$15,000 annually
- Established strong relationships with key community organizations
- Developed corporate sponsorship program for Music by the Lake
- Managed volunteer network of 75 persons annually
- Taught evening undergraduate marketing course, 2005 and 2006

#### *Director of Conference Sales and Marketing*

*1999-2004*

- Increased sales 10-20% annually
- Developed annual strategic marketing plan
- Benchmarked competition
- Classified and developed segments
- Established relationships with area attractions
- Created marketing materials and enhanced web presence

#### **D'Auria Designs & Co, Fontana, WI**

(Proprietor of home accent products, annual sales under \$500k)

#### *Owner*

*1997-1999*

- Oversaw wholesale accounts, daily operations, and retail store
- Designed commercial and residential applications
- Exhibited at regional shows

# DEREK J. D'AURIA

860 SAUGANASH DRIVE FONTANA, WI 53125

derek.j.dauria@gmail.com

Pg. 2

## Highlights of Experience

### **Mayfair Industries, Inc., Genoa, IL**

(Manufacturer, retailer, and distributor of stained-glass products, annual sales of \$4 mil, plant in Tijuana, Mexico)

#### *V.P. Marketing and Operations/Principal*

1995-1997

- Managed major accounts (Builders Square, Home Depot, Hechinger, Ernst Home and Nursery, JCPenney, Mobil, KMART)
- Developed numerous new product lines and categories
- Managed licensed products (NFL, NBA, and Collegiate)
- Supervised Operations Manager
- Coordinated national trade shows

#### *Marketing and Operations Manager/Principal*

1990-1995

- Developed promotional materials
- Set up new retail locations, including computer systems
- Supervised 13 national store managers
- Hired and trained managers and staff at new stores
- Managed 35 staff members at corporate headquarters
- Managed customs in and out shipments
- Supervised manufacturing GM

#### *Manufacturing Supervisor*

1989-1990

- Assisted GM at main plant in Tijuana, Mexico (100 employees, 10 subcontractors)
- Improved and managed communications between Tijuana and corporate headquarters
- Improved quality and consistency of finished products through training program
- Coordinated logistics for raw materials and finished products

## Core Values And Strengths

Leadership • Integrity • Strategic Relationships • Mutual Solutions • Innovation  
Problem-Solving • Collaboration • Strategic-Planning • Accountability • Budgeting

## Education

Master of Business Administration

*Aurora University, Aurora, IL*

2003

Bachelor of English Literature

*Penn State University, University Park, PA*

1989

Illinois Real Estate Broker License

1989-present

Advancement Resources, Inc. Development Training

2010

## Organization Affiliations

Board member, Walworth County Visitors' Bureau

2002-2011

Board president, Walworth County Visitors' Bureau

2003-2007

Plan commissioner, Village of Fontana

2007-2012

CSI Community Betterment Award

2003

NOTICE OF SUPPLY

Date: 09/05/14

WALWORTH COUNTY CLERK (Owner)  
P O BOX 1001  
ELKHORN WI 53121

STRAIGHT EDGE CONCRETE LLC (Contractor)  
1119 MACLEAN ROAD  
ELKHORN WI 53121

ROCK ROAD COMPANIES INC (Other)  
P O BOX 1818  
JANESVILLE 53547

RECEIVED  
WALWORTH COUNTY CLERK  
2014 SEP - 8 AM 10: 06

You are hereby notified that the undersigned first furnished labor/materials on 07/15/14 at the project known as:

VARIOUS COUNTY ROAD PROJECTS 2014

City of WALWORTH County of WALWORTH Wisconsin.

The labor/materials were furnished at the request of the contractor listed above. This notice is provided pursuant to Wisconsin Statute 779.

SUPER MIX OF WISCONSIN INC  
W4972 HWY A  
ELKHORN WI 53121



by \_\_\_\_\_

RECEIVED  
WALWORTH COUNTY CLERK

2014 SEP 29 AM 11: 50

To: Walworth County Clerk

Fax: 262-741-4287

RE: Property Damage Claim

Sender: Jeremy Behrens

Telephone: 262-206-0732

Email: [captjbehrens@yahoo.com](mailto:captjbehrens@yahoo.com)

Message:

Please confirm receipt of this fax and advise of the next steps.

RECEIVED  
WALWORTH COUNTY CLERK

2014 SEP 29 AM 11:50

September 26, 2014

Walworth County Clerk:

Per our conversation on 09/24/2014 at 1:15 p.m. and in accordance with statute 893.80, this is my written notice of the circumstances and itemization of the damages that I have incurred.

At approximately 12:35 p.m. on 9/24/2014 I was traveling Southeast on Hwy H in the Town of Bloomfield in the area of White Pigeon Rd. As I passed by the tractor that was mowing the side of the roadway, my passenger side rear window was shattered by a rock. I pulled over immediately and informed the operator of the tractor. He identified himself as an employee of Walworth County and gave me the phone number to the highway department. He said that I needed to call in to report the claim. I did so immediately upon leaving the scene. I was then informed that I needed to contact the County Clerk via mail. Because of the immediate need for repair, I chose to contact your office via telephone.

When I pulled into my destination I took a picture of the damage to the window and noticed that the side of my car had been sprayed by debris as well; resulting in numerous chips in the paint. Below is an itemization of the damages. In addition, upon having the glass replaced, I was informed that the broken glass had entered the window motor causing damage to the motor and cable. I have included documentation of this.

Replacement of door glass - \$275.00

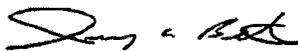
Repair/repaint affected area of passenger side of the vehicle - \$1254.51

Replace window motor and cable - \$424.59

Total: \$1954.10

Please contact me at the telephone number listed below if you should require any additional information in order to come to a prompt resolution of this matter.

Sincerely,



Jeremy A. Behrens  
(262) 206-0732  
P.O. Box 81  
Pell Lake, WI 53157



Replace, Repair...We're There.

Brookfield-Milwaukee WI (#010) REG.NO  
MAIN: 1-800-900-1505

**INVOICE**

3725 N 126th Street  
Brookfield, WI 53005  
PH: (262) 832-1160

Invoice #: 0100002680  
Invoice Date: 09/26/2014

**PLEASE REMIT TO:**

**WINDSHIELD CENTERS  
PO BOX 2310  
WOBURN, MA 01888-0510**

REMIT ONLY TO  
ADDRESS ON RIGHT  
TAX ID # 46-1686133

CASH/CHECK/CHARGE CUSTOMER

PAYMENT DUE UPON RECEIPT OF INVOICE  
PLEASE REFERENCE INVOICE# ON PAYMENT

399999

VEHICLE		VIN		PLATE	DATE OF LOSS	
2010 ACURA TSX / 4 DOOR SEDAN						
POLICY#	CLAIM#	POS	UNIT	APPROVED	CAUSE	
ITEM#	QTY	DESCRIPTION	LIST	NET	LABOR	TOTAL
72710-TL0-013	1	Regulator	318.98	318.98	0.00	318.98
85LB	1	LABOR	0.00	0.00	85.00	85.00

**COMMENTS / SPECIAL INSTRUCTIONS**  
THE REGULATOR WILL BE HERE IN 4-5 DAYS PER THE DEALER. I WILL CALL YOU AS SOON AS IT ARRIVES. FEEL FREE TO CALL IF YOU NEED ANYTHING ELSE! HAVE A GREAT WEEKEND!

**INSURED / OWNER**  
JEREMY BEHRENS  
PO BOX 81  
PELL LAKE, WI 53157  
H: (262) 249-5802  
W: () -

<b>SUB TOTAL</b>	403.98
<b>DEDUCT</b>	0.00
<b>TAX</b>	20.61
<b>TOTAL</b>	424.59

WO#: 0100003273      AGENT: ROBERT RICE (103769)

**AUTHORIZATION, PROOF OF LOSS AND ASSIGNMENT OF PROCEEDS**

I have authorized Windshield Centers, LLC to notify my my Insurance Company or Agent to report the loss (or I have myself reported the loss) for the glass breakage that occurred to my vehicle as described on this statement as proof of loss and further authorize them to set up a claim for such loss. I authorize Windshield Centers, LLC to repair my vehicle and to bill my insurance Company and receive the proceeds of the claim settlement directly. I assign my rights under this policy and assign to Windshield Centers, LLC the proceeds due for the damage incurred as noted. Windshield Centers, LLC shall have all the rights due to the insured under my policy and to collect settlement and charges. In the event that I do not have coverage for this loss, I agree to make payment in full to Windshield Centers, LLC directly.

**COMPLETED WORK CLAIM FORM & REPAIR CERTIFICATION**

This document represents a completed work claim form and a certification that the repair work has been completed. I verify that I have received the service and parts listed on this invoice. Claim is hereby made for loss and damage covered by said policy.

INSURED OR DULY AUTHORIZED REPRESENTATIVE

DATE



Replace, Repair...We're There.

Brookfield-Milwaukee WI (#010) REG.NO  
MAIN: 1-800-900-1505

# INVOICE

3725 N 126th Street  
Brookfield, WI 53005  
PH: (262) 832-1160

Invoice #: 0100002646

Invoice Date: 09/24/2014

PLEASE REMIT TO:

**WINDSHIELD CENTERS**  
PO BOX 2310  
WOBURN, MA 01888-0510

REMIT ONLY TO  
ADDRESS ON RIGHT  
TAX ID # 46-1686133

CASH/CHECK/CHARGE CUSTOMER

PAYMENT DUE UPON RECEIPT OF INVOICE  
PLEASE REFERENCE INVOICE# ON PAYMENT

399999

VEHICLE		VIN		PLATE	DATE OF LOSS
2010 ACURA TSX / 4 DOOR SEDAN					
POLICY #	CLAIM #	PO#	UNIT	APPROVED	CAUSE

ITEM #	QTY	DESCRIPTION	LIST	NET	LABOR	TOTAL
FD23998GTY	1	Door (Solar Controlled) (REAR RIG	244.30	190.68	69.98	260.66

*paid check #1007*

**COMMENTS / SPECIAL INSTRUCTIONS**

12-4. JOBSITE: US BANK. PLEASE CALL WHEN ON THE WAY. COLLECT WHEN COMPLETE.

**INSURED / OWNER**

JEREMY BEHRENS  
PO BOX 81  
PELL LAKE, WI 53157  
H: (262) 249-5802  
W: () -

5.50%

SUB TOTAL	260.66
DEDUCT	0.00
TAX	14.34
<b>TOTAL</b>	<b>275.00</b>

WO#: 0100003239

AGENT: ROBERT RICE (103769)

**AUTHORIZATION, PROOF OF LOSS AND ASSIGNMENT OF PROCEEDS**

I have authorized Windshield Centers, LLC to notify my Insurance Company or Agent to report the loss (or I have myself reported the loss) for the glass breakage that occurred to my vehicle as described on this statement as proof of loss and further authorize them to set up a claim for such loss. I authorize Windshield Centers, LLC to repair my vehicle and to bill my Insurance Company and receive the proceeds of the claim settlement directly. I assign my rights under this policy and assign to Windshield Centers, LLC the proceeds due for the damage incurred as noted. Windshield Centers, LLC shall have all the rights due to the insured under my policy and to collect settlement and charges. In the event that I do not have coverage for this loss, I agree to make payment in full to Windshield Centers, LLC directly.

**COMPLETED WORK CLAIM FORM & REPAIR CERTIFICATION**

This document represents a completed work claim form and a certification that the repair work has been completed. I verify that I have received the service and parts listed on this invoice. Claim is hereby made for loss and damage covered by said policy.

INSURED OR DULY AUTHORIZED REPRESENTATIVE

DATE

To whom it concerns,

On Friday September 26, 2014, my company Wisconsin Windshield Centers installed a right rear door glass on a 2010 Acura TSX 4dr belonging to **Jeremy Behrens**. During the installation it was discovered that the broken glass had entered the inner gear housing of the window regulator. This intrusion of glass into the mechanism has caused severe damage to the cable system and motor. This damage is resulting in the inoperability of the door glass. The door glass will not be able to be operated until the window regulator is replaced.

Thank you.

**Dale Barbeau**

**Manager**

**Wisconsin Windshield Center**

**Brookfield, WI 53005**

**262-832-1160**

GENEVA AUTO BODY INC.  
 1152 ELKHORN ROAD  
 LAKE GENEVA, WI 53147  
 OFFICE: 262/248-6880 FAX: 262/249-0300  
 FED# 391568174

**\*\*\* PRELIMINARY ESTIMATE \*\*\***

09/25/2014 09:56 AM

**Owner**

**Owner:** JEREMY BEHRENS  
**Address:** 1461 CEDAR RD  
**City State Zip:** Pell Lake, WI 53157  
**Email:** CAPTJB  
**Work/Day:** (262)206-0732  
**FAX:**

**Inspection**

**Inspection Date:** 09/25/2014 10:02 AM  
**Primary Impact:** Right Rear Side  
**Inspection Type:**  
**Secondary Impact:**  
**Appraiser Name:** DON PALKA  
**Appraiser License # :**

**Repairer**

**Repairer:** GENEVA AUTO BODY INC.  
**Address:** 1152 Elkhorn Rd.  
**City State Zip:** Lake Geneva, WI 53147  
**Email:** gab@genevaonline.com  
**Contact:**  
**Work/Day:** (262)248-6880  
**FAX:** (262)249-0300  
**FAX:**

**Remarks**

SHOP HAS PICTURES

**Vehicle**

2010 Acura TSX 3.5 4 DR Sedan  
 6cyl Gasoline 3.5  
 5 Speed Automatic

**Lic.Plate:** XTRK8R  
**Lic Expire:**  
**Veh Insp# :**  
**Condition:** Good  
**Ext. Color:** POLISHED MET MET  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** NH737M  
**Lic State:** WI  
**VIN:** JH4CU4F41AC001790  
**Mileage Type:** Actual  
**Code:** 82113B  
**Int. Color:**  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:**

**Options**

AM/FM In-dash CD Changer	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Amplifier	Anti-Lock Brakes
Automatic Dimming Mirror	Center Console	Chrome Grille
Cruise Control	Daytime Running Lights	Driver Seat Memory
Dual Airbags	Dual Power Seats	Dual Zone Auto A/C
Floor Mats	Fog Lights	Garage Door Opener
Head Airbags	Heated Front Seats	Heated Power Mirrors

2010 Acura TSX 3.5 4 DR Sedan  
Claim #:

09/25/2014 09:56 AM

High Intensity Headlamps	Illuminated Visor Mirror	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	MP3 Player	Overhead Console
Power Brakes	Power Door Locks	Power Moonroof
Power Steering	Power Windows	Rear Window Defroster
Rem Trunk-L/Gate Release	Side Airbags	Split Folding Rear Seat
Sport Seats	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Telescopic Steering Whl	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	XM Satellite Radio

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Doors</b>										
1	I	210		Pnl,Front Door Outer RT	Repair				1.0*	SM
2	L	210	13	Pnl,Front Door Outer RT	Refinish				3.5	RF
					2.4 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	RI	242		Midg,Front Door Belt RT	R & I Assembly				0.3	SM
4	RI	230		Mirror,Outer R/C RT	R & I Assembly				0.3	SM
5	RI	228		Handle,Front Door Otr RT	R & I Assembly				1.0	SM
<b>Rear Doors</b>										
6	I	288		Door Shell,Rear RT	Repair				1.0*	SM
7	L	288		Door Shell,Rear RT	Refinish				2.3	RF
					1.9 Surface					
					0.4 Two-stage					
8	RI	334		Midg,Rear Door Belt RT	R & I Assembly				0.3	SM
9	RI	306		Handle,RR Door Outer RT	R & I Assembly				0.9	SM
<b>Quarter And Rocker Panel</b>										
10	I	378		Pnl Assembly,Quarter RT	Repair				1.0*	SM
11	L	378		Pnl Assembly,Quarter RT	Refinish				2.5	RF
					2.1 Surface					
					0.4 Two-stage					
<b>Rear Body, Lamps And Floor Pan</b>										
12	RI	534		Taillamp Assembly,Otr RT	R & I Assembly				1.3	SM
<b>Manual Entries</b>										
13	SB			HAZARD. WSTE. REM.	Sublet Repair	\$5.00*				SM
14	N			COVER CAR EXTERIOR	Additional Labor	\$5.00*				RF
15	E			SCOTCHCALE	Replace OEM	\$15.00*			0.2*	SM*
15	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$15.00	
Other Parts	\$5.00	
Paint Materials	\$290.50	
Parts & Material Total		\$310.50
Tax on Parts & Material	@ 5.500%	\$17.08

2010 Acura TSX 3.5 4 DR Sedan  
Claim #:

09/25/2014 09:56 AM

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	4.3	3.0	7.3	\$408.80
Mech/Elec (ME)	\$80.00				
Frame (FR)	\$60.00				
Refinish (RF)	\$56.00	8.3		8.3	\$464.80
Paint Materials	\$35.00				
<b>Labor Total</b>				15.6 Hours	\$873.60
<b>Tax on Labor</b>		@ 5.500%			\$48.05
<b>Sublet Repairs</b>					\$5.00
<b>Tax on Sublet</b>		@ 5.500%			\$0.28
<b>Gross Total</b>					\$1,254.51
<b>Net Total</b>					\$1,254.51

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53147 Audatex Host

Audatex Estimating 7.0.334 ES 09/25/2014 10:10 AM REL 7.0.334 DT 09/01/2014 DB 09/15/2014  
Copyright (C) 2013 Audatex North America, Inc.

1.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

**Op Codes**

- \* = User-Entered Value
- EC = Replace Economy
- ET = Partial Replace Labor
- TE = Partial Replace Price
- L = Refinish
- TT = Two-Tone
- BR = Blend Refinish
- CG = Chipguard
- AA = Appearance Allowance
- E = Replace OEM
- OE = Replace PXN OE Srpls
- EP = Replace PXN
- PM = Replace PXN Reman/Rebit
- PC = Replace PXN Reconditioned
- SB = Sublet Repair
- I = Repair
- RI = R & I Assembly
- RP = Related Prior Damage
- NG = Replace NAGS
- UE = Replace OE Surplus
- EU = Replace Recycled
- UM = Replace Reman/Rebuilt
- UC = Replace Reconditioned
- N = Additional Labor
- IT = Partial Repair
- P = Check



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Audatex Estimating is a trademark of Audatex North America, Inc.

STATE OF WISCONSIN:

CIRCUIT COURT:

WALWORTH COUNTY:

---

In re:

B. R. AMON & SONS, Inc.,  
Assignor.

Case No. 13-CV-363  
Case Code: 30304

---

In re:

AMON & SONS, INC.,  
Assignor.

**FILED**  
**SEP 19 2014**  
WALWORTH COUNTY  
CLERK OF CIRCUIT COURT  
DUSTIN VEPLY

Case No. 13-CV-365  
Case Code: 30404

---

In re:

AMON LAND COMPANY, LLC,  
Assignor.

Case No. 13-CV-364  
Case Code: 30304

---

In re:

LAKE MILLS BLACKTOP, INC.,  
Assignor.

Case No. 13-CV-366  
Case Code: 30304

---

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

---

2014 OCT - 1 AM 10:19

RECEIVED  
WALWORTH COUNTY CLERK

TO: Attorneys Representing Parties and Creditors  
Filing Proof of Claims  
(See Attached Service List)

Ronald M. Carlson, Esq., Forseti Consulting,  
LLC, and Southwind RAS, LLC  
c/o John L. Maier, Jr.,  
Robert T. Van Scoyoc  
Sweet & Maier, S.C.  
114 N. Church Street  
P.O. Box 318  
Elkhorn, WI 53121

County of Walworth and  
Walworth County Zoning Agency  
c/o Michelle M. Zaccard  
Assistant Corporation Counsel  
Walworth County Judicial Center  
1800 County Road NN  
Elkhorn, WI 53121

PLEASE TAKE NOTICE that on the 27<sup>th</sup> day of October, 2014, at 9:30 A.m., or as soon thereafter as counsel may be heard, Plaintiffs-Intervenors<sup>1</sup> ("Plaintiffs"), by their attorneys, Godfrey, Leibsle, Blackburn & Howarth, S.C., will appear before the Honorable Phillip A. Koss, Walworth County Circuit Court Judge, or whomever may then be sitting in his place, at the Walworth County Judicial Center, 1800 County Road NN, Elkhorn, Wisconsin, 53121, and will move the Court for leave to sue the receiver on claims stated in the complaint and supplemental complaint filed in Walworth County Circuit Court Case No. 14-CV-582, or in the alternative, for leave to intervene in the receivership action to assert those claims, pursuant to Wis. Stat. 803.09(1).

This motion is supported by Plaintiffs' brief, filed herewith; by Plaintiffs' complaint and supplemental complaint filed in Walworth County Circuit Court Case No. 14-CV-582, copies of which are attached hereto as Exhibits A and B, respectively; and by the Court's Order on September 9, 2014 Hearing, Case No. 14-CV- 582 (entry pending), attached hereto as Exhibit C.

---

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

**WHEREFORE**, Plaintiffs respectfully request that the Court enter an order granting Plaintiffs leave to sue the receiver in Walworth County Circuit Court Case No. 14-CV-582, or in the alternative, for an order granting Plaintiffs leave to intervene in the receivership action to assert the claims contained in their complaint and supplemental complaint.

Dated this 19<sup>th</sup> day of September, 2014.

GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.  
Attorneys for Plaintiffs-Intervenors

By:   
\_\_\_\_\_  
Lisle W. Blackburn (1003897)

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

T:\E\AMES\Frank\Potter Pit Litigation\off copy\Receivership Action (13CV363)\sue receiver-motion-9.wpd



## Freedom From Workplace Bullies Week

Monica Walker

to:

advocatemw4hwb

08/30/2014 12:11 PM

Please respond to advocatemw4hwb

Show Details

## 2 Attachments



2014 Proclamation.doc WBI-FW-2014-Flyer1.pdf

REQUEST ITEM TO BE PLACED ON THE AGENDA OF THE NEXT BOARD OF SUPERVISORS MEETING

Good Day,

This email is a request to put a very important issue on the upcoming agenda of your next County Board of Supervisors meeting. If you are not the best person to contact about this, please forward this email to the correct person. Thank you.

We are all becoming increasingly aware of the wide-spread problem of bullying in our schools. While this epidemic is deserving of the nation's immediate attention, another phenomenon is concurrently sweeping this nation with severe social and economic consequences: Bullying in the Workplace.

The Wisconsin Healthy Workplace Advocates is a coalition of citizens dedicated to ensuring civility and professionalism within the workplace. Our group has members statewide who are working to increase awareness of this growing problem that affects both the public and private sectors.

We request that the attached proclamation, declaring October 19 - 25, 2014 as "Freedom from Workplace Bullies Week", be placed on your upcoming County Board of Supervisors agenda for adoption. Last year many Wisconsin cities and counties participated with signed Proclamations.

Following adoption, we would appreciate receipt of a signed copy of the Proclamation. It can be emailed to advocatemw4hwb@charter.net or mailed to Monica Walker, 401 Cramer Street, Mazomanie, WI 53560.

The Proclamation will be mentioned on our facebook page, Wisconsin Healthy Workplace Advocates, and will be placed on Drs. Gary & Ruth Namie's, authors of The Bully at Work and The Bully Free Workplace, nationwide website at [www.workplacebullying.org](http://www.workplacebullying.org) with Proclamations from other states.

More information about the problem of Workplace Bullying can be found by visiting: <http://workplacebullying.org> and <http://healthyworkplacebill.org/>. To see events planned across the nation, go to <http://www.workplacebullying.org/freedom-week/>

We count on you and your county to join our efforts to raise awareness about workplace bullying. We have also attached a flier to share and be posted in your office.

With Sincere Thanks,

Monica Walker  
State Volunteer Coordinator  
Wisconsin Healthy Workplace Advocates  
(608) 795-2813

A Proclamation

*Whereas*, the County/City of \*\*\*\*\*has an interest in promoting the social and economic well-being of its citizens, employees and employers; and

*Whereas*, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free work environments; and

*Whereas*, research has documented and stress-related health consequences for individuals caused by exposure to abusive work environments; and

*Whereas*, abusive work environments are costly for employers, with consequences including reduced productivity, absenteeism, turnover, and injuries; and

*Whereas*, protection from abusive work environments should apply to every worker, and not be limited to legally protected class status based only on race, color, gender, national origin, age, or disability;

NOW, THEREFORE, I/WE (name/s) of the City/County of \*\*\*\*\* , do hereby proclaim October 19-25, 2014 as

**FREEDOM FROM WORKPLACE BULLIES WEEK**

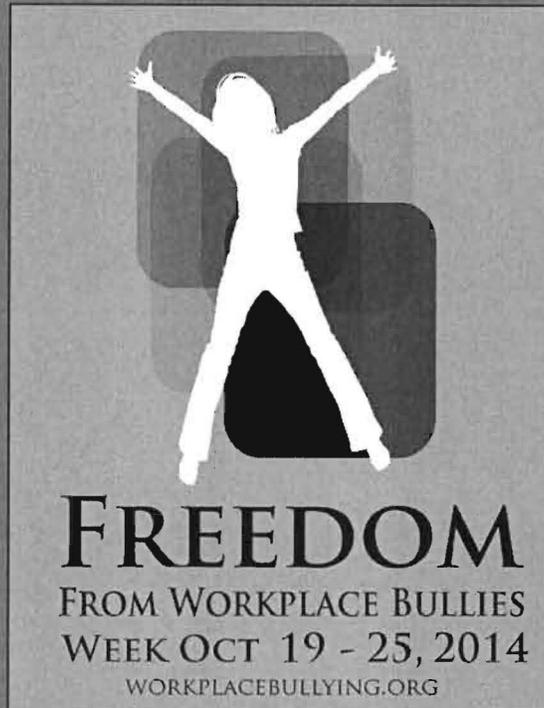
and commends the Wisconsin Healthy Workplace Advocates and the Workplace Bullying Institute, which raise awareness of the impact of, and solutions for, workplace bullying in the U.S.; and encourages all citizens to recognize this special observance.

**SEAL AND SIGNATURE(S)**

---

# A Week for Support, Inspiration, Peace & Health

Freedom from Bullies Week is a chance to break through the shame and silence that shrouds it. No one asks to be targeted. The unwanted assaults harm both physical and psychological health. Families suffer, too.



Bullying at work is most like the phenomenon of domestic violence. It is abuse where the abuser is on the payroll. Coworkers and managers notoriously ignore or support it. Employers sustain it because it is not yet illegal in America.

Here are some daring & bold ways to celebrate personal freedom.

## Bullied Targets

- Get a health check up
- Reclaim your dignity, remember you
- Tell coworkers what the bully did
- Spend time surrounded by loved ones

## Spouses, Partners

- Give unconditional support
- Be empathic, see & feel the experience
- Make home time a distraction
- Reinforce the target's identity

## Mental Health Professionals

- Believe bullied target-clients
- Do not blame client as provocateur
- Recognize power of work environments
- Treat the trauma

## School Administrators

- Abusive adults teach abuse to students
- Implement adult anti-bullying program
- Save money. Prevent lawsuits.

## Co-workers

- Offer support, don't wait to be asked
- Share your experience with bullying
- Do not side with the bully
- Remain a friend to the target

## Unions

- Support abused, bullied members
- Stand against all workplace bullying
- Train members to lead an initiative
- If leaders like bullying, vote them out

## Employers

- You can end bullying now. Do it.
- Save money, let go of abusive managers.
- Make employee health a priority
- Recruit with abuse-free workplace

## State Lawmakers

- Learn facts about workplace bullying
- Listen to, and represent, people
- Detect lies of business lobbyists
- Sponsor the Healthy Workplace Bill



Proclamations  
Monica Walker  
to:  
Monica Walker  
09/14/2014 06:13 PM  
Please respond to advocatemw4hwb  
Show Details

History: This message has been forwarded.

Good Morning

First and foremost, Wisconsin Healthy Workplace Advocates recognize that regardless of political persuasion, City and County Clerks will have additional and time-consuming tasks now that the Voter ID Bill will be in force. We wish you well during the process and deeply respect and appreciate your efforts.

Proclamations supporting Freedom From Workplace Bullies Week are already starting to come our way. We are grateful to the Mayors, Clerks and other County/City Officials that have voted to adopt the proclamation. We have received signed proclamations from the Wisconsin Cities of Bayfield, Rhinelander, Eagle River, Brodhead, Onalaska, and Cudahy. Eau Claire and Platteville have expressed interest in pursuing the proclamation at upcoming meetings. You may find copies of these proclamations and a special "Thank You" on the face book page of the Wisconsin Healthy Workplace Advocates. We will continue to list the Cities and Counties participating. Copies of the proclamations are also being forwarded to the National Workplace Bullying Institute. At a later date they will post proclamations from Counties and Cities throughout the States on their website.

As much as we welcome the proclamations and interest in our campaign, it is equally important that we get the message concerning workplace bullying out into the open. Please encourage fellow citizens to visit <http://workplacebullying.org> to find additional information. To "like" us on face book would also be appreciated. If I can be of any assistance going forward, please don't hesitate to contact me personally.

With sincere thanks,

Monica Walker  
State Volunteer Coordinator  
Wisconsin Healthy Workplace Advocates  
401 Cramer Street  
Mazomanie, WI 53560  
608 795 2813

# Sweet & Maier, S.C.

Attorneys at Law

RECEIVED  
WALWORTH COUNTY CLERK

Lowell E. Sweet  
*Retired*

2014 SEP 30 PM 1:22  
John L. Maier, Jr.\*  
Robert T. VanSoyoc\*  
\*Licensed in WI & IL

September 29 , 2014

Ms. Nancy Russell, Chairperson  
Walworth County Board  
1720 Fairview Dr.  
Lake Geneva, WI 53147

Mr. Rick Stacey, Chairman  
Walworth County Zoning Agency  
N8750 Thiede Road  
East Troy, WI 53120

**RE: Mound Road Estates Subdivision / The Shores of Delavan Lake Subdivision**

Dear Ms. Russell and Mr. Stacey:

I represent Shodeen Construction in connection with the subdivision development identified above, which is proposed to take place adjacent to Mound Road in the Town of Delavan. I am writing to ask for your help in working out a way to submit the overall subdivision plat for consideration by the County Zoning Agency.

On September 18, 2014, the CZA approved the Preliminary Plat for "Mound Road Estates". This single-family subdivision consists of 74 lots, but is part of the much larger project -- The Shores of Delavan Lake Subdivision. The Shores of Delavan Lake has been planned as a "conservation subdivision" and will consist of a mix of 613 residential units, including 160 multi-family units to be constructed along Mound Road, as well as 69 duplex units.

The Shores of Delavan Lake has received the full support of both the Plan Commission and Town Board of the Town of Delavan, and is to be located south of Mound Road, east of County Hwy. F, and adjacent to the existing Inlet Oaks Subdivision, all in the Town of Delavan. The "conservation subdivision" approach requires some rezoning to allow the multi-family (R-5A), and duplex (R-3) uses, and a conditional use permit to facilitate the better use of open space combined with clustering of single family units.

Administratively, the rezoning, conditional use permit, and platting fees for the overall project are very significant. Zoning fees are charged on the basis of \$575 for the first residential unit/lot, plus \$200 for each additional lot/unit. This formula will mean total fees will be approximately  $\$575 + (612 \times \$200) = \$122,975$ . The current County ordinance requires that these fees all be paid "up front" when the applications are submitted (and not paid in installments as phases of a large project proceed).

The practical economic result is that it is "safer" for a developer to have large scale development projects (such as The Shores of Delavan Lake) submitted for consideration in segments (such as Mound Road Estates), so that if the segment is rejected, the entire fee is not in jeopardy -- rather, just the amount attributed to the segment then under consideration.

Correspondence to Nancy Russell and Rick Stacey

September 29, 2014

Page two

Unfortunately, however, the practical, segmented, approach is contrary to the wisdom of having a large project with a 20-year build out to be planned as a whole, under a unified site plan approach similar to Geneva National (rather than having a large development platted in piecemeal fashion). Having the Shodeen Project -- The Shores of Delavan Lake Subdivision -- planned, reviewed and approved all at one time, as a conservation subdivision, pursuant to a conditional use permit, allows for overall traffic patterns, stormwater management, and other infrastructure, to be better planned, designed, reviewed and approved.

As an example, when the flooding experienced by the adjacent Inlet Oaks Subdivision owners was brought to their attention, Shodeen proposed an overall development plan that incorporated a diversion, retention and detention stormwater system that serves to reduce the flow of water into the Inlet Oaks Subdivision. It also improves stormwater quality going into Lake Delavan, and when implemented, will result in a reduction in stormwater management costs which will have to be paid either by the Town, or by Inlet Oaks, approaching \$200,000.

Much like a Comprehensive Plan it is universally recognized among the group consisting of my client, its advisors, the Town of Delavan, and the Staff of the County Land Use and Resource Management Department, that having Shodeen submit the entire Shores of Delavan Lake project plan for consideration in its entirety, is the best course of action to achieve the highest quality, and best planned, development possible, and therefore should be encouraged.

As I said, the Shodeen unified site plan rezoning/conditional use/platting approach requires the payment of application and review fees of roughly \$122,975, and my client is willing to pursue unified site plan approvals, *but is asking for your support in allowing for the CZA, as part of its deliberative process, to determine that in the event that the Shodeen Project is rejected, the refund of an equitable portion of the application fees be made to the Applicant.*

I am asking that this request be placed on the Board's Agenda for its upcoming meeting, and that the request then be referred to the County Zoning Agency.

It is my belief, and it is my legal opinion, that while a partial refund of application fees by the CZA may never previously have been granted [although partial refunds have previously been given when applications were withdrawn], such action is authorized under applicable laws and ordinances, and is consistent with the provisions of Wisconsin Statutes, Section 66.0628, which mandates that there be a "reasonable relationship" between the fees imposed by the County, and the services for which the fee is imposed.

Thanks for your consideration. Please let me know if you have further questions, and I will address them.

Very truly yours,

SWEET & MAIER, S.C.

John L. Maier, Jr.

JLMeidar

cc: Attorney Michael Cotter  
Mr. Matt Weidensee  
Mr. David Patzelt

**RESOLUTION NO.: 26—2014-15**

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1 Current law requires the owner of a landfill to maintain proof of financial responsibility  
2 to ensure the availability of funds to cover the costs of closing the landfill and  
3 maintaining the property after the landfill is closed. The Department of Natural  
4 Resources (DNR) must approve the proof of financial responsibility. Under current law,  
5 one method of providing proof of financial responsibility is an established escrow  
6 account, which under DNR rules, may include securities issued by the federal  
7 government. Proposed legislation states escrow accounts and irrevocable trusts used by  
8 landfill owners to demonstrate proof of financial responsibility may include securities  
9 issued by an instrumentality of the federal government, as well as securities issued by the  
10 federal government.

11  
12 NOW THEREFORE, the undersigned members of the Finance Committee recommend adoption  
13 of the following resolution.

14 BE IT RESOLVED, that the Outagamie County Board of Supervisors does support proposed  
15 legislation which would allow escrow accounts and irrevocable trusts used by landfill owners to  
16 demonstrate proof of financial responsibility to include securities issued by an instrumentality of the  
17 federal government, as well as securities issued by the federal government, and

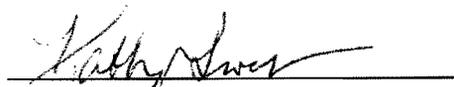
18 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy  
19 of this resolution to the Outagamie County Lobbyist for distribution to the Legislature, all other  
20 Wisconsin counties, the Outagamie County Treasurer and the Outagamie County Executive.

21 Dated this 12th day of August, 2014

22 Respectfully Submitted,

23 FINANCE COMMITTEE

24  
25  
26  
27  
28  
29   
Peter Stueck

  
Kathy Groat

1 Kevin Stura  
2 Kevin Stura

Norman Austin  
Norman Austin

3 Jeff Nooyen  
4 Jeff Nooyen

5 Duly and officially adopted by the County Board on: August 12, 2014

6  
7 Signed: Helen Taylor  
8 Board Chairperson

Lois O'Brien  
County Clerk

9  
10 Approved: 8 13 14

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

11  
12  
13 Signed: [Signature]  
14 County Executive



October 1, 2014

Board of Supervisors

Walworth County Board of Supervisors  
100 W. Walworth St.  
Elkhorn Wi 53121

Dear Supervisors:

A number of jurisdictions throughout the country are taking advantage of improvements in technology by recording the interaction of law enforcement officers and citizens. I can see merit to the idea. Cameras would protect our deputies from being falsely accused I would like to get feedback on the issue from our Sheriff's Office. If the Sheriff agrees I would like to move towards funding a project like this in the future.

I request that this letter be referred to the Executive Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Stacey". The signature is fluid and cursive, with a large initial "R" and "S".

Rick Stacey, Vice-Chair  
Walworth County Board of Supervisors

RS:vlp

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



October 1, 2014

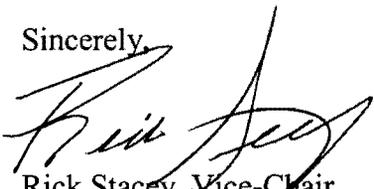
Board of Supervisors

Walworth County Board of Supervisors  
100 W. Walworth St.  
Elkhorn Wi 53121

Dear Supervisors:

For many years Walworth County has chosen to impose a ½ percent penalty per month on delinquent taxes. This penalty is in addition to twelve percent annual interest that is payable on late taxes by State laws.

This penalty may have made sense when interest rates were high. With our current low interest rates I have some reservations about charging citizen's eighteen percent interest. I request that this letter be forward to the Finance Committee for consideration of this issue.

Sincerely,  
  
Rick Stacey, Vice-Chair  
Walworth County Board of Supervisors

RS:vlp

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

STATE REPRESENTATIVE  
**ANDY JORGENSEN** **WI** SEP 17 AM 9:53

---

43rd ASSEMBLY DISTRICT • ASSEMBLY DEMOCRATIC CAUCUS CHAIR

September 15, 2014

Walworth County Board of Supervisors  
c/o Kimberly S. Bushey  
P.O. Box 1001  
Elkhorn, WI 53121

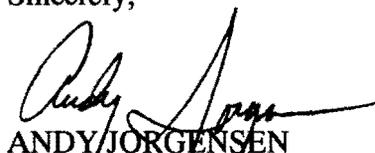
Dear Kimberly:

Thank you for providing my office with two resolutions that were adopted by the Walworth County Board on September 4, 2014. It is a privilege serving in the Wisconsin State Assembly, and I appreciate hearing their thoughts on these matters.

The resolutions you sent me (which relate to funding for the circuit court system and county 911 services) will be very valuable when the Legislature considers the 2015-17 State Budget. While each state budget includes hundreds of provisions, I will be sure to keep the Board's positions on these two issues in mind.

Thank you again for providing my office with these resolutions. I truly appreciate the time the Walworth County Board of Supervisors took to adopt this resolution. Please know that I am always willing to have a conversation and listen to the board's concerns regarding these or any other matters of importance.

Sincerely,

  
ANDY JORGENSEN  
State Representative  
43<sup>rd</sup> Assembly District





October 14, 2014 – 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
ML Group, LLC – Cindy Lychotet, Applicant	Sugar Creek Township Part of Tax Parcel G SC-13-1	Rezone approx. 10.78 acres of A-2 Agricultural and B-2 Highway Business Districts to C-4 and C-1 Lowland Resource Conservation Districts (shoreland and non-shoreland wetlands) for correction of the wetland boundaries to match field conditions. In addition, rezone approx. .26 acres of A-2 Agricultural District to B-2 Highway Business District. as per digital survey image.	October 14, 2014
Grand Geneva, LLC – Mark McDonald, Applicant	Lyons Township Parts of Tax Parcels N LY-29-5 and N LY-32-3	Rezone approximately 12 acres of A-2 Agricultural District and C-1 Lowland Resource Conservation District to B-5 Planned Commercial Recreational Business District, approximately 3.3 acres of A-2 District to C-4 and C-1 Districts (shoreland and non-shoreland wetlands) and approximately 9.25 acres of the B-5 District to C-4 District as per a digital survey.	October 14, 2014
Mukwonago Baptist Church Inc., Rhon L. Roberts-Agent	East Troy Township Tax Parcel PA3068-2	Amend the 2035 Land Use Plan Map from approximately 20.12 acres of (RR) Rural Density Residential (at least 5 acres per dwelling) land use category to the (I) Governmental and Institutional land use category	October 14, 2014
Jodi Buckett Vanwormer – owner	LaFayette Township Tax Parcel K LF-21-6	Amend the 2035 Land Use Plan Map from approximately 35 acres of (AP) Prime Agricultural land use category to the (AG1) Other Agricultural Rural Residential and Other Open Lands (5 to 34 acre per dwelling) land use category	October 14, 2014

Walworth County Land Use and Resource Management Department	All Townships	Amendment to Section 74-131 of the Zoning Ordinance and Section 74-263 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances relative to lodging facilities, rent and transient.	October 14, 2014
---	---------------	--	------------------

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

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

---

County Clerk

cc: County Supervisor Tim Brellenthin  
County Supervisor Joe Schaefer  
County Supervisor Rick Stacey  
All - Ordinance

**Resolution No. 26-09/14**  
**Supporting a Full Environmental Impact Statement for Enbridge Energy Line 61  
Expansion and Needed Public Input**

1 Moved/Sponsored by: Land Conservation Committee  
2

3 **WHEREAS**, Enbridge Energy maintains petroleum pipelines running from Superior, Wisconsin  
4 to Northern Illinois with two lines running through western Walworth County and two lines  
5 running through eastern Rock County near the Walworth-Rock County border; and,  
6

7 **WHEREAS**, Enbridge Energy seeks to expand Pipeline 61 in Rock County from a current initial  
8 flow rate of 400,000 barrels of petroleum product per day to a proposed 1.2 million barrels per  
9 day and increased pipeline pressure to over 1,200 pounds per square inch. The proposed daily  
10 volume to be transported in this pipeline is expected to be approximately 50% greater than the  
11 controversial proposed “Keystone” pipeline in the Dakotas and Nebraska; and,  
12

13 **WHEREAS**, the material to be transported in this pipeline is tar sand oil, which may be more  
14 corrosive than other oils and may lead to more pipeline ruptures and spills. Tar sands oil is  
15 denser than traditional oil and must be mixed with toxic materials known as diluent to reduce  
16 viscosity for tar sand oil to flow effectively; and,  
17

18 **WHEREAS**, Enbridge Energy may also run tar sands oil through the other pipelines, including  
19 the Walworth County pipelines, and may also use Walworth County lines to return the toxic  
20 diluent removed in refining tar sands oils for reuse for mixing with tar sands oil; and,  
21

22 **WHEREAS**, Enbridge Energy has a record of pipeline related incidents, which include the  
23 accident at Grand Marsh here in Wisconsin, as well as a large tar sand oil spill on Michigan’s  
24 Kalamazoo River. The Kalamazoo River spill resulted from a leak in a pipe with a far lower  
25 flow rate than the flow rate proposed for Pipeline 61 running adjacent to Walworth County; and,  
26

27 **WHEREAS**, the State of Wisconsin has conducted hearings and/or issued permits relating to air  
28 issues at Enbridge’s Superior facilities, environmental impacts of the physical installation of  
29 pipelines, and for construction of compressor stations, but there has not been an environmental  
30 impact statement done with respect to risks to the public, first responders and to the environment  
31 associated with the operation of Enbridge’s Wisconsin pipelines with tar sands oil and diluent at  
32 the proposed pressures; and,  
33

34 **WHEREAS**, It is important to have further public input as well as a full environmental impact  
35 statement before approving this expanded and unprecedented use, especially where pipeline  
36 failure could cause a threat to the health and safety of Walworth County residents and first  
37 responders as well as economic damage to tourism and agriculture in Walworth County and  
38 neighboring communities.  
39

40 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board urges the State  
41 Department of Transportation and the Department of Natural Resources to undertake a full  
42 environmental impact statement and engineering study and further public hearings to provide  
43 citizens with full information about the nature and associated risks of the petroleum products



**Policy and Fiscal Note**  
**Resolution No. 26-09/14**

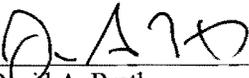
- I. **Title:** Supporting a Full Environmental Statement for Enbridge Energy Line 61 Expansion and Needed Public Input
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to encourage and support a full environmental impact statement, engineering study and further public hearings for Enbridge Energy Line 61 expansion and the need for public input.
  
- III. **Budget and Fiscal Impact:** Passage 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:**

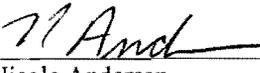
Committee: Land Conservation Committee      Meeting Date: September 15, 2014

Vote:                    4 - 1

County Board Meeting Date: October 14, 2014

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

 9/19/14  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 9/19/14  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator – Finance

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

September 18, 2014  
September 18, 2014 - expanded

Please include the following County Zoning Agency items on the October 14, 2014 County Board agenda:

**Rezones:**

1. **Joanne Beck, Mark Anders, Paul Anders, and Kristin Sleeth**, Section 9, East Troy Township. Rezone approximately .12 acres of C-4 Lowland Resource Conservation District (shoreland wetland) to R-1 Single Family Residential District. Tax Parcels PBM-6 & 7.

**Approved 6 – 0** at the September 18, 2014 Zoning Agency public hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as RU - Urban Density Residential and PEC – Primary Environmental Corridor.

2. **Christian League for the Handicapped, Inspiration Ministries c/o Richard Hall, Robert Pearce – Applicant**, Section 2, Walworth Township. Rezone approximately 7.49 acres of A-1 Prime Agricultural and P-2 Institutional Park Districts to A-1, P-2 and C-2 Upland Resource Conservation Districts. Parts of Tax Parcel E W-2-13.

**Approved 6 – 0** at the September 18, 2014 Zoning Agency public hearing.

Conformance with County Land Use Plan: The County 2035 Land Use Plan identifies this area as the G – Governmental and Institutional and AP – Prime Agricultural land use categories.

3. **Fort Community Credit Union c/o Jim Simdon (Vice President)**, Section 11, LaGrange Township. Rezone approximately 1.5 acres of C-2 Upland Resource Conservation District to A-5 Agricultural Rural Residential District. Tax Parcel H LG-11-3A.

**Approved 6 – 0** at the September 18, 2014 Zoning Agency public hearing.

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

ORDINANCE NO. 890 – 10/14

AMENDING CHAPTER 6 AND CHAPTER 14 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATIVE TO POWERS OF THE COUNTY HUMANE OFFICER

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 **PART I: That section 6-3 of Chapter 6 of the Walworth County Code of Ordinances is hereby**  
2 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
3 **text):**

4  
5 **“Sec. 6-3. Abatement review authority.**

6  
7 ~~The county administrator shall appoint a county board member who is hereby authorized,~~ Pursuant  
8 to Wis. Stats. § 173.03(2), the sheriff shall have the authority to affirm, modify, or withdraw  
9 abatement of violation orders issued under Wis. Stats. § 173.11 by any humane officer appointed by  
10 the county. In the event the sheriff is disqualified from acting, the county administrator shall  
11 conduct the review.”

12  
13 **PART II: That section 14-5 of Chapter 14 of the Walworth County Code of Ordinances is**  
14 **hereby amended to read as follows (additions are underlined; deletions are shown in strike-**  
15 **through text):**

16  
17 **“Sec. 14-5. Issuance of citations; enforcement.**

18  
19 (a) The county sheriff's department may issue citations for enforcement of the ordinances  
20 authorized under this chapter.

21 (b) In addition to law enforcement officers, the following officials of the county are  
22 hereby authorized to issue citations for those ordinances specified below. Such officials may  
23 delegate this authority to designated employees.

24 (1) Chapter 74, zoning: the administrator of planning and zoning or designee.

25 (2) Chapter 70, sanitation code: the administrator of planning and zoning or designee.

26 (3) Chapter 26, article I, storm water management; article II, land disturbance, erosion  
27 control and conservation standards; article III, one- and two-family dwelling: the  
28 administrator of land conservation or designee.

29 (4) Chapter 6, article IV, animal waste storage: the administrator of land conservation or  
30 designee.

31 (5) Chapter 58, subdivision control ordinance: the plat review specialist and the planning  
32 manager or designee.

33 (6) Chapter 64, telecommunication tower, antennas and related facilities: the  
34 administrator of planning and zoning or designee.

35 (7) Section 6-32; unlicensed dogs and dogs running at large: the County Humane  
36 Officer.”

37  
38 **PART III: That this ordinance shall become effective upon passage and publication.**  
39

1 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of October  
2 2014.

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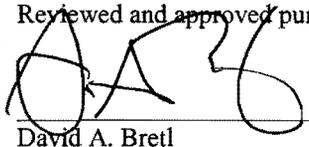
\_\_\_\_\_  
Nancy Russell  
County Board Chair

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

10 County Board Meeting Date: October 14, 2014

11 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:

	<u>9/23/14</u> Date		<u>9/23/14</u> Date
David A. Bretl County Administrator/Corporation Counsel		Nicole Andersen Deputy County Administrator - Finance	

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



**ORDINANCE NO. 891-10/14**

**AMENDING SECTION 2-144 OF CHAPTER 2 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO COMMITTEE PROCEDURE**

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

1 **PART I: That section 2-144 (d) of the Walworth County Code of Ordinances is hereby**  
2 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
3 **text):**

4  
5 **“Sec. 2-144. Committee procedures.**  
6

7 (d) *Meetings.* To provide predictability to the public, media and Supervisors wishing to attend  
8 Standing Committee meetings and to ensure adequate staff support of Committee meetings, the  
9 following rules shall apply:

10 (1) Except as provided in subsections (2) and (3), meetings of the Standing Committees shall  
11 be held in accordance with the following schedule:

- 12 a. Agriculture and Extension Education Committee: 1:00 p.m. on Monday following the  
13 regularly scheduled monthly County Board meeting (normally alternating months with  
14 the Park Committee);
- 15 b. Land Conservation Committee: 2:00 p.m. on Monday following the regularly  
16 scheduled monthly County Board meeting;
- 17 c. Public Works Committee: 3:30 p.m. on Monday following the regularly scheduled  
18 monthly County Board meeting;
- 19 d. Children with Disabilities Education Board: ~~5:30~~ 5:00 p.m. on Wednesday following  
20 the regularly scheduled monthly County Board meeting;
- 21 e. Human Resource Committee: 3:30 p.m. on Wednesday following the regularly  
22 scheduled monthly County Board meeting;
- 23 f. Executive Committee: 10:00 a.m. Monday the week following the regularly scheduled  
24 monthly County Board meeting;
- 25 g. Health and Human Service Board: 2:00 p.m. on Wednesday the week following the  
26 regularly scheduled monthly County Board meeting;
- 27 h. Lakeland Health Care Center Board of Trustees: 1:00 p.m. on Wednesday the week  
28 following the regularly scheduled monthly County Board meeting;
- 29 i. Finance Committee: 9:30 a.m. on Thursday the week following the regularly scheduled  
30 monthly County Board meeting;
- 31 j. County Zoning Agency:
- 32 1. Public hearings: 5:30 p.m. on the third Thursday of each month;



**Ordinance No. 891-10/14**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Ordinance Amending Section 2-144 of Chapter 2 of the Walworth County Code of Ordinances Relating to Committee Procedure
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance is to change the regular monthly meeting time of the Children with Disabilities Education Board (CDEB) from 5:30 p.m. to 5:00 p.m.
- III. Is this a budgeted item and what is its fiscal impact:** Adoption of this ordinance amendment will not have any fiscal impact on the county budget.
- IV. Referred to the following standing committee(s) for consideration and date of-referral:**

Committee: Children with Disabilities Education Board Date: September 17, 2014

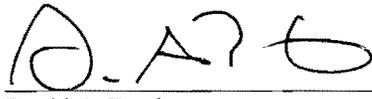
Vote: 5 - 0

Committee: Executive Date: October 14, 2014

Vote:

County Board Meeting Date: October 14, 2014

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

  
Date 10/7/14

David A. Bretl  
County Administrator/Corporation Counsel

  
Date 10/7/14

Nicole Andersen  
Deputy County Administrator - Finance



**Policy and Fiscal Note**  
**Resolution No. 35-10/14**

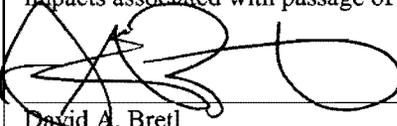
- I. **Title:** Designating Cindy Wroebel as the Walworth County Humane Officer
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to designate Cindy Wroebel as Humane Officer for the duration of the 2015-2019 Lakeland Animal Welfare Society, Inc. (LAWS) contract.
  
- III. **Budget and Fiscal Impact:** There is no fiscal impact related to this resolution.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Executive Meeting Date: September 15, 2014

Vote: 5 - 0

County Board Meeting Date: October 14, 2014

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

 _____ David A. Bretl County Administrator/Corporation Counsel	9/23/14 Date	 _____ Nicole Andersen Deputy County Administrator – Finance	9/23/14 Date
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If unsigned, exceptions shall be so noted by the County Administrator.





ORDINANCE NO. 880 – 10/14

**AMENDING SECTION 30-150 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO WRITE-OFF OF RECEIVABLES**

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

**PART I: That Section 30-150 of the Walworth County Code of Ordinances is hereby amended to read as follows:**

**“Sec. 30-150. Cash and receivables.**

(g) The policy for liquidating specific accounts receivable balances for bad debts and uncollectable amounts is as follows:

(1) A department desiring the liquidation certifies that all reasonable efforts have been made to collect the amount owed and that to liquidate the amount owed is not in conflict with any applicable statute of limitation or similar administrative order;

(2) A department head is authorized to write off individual accounts certified in section 1 above, within budgetary restraints, for the categories identified in (a) and (b) below. These amounts shall be reported to an appropriate statutory committee/board or the Finance committee, at least annually, to identify the total write-off amounts by allowable category. The report shall include, at a minimum; the number of individual accounts by category, the total dollar amount from the last report, the annual to date dollar amount, and a prior year comparable dollar amount.

~~(2)(a)~~ Individual accounts equal to or less than \$100.00 during the reporting period, including but not limited to personal property amounts, may be written off at the discretion of the department head.

~~(b)~~ When it has been determined that it is unlikely that financial resources will be identified which would fulfill the account obligation, the following categories may be authorized for write off:

- (1) Individual is deceased;
- (2) Account has been sent to a collection agency;
- (3) Individual has filed for bankruptcy;
- (4) Individual is serving a life sentence of imprisonment; or
- (5) Identity of responsible person is unknown.

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- (3) Individual accounts so-certified pursuant to section 1 above and believed to be uncollectible for a reason other than listed in section (2) above ~~greater than \$100.00~~ shall be reviewed by the statutory committee/board, if any, for recommendation to the finance committee.
- (4) The finance committee has the authority to liquidate all accounts as deemed appropriate.
- (5) All liquidated amounts shall be within authorized budget limits as specified in section 30-34.
- (6) Funds subsequently collected on accounts previously written off shall be deemed revenue in the period collected."

**BE IT ORDAINED** by the Walworth County Board of Supervisors that all previous ordinances and resolutions pertaining to Section 30-150 are hereby superseded.

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

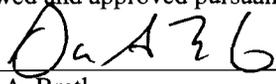
**PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of October, 2014.

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

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

County Board Meeting Date: October 14, 2014

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

Policy and Fiscal Note is attached.	
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:	
	
Date <u>  9/18/14  </u>	Date <u>  9/19/14  </u>
David A. Bretl County Administrator/Corporation Counsel	Nicole Andersen Deputy County Administrator - Finance
If unsigned, exceptions shall be so noted by the County Administrator.	

**Ordinance No. 880\* - 10/14**  
**Fiscal Note and Policy Impact Statement**

- I. **Title:** Amending Section 30-150 of the Walworth County Code of Ordinances Relating to Write-off of Receivables
- II. **Purpose and Policy Impact Statement:** This policy is being amended to give greater discretion of accounts that are deemed uncollectible to be written off by department heads for specifically defined purposes. Amounts written off will be required to be reported to an appropriate committee, and any reason beyond those approved in this ordinance will require additional committee approval.
- III. **Is this a budgeted item and what is its fiscal impact:** Budgets for amounts deemed uncollectible and written off are currently budgeted based on historical actuals. Amendments may be required according to the normal budget amendment procedures for amounts to be written off in excess of budget.
- IV. **Referred to the following standing committee(s) for consideration and date of referral:**

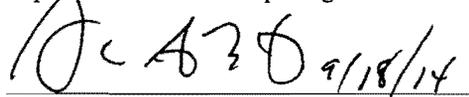
Committee: Finance

Date: September 18, 2014

Vote: 4-0

County Board Meeting Date: October 14, 2014

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

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

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

ORDINANCE NO. 881 – 10/14

**AMENDING SECTION 30-185 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO ESTABLISHMENT OF AGENCY FUNDS**

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

**PART I: That Section 30-185 of the Walworth County Code of Ordinances is hereby amended to read as follows:**

**“Sec. 30-185. Agency fiduciary funds.**

Agency funds are used to account for assets where the county is providing custodial services of resources to individuals, private organizations, or other governments. A liability will offset each asset to account for the amount due to the party on whose behalf the assets are held. The county has established the following agency funds:

(b) The county has established the following agency funds which will be reported as All Other Agency Funds:

(9) ~~Gang intelligence fund accounts for court ordered fees collected for crime prevention or gang related activities. Funds are held on behalf of local governments. Federal confiscated funds held on behalf of the Drug Enforcement Unit and not available for the County Sheriff’s direct use. Funds may be spent by the Drug Enforcement Unit in accordance with US Department of Justice Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies.~~

(10) ~~Student council accounts for proceeds and expenses held on behalf of the Lakeland School student council body. State confiscated funds held on behalf of the Drug Enforcement Unit and not available for the County’s Sheriff direct use. Funds may be spent by the Drug Enforcement Unit in accordance with state statute 961.55.”~~

**BE IT ORDAINED** by the Walworth County Board of Supervisors that all previous ordinances and resolutions pertaining to Section 30-185 are hereby superseded.

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

1 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of  
2 October, 2014.

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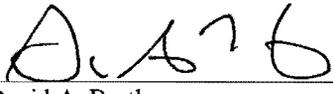
\_\_\_\_\_  
Nancy Russell  
County Board Chair

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

County Board Meeting Date: October 14, 2014

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 County Administrator/Corporation Counsel	_____ Nicole Andersen Deputy County Administrator - Finance
Date 9/18/14	Date 9/19/14

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

**Ordinance No. 881 - 10/14**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Section 30-185 of the Walworth County Code of Ordinances Relating to Establishment of Agency Funds
- II. Purpose and Policy Impact Statement:** The County retains a certain portion of Sheriff confiscated funds for restricted purposes which are recorded in the Sheriff Restricted special revenue fund. This ordinance transfers the portion that is held on behalf of the Drug Enforcement Agency to agency fund accounts as the County may not spend these funds for County purposes.

The separate student council cash account has been eliminated and student related activity is now entered into the school fund directly and carried forward in a manner similar to donations and fundraising. This allows for tighter accounting controls to be in place while still allowing the student activities to be funded by the specific fees, donations, and fundraising that is collected for this purpose.

- III. Is this a budgeted item and what is its fiscal impact:** Confiscated funds held by the Drug Enforcement Agency are not budgeted funds.

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

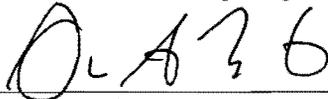
Committee: Finance

Date: September 18, 2014

Vote: 4-0

County Board Meeting Date: October 14, 2014

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

 9/18/14  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 9/19/14  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator - Finance

**ORDINANCE NO. 882 – 10/14**

**AMENDING SECTION 30-414 OF THE WALWORTH COUNTY CODE OF  
ORDINANCES RELATING TO CORRECTION OF ERRORS**

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

**PART I: That Section 30-414 of the Walworth County Code of Ordinances is hereby  
amended to read as follows:**

**“Sec. 30-414. Correction of errors.**

- (a) The county shall not issue a pay advance if an employee fails to report timekeeping information in a timely manner.
- (b) The director may approve an off-cycle payroll check ~~a pay advance~~ when it is determined that administrative staff caused a substantive error (greater than \$50) in processing of an employee's paycheck due to timekeeping system errors. ~~A pay advance~~ An additional payroll check will be issued to the employee upon approval. All errors under \$50 will be processed on the employee's next regularly scheduled payroll check. ~~as an accounts payable check and the amount advanced will be deducted from the employee's next paycheck.~~
- (c) When an current employee is overpaid, the overpayment shall be deducted from future wages as they become due. The employee shall be notified in writing of the overpayment and schedule for recovery of the overpayment. Recovery of the overpayment does not require the employee's consent. Upon request, a member of the department shall meet with the employee and may agree to an alternate repayment plan. Recovery of a wage overpayment shall be limited to a period of two years prior to the date the overpayment was made known to the department.
- (d) When a former employee is overpaid, the County, upon discovery of overpayment, will immediately initiate the steps necessary to recover the overpaid funds. The former employee shall be notified in writing of the overpayment and its recovery. Recovery of the overpayment does not require the former employee's consent. Upon request, a member of the department shall meet with the former employee and may agree to an alternate repayment plan.
- (de) When an current employee is underpaid due to items other than timekeeping system errors, the amount of underpayment shall be calculated and paid on the next paycheck. The employee shall be notified in writing of the underpayment. Retroactive pay for a wage underpayment shall be limited to a period of two years prior to the date the underpayment was made known to the department.”





**Resolution No. 28-10/14**  
**Approving an Agreement by and between Walworth County  
and the Lakeland Animal Welfare Society, Inc. for Contract Term 2015 to 2019**

1 Moved/Sponsored by: Finance Committee  
2

3 **WHEREAS**, Lakeland Animal Welfare Society, Inc. (LAWS) owns and operates the Lakeland  
4 Animal Shelter in Walworth County, and provides care, shelter and animal control services for  
5 animals in Walworth County (County); and,  
6

7 **WHEREAS**, the Walworth County Board of Supervisors is desirous of obtaining care, shelter  
8 and animal control services for animals in Walworth County; and,  
9

10 **WHEREAS**, Walworth County is responsible for the care and shelter of animals seized as  
11 evidence of criminal neglect while criminal charges are pending; and,  
12

13 **WHEREAS**, LAWS is capable of providing care and shelter for animals seized as evidence of  
14 criminal neglect while criminal charges are pending; and,  
15

16 **WHEREAS**, procedures shall be followed to encourage owners of mistreated animals to release  
17 their animals to the care of the Lakeland Animal Shelter in order to reduce costs incurred by  
18 Walworth County; and,  
19

20 **WHEREAS**, Walworth County is willing to pay dog license fees without setoff or deduction  
21 except as expressly allowed under Wis. Stats Chapter 174 and other pertinent statutes; and,  
22

23 **WHEREAS**, Walworth County is willing to assume the pursuit of restitution from any persons  
24 found guilty of abuse and neglect of animals in Walworth County; and,  
25

26 **WHEREAS**, both parties agree that it is in the best interests of all citizens of Walworth County  
27 that animal control services be provided on a comprehensive basis at the county level, rather than  
28 by each municipality in Walworth County; and,  
29

30 **WHEREAS**, the Lakeland Animal Welfare Society, Inc. Board of Directors is supportive of the  
31 payment structure proposed for the 2015 to 2019 contract term.  
32

33 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that  
34 the attached Agreement by and between Walworth County and the Lakeland Animal Welfare  
35 Society, Inc. be and the same is hereby approved.  
36  
37

1 **BE IT FURTHER RESOLVED** that the proper county officials be and hereby are authorized to  
2 execute this Agreement and take such other action as may be appropriate to effectuate the intent  
3 of this resolution.

4  
5  
6  
7

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

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

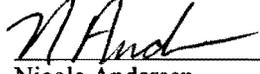
10  
11 County Board Meeting Date: October 14, 2014

12  
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:

 10/7/14  
\_\_\_\_\_  
David A. Bretl Date  
County Administrator/Corporation Counsel

 10/3/14  
\_\_\_\_\_  
Nicole Andersen Date  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 28-10/14**

**I. Title:** Approving an Agreement by and Between Walworth County and the Lakeland Animal Welfare Society, Inc. for Contract Term 2015 to 2019

**II. Purpose and Policy Impact Statement:** The purpose of this resolution is to award a 5-year contract for animal control services.

**III. Budget and Fiscal Impact:** This contract will reduce the county's cost exposure for animals subject to seizure. Costs for animal control and adoption services are proposed at a flat rate of \$120,500 per year over the 5-year period of the contract.

In lieu of a contract increase, the county has agreed to increase dog license fees. The \$9 fee for spayed/neutered dogs will remain in place for license years 2015 and 2016. To reflect the statutory ratio of spayed/neutered to unspayed/unneutered animals, the fee for unspayed/unneutered dogs will increase from \$15 to \$24. Effective for the 2017 license year, the fees will increase from \$9 for spayed/neutered dogs to \$10 and from \$24 to \$27 for unspayed/unneutered dogs. A second license increase would become effective for the 2019 license year. The fees for spayed/neutered dogs would increase from \$10 to \$11 and from \$27 to \$30 for unspayed/unneutered dogs. Redemption and boarding fees will not increase.

Additional costs may be incurred by the county for the care of seized animals. Costs for those services will be based upon the schedules included in the contract and will be capped wherever specified.

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

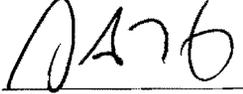
Committee: Finance

Meeting Date: September 18, 2014

Vote: 4-0

County Board Meeting Date: October 14, 2014

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

  
David A. Bretl                      Date 10/7/14  
County Administrator/Corporation Counsel

  
Nicole Andersen                      Date 10/9/14  
Deputy County Administrator - Finance

**CONTRACT AGREEMENT FOR WALWORTH COUNTY  
ANIMAL CONTROL SERVICES 2015-2019**

**Contents of this Agreement:**

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Agreement is hereby made between Walworth County (County) and the Lakeland Animal Welfare Society, Inc. (LAWS) as set forth below according to the following terms and conditions:

**1. Term and Termination**

The term of this agreement shall be for five years, commencing on January 1, 2015 and terminating on December 31, 2019. Either party may terminate this Agreement upon ninety (90) days written notice if the other party fails to honor this Agreement or for any other reason permitting or requiring termination under the Wisconsin Statutes or Administrative Code. Notification of termination shall be made in writing to the contact persons specified in Section 11 of this Agreement and shall specify the basis for termination.

In the event of such termination, the County's only obligation to LAWS is to pay, pursuant to this contract:

- A. For any unbilled qualified services rendered or expenses incurred by LAWS,
- B. For any unpaid statements for qualified services and expenses rendered prior to the effective date of the termination, and
- C. An amount of money intended to approximate a pro-rata share of the dog license fund at the time of termination, calculated on the basis of the total amount of the dog license fund collected in the year preceding the year of termination, divided by 365 and multiplied by the number of days elapsed in the year at the time of termination. The parties agree that the payment from the dog license fund in the event of early termination of this agreement is not subject to the timeliness provisions of Section 5 or the dispute resolution provisions of Section 6 of this agreement.

**2. Payment by County for Animal Control and Adoption Services**

In exchange for the services set forth above, the County shall pay to LAWS, in quarterly installments, the sums identified as follows for fiscal years 2015 through 2019. Payments shall be by check or electronic payment, payable no later than January 31, April 30, July 31 and October 31.

<u>License Year</u>	<u>Annual Contract</u>	<u>Quarterly Payments</u>
2015	\$120,500	\$30,125
2016	\$120,500	\$30,125
2017	\$120,500	\$30,125
2018	\$120,500	\$30,125
2019	\$120,500	\$30,125

In addition, the County will turn over the dog license fees generated in the preceding year, payable under Wis. Stats. Chapter 174, on March 1, 2016, March 1, 2017, March 1, 2018, March 1, 2019 and March 1, 2020. Such payment shall be subject only to the following deductions:

- A. Expenses as necessarily incurred by the County in purchasing and providing books, forms and other supplies required in administering of the dog license law,
- B. Expenses incurred by the County under Wis. Stats. 95.21(4)(b) and (8), and
- C. Claims paid by the County to the owners of domestic animals because of damages done by dogs.

It is expressly understood that LAWS may charge prospective owners/guardians an adoption fee, and that payment by the County of the amount set forth in this paragraph is not intended to cover the cost of the adoption services offered by LAWS.

**3. Dog Licensing Fees**

The County shall adopt the following dog license fees for the associated contract years.

<u>License Year</u>	<u>Year Payable to LAWS</u>	<u>Fee for Spayed/Neutered Dogs</u>	<u>Fee for Unspayed/Unneutered Dogs</u>
2015	2016	\$9	\$24
2016	2017	\$9	\$24
2017	2018	\$10	\$27
2018	2019	\$10	\$27
2019	2020	\$11	\$30

Proposed fee changes for 2015 and 2016 reflect the statutory ratio of spayed and neutered to unspayed and unneutered animals. This ratio will be maintained moving forward.

**4. Payment by County for Costs Associated with Rabies Control**

The County shall reimburse LAWS, from the dog license fund, for costs associated with euthanasia of bats or other animals that may have rabies. Said reimbursements may include quarantine, laboratory, preparation and other fees associated with animals connected to the rabies control program when the owner of the animal cannot be determined.

LAWS shall submit invoices related to rabies control to the Walworth County Clerk's office for payment.

**5. Payment by County for Care and Shelter of Seized Animals**

In exchange for providing care to those animals taken into custody pursuant to Wis. Stats., Chapter 951, the County shall reimburse LAWS as follows, until the animal is deemed unclaimed pursuant to Wis. Stat. s.173.23(6) or released by the Court or District Attorney's Office:

- A. Canines — \$10 per day per animal
- B. Felines — \$7 per day per animal
- C. Equines — no less than \$10 per day per animal, nor more than \$17 per day per animal, based on actual costs
- D. Birds, chickens, ducks, geese and reptiles — \$1 per day per animal, or actual cost if less than \$1 per day
- E. Payment for any animal taken into custody other than those specified in Section 5(A-D) shall be reimbursed as negotiated with the County based upon reasonable actual costs.

In addition to the amounts specified above for care, the county shall pay actual veterinary expenses incurred by LAWS for each animal, not to exceed \$150 per animal. LAWS shall provide detail of such costs, including the type of animal, place where care provided, number of days in care, rate for board, rate for feed, other expenses and purpose, and actual veterinary expenses and purpose of expense. The County shall make reimbursement within forty-five (45) days of submission of invoice and detail. The LAWS Executive Director shall submit weekly invoices to the County, unless the collective cost is in excess of \$100/day. If costs are in excess of \$100/day, invoices shall be submitted daily.

Costs exceeding \$100 per day must receive prior approval from Walworth County.

Walworth County shall only be financially responsible for actual costs, not to exceed daily limits specified in Section 5, for any animal held in custody that is placed in foster care. Both parties agree to work together to expedite the process and minimize costs.

**6. Payment Dispute Resolution**

In the event of a dispute as to the invoice amount or detail, the County shall escrow the disputed portion of the payment in a separate ledger account. Disputes shall be referred to the Walworth County Corporation Counsel's office on behalf of the County. The Corporation Counsel's office shall meet with LAWS representatives within ten(10) business

days of notification of a dispute, and shall attempt in good faith to resolve the dispute. In the event that the dispute is not resolved at the first step, it shall be referred to the Walworth County Executive Committee and the LAWS Board of Directors. In the event that the dispute cannot be resolved at the third step, it shall be subject to arbitration by a panel of three (3) persons - one chosen by the County, one by LAWS and the third by the first two. The decision of the panel shall be final and binding. Interest on any unpaid amount ultimately awarded to LAWS shall be in an amount ordered by the arbitrators. Each party shall bear its own costs and expenses of the arbitration. The arbitrators' fees shall be split evenly between the parties.

## **7. Services Provided by LAWS - Lost or Stray Animals**

- A. LAWS shall operate an animal shelter for care and shelter of stray, lost, abandoned and neglected animals. The shelter shall be open to the public and shall accept stray, lost or abandoned animals from 12:00 p.m. to 5:00 p.m., Monday through Friday, and from 11:00 a.m. to 4:00 p.m. on Saturday, except in cases of inclement weather or natural disaster. Care and shelter provided by LAWS shall be consistent with the requirements of Wis. Stats. 951.13 and 951.14.
- B. LAWS shall provide personnel to answer telephone calls regarding lost, stray, abandoned or neglected animals from 10:00 a.m. to 5:00 p.m., Monday through Friday, and from 11:00 a.m. to 4:00 p.m. on Saturday. LAWS will provide paging service of an animal control officer or designee 24 hours each day, seven days per week for animal emergencies.
- C. LAWS shall provide an animal control vehicle to pick-up animals from 12:00 p.m. to 5:00 p.m., Monday through Friday, and from 11:00 a.m. to 4:00 p.m. on Saturday, for those stray and abandoned animals which are confined within municipal holding areas in Walworth County or confined by Walworth County constituents. Request for same day pick-up must be received at the Shelter by 3:00 p.m. of that day.
- D. LAWS staff shall:
  - 1. Attempt to notify owners/guardians of lost or stray animals personally by telephone or by mail, as soon as possible if the owner/guardian is known or can be ascertained with reasonable effort; and
  - 2. Check local newspapers having general circulation in the community to determine if an animal is advertised which answers the description of an animal in the shelter.
- E. LAWS shall make every effort to provide care and shelter for stray animals for seven (7) days. LAWS shall provide proper shelter, food, water, care and humane treatment for all stray animals during the holding period. An injured stray may be held at a veterinary clinic within Walworth County if LAWS is unable, despite good faith efforts, to provide shelter, food, water, care and humane treatment for the animal. After the holding period, LAWS shall determine the disposition of an-

imals - euthanasia or holding for an additional period for possible placement with responsible owners/guardians.

- F. Provide holding facilities and care for stray canine and feline rabies suspects pending final determination of the disease.
- G. Provide redemption, during business hours, of stray animals. An owner/guardian redeeming an animal must meet the following requirements:
  - 1. Provide proof of or prepay for the mandatory rabies inoculation.
  - 2. Provide proof of current license, when applicable.
  - 3. Pay LAWS the established redemption and boarding fees:
    - a. \$25 for felines and canines picked up and/or admitted during business hours. An additional fee of \$40 will be charged for animals admitted outside business hours.
    - b. \$12 per night board fee plus inoculation costs for canines, \$9 per night plus inoculation costs for felines, and \$1 per night for each exotic bird or other animal.
    - c. Actual daily costs will be charged for livestock.
    - d. If it is a repeat pick-up and/or admission, there is an additional \$25 fee charge multiplied by the number of the repeat pick-ups or admissions.
    - e. Boarding fee is increased to \$25 per night after notification of owner in person or by mail, personal service, or other applicable statutory method.
    - f. Inoculation fee for canines is \$10.
    - g. Inoculation fee for felines is \$10.
    - h. A \$10 fee will be charged if LAWS staff is required to pick up canines or felines by use of a LAWS vehicle.
    - i. A \$20 fee will be charged for the required service of microchip implantation and registration.
  - 4. LAWS may establish revised redemption and boarding fees, as appropriate, during the period of this contract and forward notification to Walworth County as specified in Section 11.
- H. Provide a database on all incoming, missing, lost and found animals that are reported to the Shelter, outgoing stray animals and the people associated with each animal as well as their contact information. Provide reports of animals on hand, in foster care and adopted, on an annual (or as requested) basis, to Walworth County personnel as specified in Section 11, no later than January 31 of the following year.

- I. Provide adoption services for animals unclaimed by owners. Evaluate the animals for temperament and health prior to adoption. Provide the following health services to be included in the adoption fee charged to the prospective new owner/guardian:
  1. For Dogs:
    - a. Spay/neuter
    - b. First DHLPP Inoculation
    - c. Bordatella Inoculation
    - d. Heartworm test
    - e. Fecal Flotation test
    - f. Microchip registration
  2. For Cats:
    - a. Spay/neuter
    - b. First FVRCP Inoculation
    - c. Bordatella Inoculation
    - d. Feline Leukemia/FIVtest
    - e. Fecal Flotation test
    - f. Microchip registration

It is understood by the parties that LAWS currently provides the adoption services described in this paragraph (I), and that the provision of these services constitutes an important part of the consideration for the decision by the County to enter into this agreement. However, failure by LAWS to provide any of the services described in this paragraph (I) shall not, by itself, be grounds for termination of this agreement.

#### **8. Services Provided by LAWS - Animals Subject to Seizure**

The County and LAWS shall work together to provide cost-effective and humane care and shelter for any animal taken into custody under Wis. Stats., Chapters 951, 173 and 95.21(4)(a). LAWS shall provide the services of at least one State of Wisconsin certified Humane Officer for the purposes of investigating complaints of animal neglect or cruelty in Walworth County. The Walworth County Board of Supervisors shall designate the LAWS nominee(s) as Humane Officer(s) for Walworth County, if the individual(s) possesses mandatory qualifications.

LAWS shall telephone the County representative named in Section 11 of this Agreement whenever LAWS has reason to believe that animals are being subjected to cruel and inhumane treatment and are likely to be subject to seizure. In the event that animals are seized due to neglect, cruelty or inhumane treatment, the parties agree as follows:

- A. If an animal is being mistreated in potential violation of Chapter 951 of the Wisconsin Statutes, the District Attorney's office requests that the Humane Officer for Walworth County contact local law enforcement. Local law enforcement shall accompany the Humane Officer to the site where the animal is located.
- B. Photos shall be taken of mistreated animals as defined in Section 8(A) and a veterinarian shall conduct an examination of the animal. The Humane Officer shall

transmit the law enforcement report, the Humane Officer's report, the photos of the animal, and the veterinarian's report to the District Attorney's office and the county representative named in Section 11. The District Attorney's office will notify the Walworth County Corporation Counsel office if the animal is needed for trial purposes.

- C. The District Attorney's office and the Corporation Counsel's office will work together in an attempt to receive restitution, when appropriate.
- D. If the Humane Officer determines that an animal needs to be seized:
  - 1. The Humane Officer is required to notify the owner of the seizure and attempt to have ownership of the animal(s) transferred to LAWS within seven (7) days of said notice. If the Humane Officer is unable to obtain transfer of ownership to LAWS, at the expiration of the seven (7) day period, the Executive Director and Humane Officer shall meet with the County's Deputy Corporation Counsel and Deputy County Administrator-Finance to discuss terms of the seizure and arrive at a mutually agreed upon plan of action. Said plan shall include, at a minimum, the process by which ownership of the seized animal(s) shall be transferred to LAWS; the anticipated costs to the county; and a fostering strategy to reduce costs, if applicable. See Sec. 173.13(3)(c) Wis. Stats.
  - 2. If the Humane Officer is unable to locate the owner, the Humane Officer shall make a reasonable effort to notify the owner, in writing, that the animal has been seized. The notice may be mailed and a copy left where the animal was located. The notice shall explain how the animal may be recovered and the procedure, if the animal is not returned to the owner. See Sec. 173.13(3)(b) Wis. Stats. A copy of authorized language is attached as Exhibit A. Any revisions to the language shall be reviewed and authorized by the Walworth County Corporation Counsel's office.
  - 3. If the animal is not abandoned, stray, a dog not tagged, an animal not licensed, or if the animal is delivered by a veterinarian, the Humane Officer shall inform the owner that the animal will be considered unclaimed after a period of seven (7) days, pursuant to Section 173.19 of the Wisconsin Statutes.
  - 4. If the animal is unclaimed after notification, the Humane Officer will provide written notice of terminated rights to the owner within two (2) business days. The notice shall contain the amount due to Walworth County for care, custody and treatment of confiscated animal(s). A copy of authorized language is attached as Exhibit B.
  - 5. The Humane Officer shall notify Walworth County of any animal seizure and provide a copy of all written notices issued pursuant to Section 8(D)(3) to the county representative within forty-eight (48) hours, pursuant to Section 11 of this Agreement. Failure to notify the County repre-

sentative as specified above shall constitute a waiver by LAWS to reimbursement as specified under Section 5.

- E. LAWS shall provide or contract for the provision of veterinary care for the animals taken into custody.
- F. If the Humane Officer believes that the animals should be moved as a part of a non-emergency seizure, the Humane Officer shall inform the County representative of the location of the animal(s).
- G. LAWS shall be the provider of first resort of care and shelter for canines and felines in Walworth County. In the event that LAWS is unable due to crowding to provide care and shelter for canines and felines in a seizure case, LAWS shall promptly so inform the County and shall obtain alternative care and shelter at the most cost-effective rate available.
- H. The parties agree that reasonable efforts shall be made by the Humane Officer to work with the owner of animals alleged to be abused or neglected to improve their treatment so that seizure does not become necessary. The parties agree that, in making the decision regarding removal of animals following seizure, the potential harm to the animals and cost from the move shall be weighed against the harm to the animals and cost associated with keeping them at their current location.
- I. The County shall work with the District Attorney's office in expediting criminal charges under Chapter 951, Wis. Stats. The County shall request that owners of animals be charged for their care and shelter as a condition of bond under s. 173.23 Wis. Stats. The County shall be solely responsible for prosecuting any restitution payable by an owner by court order, plea agreement, or otherwise. The County shall pay for care and shelter of the animals for a maximum of fourteen (14) days following a conviction under Chap. 951, Wis. Stats. Prior to a conviction under Chap. 951, Wis. Stats. LAWS shall not release the animals to anyone except by Order of the Court or upon direction from the Walworth County District Attorney's Office.
- J. In determining the adoption of seized animals, LAWS may prohibit the former owner or others residing with the former owner from adopting the animals. LAWS shall not otherwise unreasonably condition the adoption of seized animals.

**9. No Exclusivity**

Nothing in the Agreement limits LAWS from establishing, governing and providing other services to the general public. However, it is specifically understood, by the parties hereto, that only the above-referred to services are required to be performed in order for LAWS to be designated as the animal control agency and obtain the payment specified above.

**10. Insurance/Limitation of Liability/Indemnity**

LAWS shall procure and keep in force a policy of liability insurance in the amount of \$1,000,000 naming Walworth County, its employees, elected officials, representatives and

members of Walworth County Boards or commissions as additional insureds. A copy of the certificate of insurance is attached hereto and made part hereof as Exhibit C. The County shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by LAWS or by any persons whatsoever may at any time be acting as an agent or employee of LAWS, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of LAWS, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LAWS shall indemnify County against all claims, liability, loss or damages whatsoever on account of any such loss, injury, death, or damage. This paragraph shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of County, its agents or employees.

**11. Communications Between the Parties**

All communications related to this Agreement shall be to the persons listed below or to such other persons that the parties may specify in writing:

**LAWS:** Kristen Perry, Executive Director  
Lakeland Animal Shelter  
PO Box 1000  
Elkhorn, WI 53121  
Phone (262) 723-3866; Fax (262) 724-1001

Bryon Olson, President,  
Lakeland Animal Welfare Society, Inc.  
PO Box 1000  
Elkhorn, WI 53121  
Phone (262) 723-1000; Fax (262) 724-1001

**Walworth County:** Nicki Andersen, Deputy County Administrator-Finance  
Walworth County Finance Department  
100 W. Walworth, PO Box 1001  
Elkhorn, WI 53121  
Phone (262) 741-4242; Fax (262) 741-4384

**12. Savings Clause/Entire Agreement**

This writing constitutes the entire Agreement between the parties with respect to the subject matter described herein and no statement, representation or promise with regard to this Agreement shall be binding upon the parties unless in writing and signed by both parties. The captions, lettering and numbering contained in this agreement are for the convenience of the parties and shall have no independent meaning. This Agreement is the product of informed negotiations by and between the parties, both of whom are represented by counsel. This Agreement shall not be construed as having been drafted by or against any party.

(Signature page follows.)

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

Walworth County

By: \_\_\_\_\_  
Kimberly S. Bushey, County Clerk

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

By: \_\_\_\_\_  
Lakeland Animal Welfare Society, Inc.

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

## **Exhibit A**

LAKELAND ANIMAL WELFARE SOCIETY, INC.  
P.O. BOX 1000  
ELKHORN, WI. 53121  
262-723-1000  
FAX: 262-723-1001

Date

To Whom It May Concern:

You are hereby notified that your animal(s) has/have been seized under Wisconsin State Statute 951, Crimes against Animals. Be it also known that under Wis. State Statute 173.19 you are hereby given 7 days from the date of this notice to put forth a claim of ownership of the seized animal(s), and in so doing must pay all fees associated with the cost of custody, care and treatment (Wis. State Statute 173.15). Failure to claim seized animal(s) within 7 days will result in the forfeiture of animal(s) to the Lakeland Animal Welfare Society, Inc.

You may seek return of the animal by petitioning for an order from the circuit court for Walworth County if you feel that your animal has been wrongfully taken into custody (Wis. State Statute 173.22).

If you have any questions regarding the removal of your animal(s), you may contact me at the phone number listed above.

---

Signature

Humane Officer  
Walworth County  
Lakeland Animal Welfare Society, Inc.

**Exhibit B**

LAKELAND ANIMAL WELFARE SOCIETY, INC.  
P.O. BOX 1000  
ELKHORN, WI. 53121  
262-723-1000  
FAX: 262-723-1001

Date

Name

Address

City, State Zip

Re:     [Type of Animal(s)/Animal Name(s)]    

Dear \_\_\_\_\_:

This letter is to inform you that as of the above date, your rights have been terminated concerning the above mentioned animal(s). By ignoring my notice to you dated \_\_\_\_\_ and by failing to seek the return of the animal(s) by petitioning the Walworth County Circuit Court for the return (Wis. State Statute 173.22), the animal(s) has/have become an unclaimed animal(s) (Wis. State Statute 173.19) and is/are now the property of the Lakeland Animal Welfare Society, Inc.

You were previously notified that your     [identify type of animal(s)]     had been removed for the following violations of Wisconsin's Crimes Against Animals, Chapter \_\_\_\_\_ (     [specify title of Chapter]     ).

As of     [date]    , your fee for the cost of care, custody and treatment of the above mentioned animal(s) is \$ \_\_\_\_\_ and is to be made payable to:

Walworth County  
Attention: Finance Department  
100 W. Walworth Street  
PO Box 1001  
Elkhorn, WI 53121

This matter is now concluded where the Lakeland Animal Shelter is concerned.

\_\_\_\_\_  
Signature

Humane Officer  
Walworth County  
Lakeland Animal Welfare Society, Inc.

**CERTIFICATE OF INSURANCE**

To be provided by Lakeland Animal Welfare Society, Inc.

**Resolution No. 29-10/14**  
**Internally Designating Lakeland Health Care Center 2014 Net Position for**  
**Future Building/Equipment**

1 Moved/Sponsored by: Lakeland Health Care Center and the Finance Committee

2  
3 **WHEREAS**, the fiscal yearend for 2013 has been completed; and;

4  
5 **WHEREAS**, Walworth County ordinance Section 30-181 allows for specific Lakeland Health  
6 Care Center (LHCC) unrestricted net position internal designations; and

7  
8 **WHEREAS**, internal designation of net position for equipment allowance in the LHCC fund  
9 was previously set with County Board Resolution No. 07-05/14 as follows:

10  
11           Equipment Allowance                           \$62,823

12  
13 **WHEREAS**, internal designation of fund balance for building allowance in the LHCC fund was  
14 previously set with County Board Resolution No. 07-05/14 as follows:

15  
16           Building Allowance                           \$488,346

17  
18 **WHEREAS**, net position of \$463,740 is available above the county's policy to maintain a 15-  
19 20% minimum net position balance,

20  
21 **WHEREAS**, Walworth County staff recommend the following 2014 additions be made to  
22 previously determined internal designations:

23  
24           Equipment Allowance                   \$103,740  
25           Building Allowance                   \$360,000  
26   \$463,740

27  
28 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that  
29 internal designations for the Lakeland Health Care Center fund's net position shall be adjusted  
30 during 2014 to the following balances:

31  
32           Equipment Allowance           \$ 166,563  
33           Building Allowance           \$ 848,346  
34   \$1,014,909





**Resolution No. 30-10/14**  
**Committing General Fund Balances for Future Building/Equipment**

1 Moved/Sponsored by: Finance Committee

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

5  
6 **WHEREAS**, current committed fund balance available is \$6.5 million,

7  
8 **WHEREAS**, funds of \$2.7 million are available in the General Fund unassigned fund balance in  
9 excess of the 20% minimum reserve balance; and,

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

14  
15 **WHEREAS**, the County has recently completed a needs assessment related to renovations at the  
16 Health and Human Services building; and,

17  
18 **WHEREAS**, the current Health and Human Services building renovation capital improvement  
19 project in the 2015 five year capital plan includes a funding need of \$8,974,800 to be financed  
20 from these committed funds;

21  
22 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
23 allocates \$2.7 million of its available unassigned fund balance to the General Fund  
24 building/equipment committed fund balance account;

25  
26 **BE IT FURTHER RESOLVED** that the Walworth County Board of Supervisors anticipates a  
27 portion of these committed funds shall be utilized for the Health and Human Service building  
28 renovation.

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

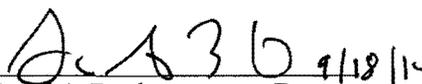
\_\_\_\_\_

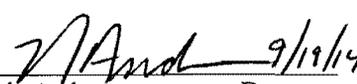
Kimberly S. Bushey  
County Clerk

34  
35 County Board Meeting Date: October 14, 2014

36  
37 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                      Date  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Nicole Ardersen                      Date  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 30-10/14**

- I. **Title:** Committing General Fund Balances for Future Building/Equipment
  
- II. **Purpose and Policy Impact Statement:** County ordinance establishes the ability to commit unassigned fund balance to specific purposes including building/equipment projects.
  
- III. **Budget and Fiscal Impact:** \$9.2 million shall be available in the General Fund for future building or equipment projects. A current estimated cost of \$8,974,800 is expected to be utilized for the Health and Human Services building renovation project currently scheduled in 2018-2019.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

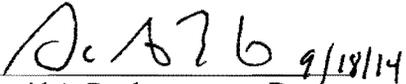
Committee: Finance

Meeting Date: September 18, 2014

Vote: 4-0

County Board Meeting Date: October 14, 2014

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

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

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

**Resolution No. 31-10/14**  
**Authorizing Additions to Previously Established Pre-Approved Recurring Grants List**

1 Moved/Sponsored by: Finance Committee

2

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

5

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

7

8 **WHEREAS**, the Clerk of Courts, Corporation Counsel and District Attorney departments desire  
9 to add the grants noted below to the aforementioned list; and

10

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

14

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

18

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

21

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

24

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

27

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

30

31

1 **BE IT FURTHER RESOLVED** by the Walworth County Board of Supervisors that the follow-  
2 ing recurring grants be and the same are hereby approved.  
3

<b>Program Title - Purpose</b>	<b>Contract Amount / County Share %</b>
<b>DEPARTMENT: Clerk of Courts</b>	
OWI Court Grant	Unrecovered Program Costs
Drug Court Grant	Unrecovered Program Costs
Pretrial Diversion Grant	Unrecovered Program Costs
<b>DEPARTMENT: Corporation Counsel</b>	
CHiPs Legal IV-E Pass through (Children in Need of Protective Services)	Unrecovered Program Costs (70 – 80%)
TPR Adoption IV-E Pass through (Termination of Parental Rights)	Unrecovered Program Costs (55 – 70%)
<b>DEPARTMENT: District Attorney</b>	
Victim Witness Program	Unrecovered Program Costs

4  
5  
6  
7  
8 \_\_\_\_\_  
9 Nancy Russell  
10 County Board Chair

\_\_\_\_\_

11  
12 Kimberly S. Bushey  
13 County Clerk

14 County Board Meeting Date: October 14, 2014

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

16  
17  
18  
19  
20  
21 Policy and Fiscal Note is attached.

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

23 DA 76 9/18/14  
24 David A. Bretl                      Date  
25 County Administrator/Corporation Counsel

N Andersen 9/19/14  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 31-10/14**

**I. Title:** Authorizing Additions to Previously Established Pre-Approved Recurring Grants List

**II. Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize a list of recurring grants.

**III. Budget and Fiscal Impact:** Passage of this resolution will have no fiscal impact on the 2014 budget. Future budgets will reflect updated dollar amounts for each particular recurring grant.

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

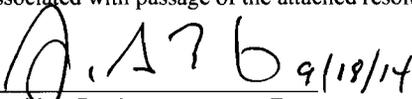
Committee: Finance

Meeting Date: September 18, 2014

Vote: 4-0

County Board Meeting Date: October 14, 2014

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

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

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

**Resolution No. 33-10/14**

**Approving Intergovernmental Cooperation Agreement between Waukesha County and Walworth County Regarding the Provision of Medical Examiner Services to Walworth County**

1 Moved/Sponsored by: Finance Committee

2  
3 **WHEREAS**, County Board Ordinance No. 851-03/14, adopted on March 11, 2014, abolished the  
4 office of Coroner established a Medical Examiner effective January 4, 2015; and,

5  
6 **WHEREAS**, the medical examiner shall perform the duties set forth in state statute and county  
7 ordinance; and,

8  
9 **WHEREAS**, pursuant to the board's direction, staff has negotiated and reached a mutually  
10 acceptable Intergovernmental Cooperation Agreement ("Agreement") with Waukesha County for  
11 the provision of medical examiner services to Walworth County, said Agreement attached hereto.

12  
13 **NOW, THEREFORE, BE IT RESOLVED** that the County Board hereby authorizes the  
14 appropriate Walworth County officials to execute the attached Agreement between Waukesha  
15 County and Walworth County regarding the provision of Medical Examiner services.

16  
17  
18  
19

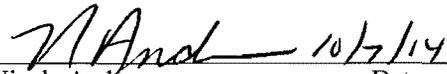
20 \_\_\_\_\_  
21 Nancy Russell  
22 County Board Chair

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

23  
24 County Board Meeting Date: October 14, 2014

25  
26 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	_____ Nicole Andersen Deputy County Administrator - Finance
Date 10/17/14	Date 10/17/14

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

**Policy and Fiscal Note**  
**Resolution No. 33-10/14**

I. **Title:** Approving Intergovernmental Cooperation Agreement between Waukesha County and Walworth County Regarding the Provision of Medical Examiner Services to Walworth County

II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to approve the attached Intergovernmental Cooperation Agreement.

III. **Budget and Fiscal Impact:** For the services provided for in the attached Agreement, for calendar years 2015 and 2016, the fiscal impact of the base fee for services will be \$362,064.72, paid to Waukesha as compensation for services specified in the Agreement. Itemized billing and payments shall be in accordance with Section VI Fee Schedule in the attached Agreement. After the second year of the Agreement, the cost will be adjusted to reflect the actual cost of services.

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

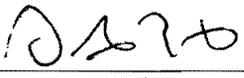
Committee: Finance

Meeting Date: September 18, 2014

Vote: 4 - 0

County Board Meeting Date: October 14, 2014

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

  
\_\_\_\_\_  
David A. Bretl                      10/7/14                      Date  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Nicole Andersen                      10/7/14                      Date  
Deputy County Administrator – Finance

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN WAUKESHA COUNTY AND WALWORTH COUNTY  
REGARDING THE PROVISION OF MEDICAL EXAMINER SERVICES TO  
WALWORTH COUNTY**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made by and between the County of Walworth, a body corporate and politic (“Walworth”) and Waukesha County a body corporate and politic (“Waukesha”).

**RECITALS**

WHEREAS, Waukesha and Walworth each have responsibilities under Chapters 59 and 979 of the Wisconsin Statutes regarding the reporting and investigation of deaths occurring in their respective counties;

WHEREAS, Waukesha instituted the medical examiner system;

WHEREAS, Walworth will no longer have a coroner to perform the mandated activities and has implemented the medical examiner system effective January 5, 2015;

WHEREAS, Walworth desires to contract with Waukesha for its medical examiner services;

WHEREAS, it will be mutually beneficial to Walworth and Waukesha to enter in this Agreement and will not adversely impact the quality of services currently provided by the Waukesha County Medical Examiner to the citizens of Waukesha County;

WHEREAS, this Agreement has been considered and approved by the county boards for each county;

NOW, THEREFORE, in consideration of these premises, Waukesha and Walworth, under the authority of WIS. CONST. art. VI, § 4(2) and §66.0301, Wis. Stats., hereby mutually agree as follows:

**SECTION I  
GENERAL AGREEMENT**

- (a) **Purpose.** The purpose of this Agreement is to establish the parameters under which Waukesha and Walworth will work cooperatively to provide Walworth medical examiner services.
- (b) **Term.** The term of this Agreement shall be five (5) years commencing January 5, 2015 through December 31, 2019 regardless of the dates of the signatures set forth below.
- (c) Walworth shall provide written notice to Waukesha no later than April 1<sup>st</sup> of the fifth year of the Agreement that it will not renew the Agreement at the end of the fifth year.

- (d) After the initial five (5) year term, this Agreement shall be renewed automatically for one additional five (5) year term, unless otherwise amended or terminated. Unless otherwise agreed between the parties, a failure to timely provide such notice of non-renewal shall render said notice invalid and the Agreement shall automatically renew pursuant to the terms of this Agreement. However, thereafter, this Agreement shall terminate at the conclusion of the renewal term, unless thereafter extended by the parties by written amendment to this Agreement.
- (e) Walworth may request to negotiate an amendment by notifying Waukesha, in writing, of the desired amendment by June 1<sup>st</sup> of the year preceding the amendment.
- (f) This Agreement is also subject to termination under the provision in Section V below.
- (g) County Representatives (“CRs”). Waukesha’s medical examiner, Lynda Biedrzycki, shall serve as the primary contact for implementing this Agreement, and may appoint additional representatives to work on specific tasks. Walworth’s administrator, David Bretl, shall serve as the primary contact for implementing this Agreement, and may appoint additional representatives to work on specific tasks. These individuals (a minimum of two) shall constitute the CRs. The CRs shall be the primary administrative and managerial body tasked with overseeing all aspects of Waukesha providing medical examiner services to Walworth. They shall work cooperatively, communicate between entities, and convey decisions, documents, and other information relating to the implementation of this Agreement to relevant personnel.

**SECTION II  
WAUKESHA COUNTY’S OBLIGATIONS**

- (a) Waukesha’s medical examiner shall accept the appointment as Walworth’s medical examiner by Walworth’s county board.
- (b) Waukesha shall provide, on behalf of Walworth, any and all medical examiner services required by Chapters 59 and 979 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter DHS 135 unless specifically designated to Walworth in Section III. These services shall include the following:
  - a. Identification of deceased persons. A protocol, policies and procedures shall be created by Waukesha for implementation by Walworth.
  - b. Death reporting standards and compliance shall be determined by Waukesha to be employed by Walworth.
  - c. Investigations. A protocol, policies and procedures shall be created by Waukesha for implementation by Walworth.

- d. Medication and drug collection. A protocol, policies and procedures shall be created by Waukesha to be implemented by Walworth.
  - e. Issuance of death certificates shall be performed by Waukesha unless Walworth has qualified staff that can be deputized by Waukesha.
  - f. Cremation. Waukesha shall establish a protocol, policies and procedures for the issuance of cremation permits which shall be employed by Walworth.
  - g. Disinterment. Waukesha shall establish a protocol, policies and procedures for the issuance of disinterment permits which shall be employed by Walworth.
- (c) Waukesha shall employ at least one board certified forensic pathologist during the pendency of this Agreement.
- (d) Waukesha currently owns, and shall continue to own and maintain during the pendency of this Agreement, a fully equipped morgue and associated laboratory space necessary for a pathologist to perform autopsies and other investigatory procedures. This space will be available for use by the pathologist utilized by Walworth under this Agreement and there will be no separate charges to Walworth for use of this space.
- (e) Waukesha's pathologist shall provide case work to Walworth which shall include, but not be limited to: internal and external examinations of bodies; obtaining, storing and submitting specimens for toxicological testing, histology, photography, x-rays; and, other consultation work; such as, interpretation of laboratory tests; review and analysis of medical records; discussions with relevant medical professionals; assistance in case disposition and further investigations; scene visits when necessary; medical/forensic research as required which would be considered to be routine in the performance of a medical examiner's duties. Dental identification; bite mark workups; anthropology services; DNA analysis; and genetic testing of specimens shall be utilized if determined to be necessary by Waukesha's CR.
- (f) Waukesha shall provide autopsy services Monday through Saturday from 8:00 a.m. to 4:30 p.m. unless prior arrangement have been made and agreed upon. Telephone consultations and emergency collection of evidence at the morgue will be provided by Waukesha seven (7) days per week, twenty-four (24) hours per day. Autopsy services will not be provided for routine cases after 4:30 p.m. on Saturday until 8:00 a.m. on Monday, unless prior arrangements have been made with and approved by Waukesha's CR or her designee. Waukesha shall provide a verbal report upon completion of an autopsy. Waukesha shall provide preliminary written autopsy findings to Walworth on the next business day following the performance of the autopsy. A complete report with relevant diagrams and photographs will be provided by Waukesha upon completion of the case. Walworth may request, from time to time, for

Waukesha to give priority to certain autopsies. Waukesha agrees to reasonable accommodate Walworth's request for priority for the completion of an autopsy.

- (g) Waukesha shall retain all tissue samples, slides and toxicology samples for the same time frame routinely applied to Waukesha cases, unless Walworth specifies a different time frame and notice is provided to Waukesha, in writing, prior to the disposal of the samples. Waukesha will provide Walworth with its written protocol regarding retention.
- (h) Records for Walworth cases performed by Waukesha shall be considered Walworth's records; however, Waukesha shall be considered to be the custodian of these records for purposes of public records requests. Requests for records of Walworth cases received by Waukesha shall be responded to by Waukesha with consultation from Walworth's corporation counsel. In the event of a challenge to non-disclosure or a claim brought under §19.37, Wis. Stats. Walworth shall provide a defense of Waukesha's response to public record requests. Waukesha will maintain a numbering system for Walworth cases separate from those numbered for Waukesha's own cases.
- (i) Waukesha shall provide usual and customary storage for bodies received from Walworth for Walworth cases at no charge to Walworth. Following the release of a body by Waukesha, Waukesha's regular storage policy and fees shall apply if additional storage by the funeral home or next of kin is required. All relevant fees shall be communicated and charged to the funeral home designated by the next of kin.
- (j) Waukesha shall provide anthropological examinations of animal bones as needed for Walworth cases. Cases requiring extended anthropological examinations shall be at Walworth's expense.
- (k) Waukesha shall provide timely consultation and testimony in criminal cases related to work performed for Walworth under this Agreement.

### **SECTION III WALWORTH COUNTY'S OBLIGATIONS**

- (a) Pursuant to § 59.38, Wis. Stats., Walworth's county board shall authorize Waukesha's medical examiner to be appointed as Walworth's medical examiner.
- (b) Walworth agrees to perform all medical examiner services delegated to it by Waukesha. These services shall include the following:
  - a. Identification of deceased persons. Walworth shall implement and utilize the protocol, policies and procedures shall be created by Waukesha.

- b. Walworth shall report deaths employing the standards and compliance requirements determined by Waukesha.
  - c. Walworth shall notify the families of the deaths of all Walworth residents that come within the jurisdiction of the medical examiner's office.
  - d. Investigations. Walworth shall implement and utilize the protocol, policies and procedures created by Waukesha for the investigation of deaths.
  - e. Medication and drug collection. Walworth shall implement and utilize the protocol, policies and procedures created by Waukesha for the collection, inventory, storage and disposal of medication and drug collection found at the scene of a death or on a deceased person's body.
  - f. Walworth shall issue death certificates if a qualified Walworth staff member is deputized by Waukesha to issue death certificates according to the protocol, policies and procedures created by Waukesha and adopted by Walworth.
  - g. Walworth shall issue cremation permits if a qualified Walworth staff member is deputized by Waukesha to issue cremation certificates according to the protocol, policies and procedures created by Waukesha and adopted by Walworth.
  - h. Walworth shall issue disinterment permits if a qualified Walworth staff member is deputized by Waukesha to issue disinterment certificates according to the protocol, policies and procedures created by Waukesha and adopted by Walworth.
- (c) Walworth represents that it has or will secure, at its own expense, all qualified personnel required to perform the services for which Walworth is responsible under this Agreement. Such personnel shall not be employees of or have a contractual relationship with Waukesha. Such personnel shall be under the direct supervision of Walworth's CR in consultation with Waukesha's CR. "Qualified" is defined as personnel with appropriate training in courses approved by Waukesha.
- (d) Walworth assumes responsibility for its employees that will work with Waukesha including but not limited to employment costs for payroll, social security, unemployment compensation, benefits, etc.; employment related employer's liability exposures such as tort, civil rights, errors and omissions, etc.; OSHA/DWD safety training, education and program compliance.
- (e) Walworth agrees to allow Waukesha to participate in any interview process, if Waukesha desires, for any Walworth new hires that Waukesha will be required to work with in the

provision of Waukesha's services. The ultimate hiring decision, however, will be Walworth's decision.

- (f) Walworth agrees to ensure that staff that Waukesha must work with shall conform to such recognized high professional standards as are prevalent in its field of endeavor and like services.
- (g) Walworth agrees to ensure that all of the services required of it will be performed by it under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- (h) In the event that Waukesha deems the performance of any Walworth personnel to be i) disruptive to Waukesha's ability to fulfill its obligations under this Agreement, ii) or has unsatisfactory performance that causes negative operational impact(s) to Waukesha, iii) or causes Waukesha to commit additional resources to avoid operational impact, iv) or results in a lack of compatibility with Waukesha's staff, v) or exhibits dishonest or belligerent conduct, vi) violates Waukesha rules or policies related to this Agreement, vii) or other causes, Waukesha may request the Walworth staff member(s) to be removed from working with Waukesha and that Walworth agrees to assign a different staff member(s) to work with Waukesha.

Such request by Waukesha shall be in writing and shall provide Walworth the opportunity to review and cure the problem within (10) days to the satisfaction of Waukesha. In the event Walworth does not cure the problem within ten (10) days from the date of notice, Walworth shall remove such staff member and promptly provide a qualified replacement to work with Waukesha. If a replacement is not found within thirty (30) days of the default, Waukesha may terminate this Agreement as set forth in the Agreement.

- (h) Walworth shall be responsible for transporting bodies to Waukesha's facilities at Walworth's expense.
- (i) In addition to the amounts payable for the services of Waukesha pursuant to this Agreement, Walworth shall be financially responsible for all expenses incurred for extraordinary testing, analysis, and other fees for services considered necessary by Waukesha for case investigation and determinations. Waukesha will notify Walworth when Waukesha determines that services from outside sources are necessitated. Whenever possible, Waukesha will attempt to have Walworth directly billed for such services. In the event that Waukesha is billed by a third party provider, Walworth will separately compensate Waukesha for said expenses upon presentation of proof of Waukesha's payment for the expense.

- (j) Walworth shall defend, hold harmless and indemnify Waukesha, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of work performed on a Walworth case by any Waukesha or Walworth employee or any Walworth agent or contractor unless such liability arises out of Waukesha's gross negligence.
- (k) Walworth shall bear responsibility to make notifications of death to all interested parties and to coordinate with funeral homes chosen by the next of kin or other responsible parties for removal of bodies from the Waukesha storage facility.
- (l) At its discretion, Walworth may send observers to any autopsy of a Walworth case performed by Waukesha. Walworth observers must comply with the direction of Waukesha, at all times, while on Waukesha's premises. The provisions of paragraph (j) shall apply to any observers sent by Walworth for Walworth cases.
- (m) Walworth shall provide Waukesha with pertinent investigative information correlating with autopsies performed by Waukesha under this Agreement.
- (n) Any contractor or expert retained by Walworth who will perform work on a Walworth case on Waukesha's premises shall obtain Waukesha's permission to access and use those premises. Such permission shall not be unreasonably withheld; however, any contractor or expert retained by Walworth will, at a minimum, be expected to meet OSHA and other safety regulations and policies determined by Waukesha authorities as applicable to Waukesha's premises.

**SECTION IV  
STATEMENT OF COMMITMENT; DISPUTE RESOLUTION**

- (a) Cooperation. The parties are entering into this Agreement with a full understanding that the success of Waukesha providing medical examiner services to Walworth depends upon the commitment of the parties to work diligently and cooperatively to accomplish their mutual objectives with respect to Waukesha's provision of medical examiner services. In order to do so, the parties agree to each use their best efforts to implement and carry out this Agreement.
- (b) Dr. Mark Molot. Walworth has, for many years, utilized the services of a highly-skilled pathologist, Dr. Mark Molot ("Molot"), who has performed autopsies and other work at a morgue located at the Aurora hospital in Elkhorn. The parties recognize the value of Dr. Molot's services and agree that, subject to mutual agreement between Dr. Molot and Waukesha, Dr. Molot may be assigned cases and perform autopsies. Dr. Molot shall be paid his usual and customary fees, including but not limited to, diener fees, facility charges and transcription costs. If Walworth pays these fees, it shall receive a credit from Waukesha.

- (c) Resolution of Disputes. The parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in the spirit of cooperation consistent with the intent of this Agreement. When a disputed issue arises, the CRs shall commence negotiations with respect thereto. If the issue cannot be satisfactorily resolved within sixty (60) days of commencement of negotiations, both parties may mutually agree to mediation or either party may pursue any remedy to which they are entitled under this Agreement, at law, or in equity.

## SECTION V TERMINATION UPON BREACH

Notwithstanding Section I(b), either party may terminate this Agreement based upon the other party's material breach of this Agreement, so long as (i) the terminating party provides the non-terminating party written notice of at least 90 days, (ii) such written notice explains and describes the nature of the material breach in reasonable detail; and (iii) the breaching party was given a reasonable period of time to cure.

## SECTION VI FEE SCHEDULE

- (a) In consideration for the services provided for in this Agreement, for calendar year 2015 and 2016, Walworth shall pay Waukesha the sum of Three Hundred Sixty-Two Thousand Sixty-Four and 72/100 Dollars (\$362,064.72) as compensation for all services as specified in this Agreement. Waukesha shall provide Walworth with an itemized bill for any services provided which are in addition to the base fee.
- (b) Payments shall be made in four equal quarterly payments, payable by the 15<sup>th</sup> of each month following the quarter in which services are performed, except the fourth quarter, as follows:
- April 15
  - July 15
  - October 15
  - December 31
- (c) During the third through fifth years of this Agreement, Walworth shall pay for Waukesha's actual cost of providing medical examiner services to Walworth. The minimum amount to be paid in the third and subsequent years shall not be less than eighty-five percent (85%) of the Agreement cost in the preceding year, and the maximum shall not be more than one hundred fifteen percent (115%) of the Agreement cost in the preceding year, based on actual cost in the preceding year of this Agreement.

- (d) During the first year of the renewal term through the fifth year of the renewal term, Walworth shall pay for Waukesha's actual cost of providing medical examiner services to Walworth. The minimum amount to be paid in the first and subsequent years shall not be less than eighty-five percent (85%) of the Agreement cost in the preceding year, and the maximum shall not be more than one hundred fifteen percent (115%) of the Agreement cost in the preceding year, based on actual cost in the preceding year of this Agreement.
- (e) Walworth's financial obligations pursuant to this Agreement shall survive regardless of the time of termination of this agreement during any year of this Agreement. This provision shall not apply in the event it is determined that Waukesha has materially breached this Agreement and failed to cure the material breach.

## **SECTION VII MISCELLANEOUS PROVISIONS**

- (a) Entire Agreement. The entire agreement of the parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes any other intergovernmental cooperation agreement on this subject matter, including but not limited to any and all related oral negotiations.
- (b) Modification. This Agreement may only be modified by a writing signed by both parties and identified as an amendment to or modification of this Agreement.
- (c) Authorizing Resolutions. This Agreement is entered into by the parties pursuant to authority granted under section 66.0301, Wis. Stats., and other provisions of the Wisconsin Statutes. By resolution or ordinance adopted by its governing body, each party has authorized and directed the representatives of the governing body to enter this Agreement on behalf of the party.
- (d) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.
- (e) Governing Law. This Agreement is entered into and shall be construed in accordance with the laws of the State of Wisconsin.
- (f) Effective Date. This Agreement shall become effective and binding on both Waukesha and Walworth upon the last date of execution by either party.
- (g) Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect.

(h) Nonwaiver. No provision of this Agreement will be deemed waived by reason of one party delaying or failing to enforce the provision on one or more occasion. Any waiver of a provision given on one occasion shall not obviate the need to obtain future waivers of the same provision or excuse a future breach of that provision.

(i) Notices. Any notices required or permitted under this Agreement shall be in writing and shall be considered given upon delivery, if personally delivered or emailed with evidence thereof, or one (1) business day after deposit with a nationally-recognized commercial courier, or two (2) business days after deposit in the United States Postal Service, certified or registered mail, postage prepaid, in all cases addressed as follows:

If to Waukesha County: Waukesha County  
Dr. Lynda Biedrzycki  
Medical Examiner  
515 W. Moreland Blvd.  
Waukesha, WI 53188

If to Walworth County: Walworth County  
David Bretl  
County Administrator  
Post Office Box 1001  
Elkhorn, WI 53121

(j) No Assignment. No party to this Agreement may assign its interest in this Agreement to any other entity or individual without the express written consent of the other Party.

(k) Counterparts. This Agreement may be executed in one or more counterparts, which, when combined with the other counterparts, shall constitute and be a completely executed document and one single agreement. Signatures submitted by photocopy, facsimile or electronic transmission shall be deemed original, fully enforceable against the party whose signature is represented thereon; but no one party's signature shall be binding until all signatures have been added hereto.

(l) Force Majeure. Except as otherwise specifically provided herein, no party shall be considered in default in the performance of any of its obligations under this Agreement when there is an occurrence of an event of Force Majeure and the result is a delay or failure to perform the obligation, and no party shall be liable to the other for any loss or damage suffered as a result of such delay or failure. If performance is delayed or rendered impossible by an event of Force Majeure, the party claiming a Force Majeure event shall immediately give notice to the other party of the nature of such conditions, the extent of the delay expected, and the estimated capital costs to resume performance, and shall use its best efforts to promptly resume performance. If the expected delay is greater than one-hundred eighty (180) calendar days, the



**Resolution No. 34-10/14**

**Approving Intergovernmental Cooperation Agreement between Waukesha County and Walworth County Regarding the Provision of Transition Services to Medical Examiner System**

1 Moved/Sponsored by: Finance Committee

2  
3 **WHEREAS**, County Board Ordinance No. 851-03/14, adopted on March 11, 2014, abolished the  
4 office of Coroner established a Medical Examiner effective January 4, 2015; and,

5  
6 **WHEREAS**, the medical examiner shall perform the duties set forth in state statute and county  
7 ordinance; and,

8  
9 **WHEREAS**, pursuant to the board’s direction, staff has negotiated and reached a mutually acceptable  
10 Intergovernmental Cooperation Agreement (“Agreement”) with Waukesha County for the provision of  
11 medical examiner services; and,

12  
13 **WHEREAS**, in order to provide a smooth transition, it is desirable to work with Waukesha County on  
14 issues such as staffing and protocols; and,

15  
16 **WHEREAS**, staff has negotiated a contract with Waukesha County for the provision of services to  
17 assist with the transition to medical examiner.

18  
19 **NOW, THEREFORE, BE IT RESOLVED** that the County Board hereby authorizes the appropriate  
20 Walworth County officials to execute the attached Agreement between Waukesha County and  
21 Walworth County regarding the provision of transition services to medical examiner system.

22  
23  
24  
25  
26 \_\_\_\_\_  
27 Nancy Russell  
28 County Board Chair

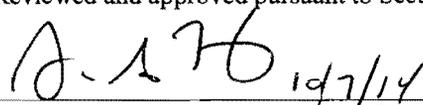
\_\_\_\_\_

Kimberly S. Bushey  
County Clerk

29 County Board Meeting Date:

30  
31 Action Required:    Majority Vote \_\_\_\_\_    Two-thirds Vote  X     Other \_\_\_\_\_

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

 10/27/14  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 10/27/14  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 34-10/14**

- I. **Title:** Approving Intergovernmental Cooperation Agreement between Waukesha County and Walworth County Regarding the Provision of Transition Services to Medical Examiner System
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to approve the attached Intergovernmental Agreement.
  
- III. **Budget and Fiscal Impact:** For the services provided for in the attached Agreement, from October 15, 2014 through February 15, 2015, the fiscal impact on the county budget will be \$47,364.00, paid to Waukesha County in accordance with Section VI Fee Schedule in the attached Agreement.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

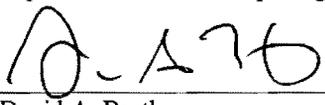
Committee: Finance

Meeting Date: September 18, 2014

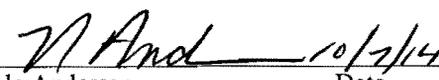
Vote: 4 - 0

County Board Meeting Date: October 14, 2014

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

 10/7/14  
Date

David A. Bretl  
County Administrator/Corporation Counsel

 10/7/14  
Date

Nicole Andersen  
Deputy County Administrator – Finance

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN WAUKESHA COUNTY AND WALWORTH COUNTY  
REGARDING THE PROVISION OF TRANSITION SERVICES TO MEDICAL  
EXAMINER SYSTEM**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made by and between the County of Walworth, a body corporate and politic (“Walworth”) and Waukesha County a body corporate and politic (“Waukesha”).

**RECITALS**

WHEREAS, Waukesha and Walworth each have responsibilities under Chapters 59 and 979 of the Wisconsin Statutes regarding the reporting and investigation of deaths occurring in their respective counties;

WHEREAS, Walworth and Waukesha both desire to begin the implementation of the proper protocols, policies and procedures necessary for Walworth to fulfill its obligations under the law prior to the expected start date of January 5, 2015 of the Intergovernmental Agreement between Waukesha and Walworth;

WHEREAS, Walworth desires to contract with Waukesha to begin the transition to the medical examiner system;

WHEREAS, it will be mutually beneficial to Walworth and Waukesha to enter in this Agreement and will not adversely impact the quality of services currently provided by the Waukesha County Medical Examiner to the citizens of Waukesha County;

NOW, THEREFORE, in consideration of these premises, Waukesha and Walworth, under the authority of WIS. CONST. art. VI, § 4(2) and §66.0301, Wis. Stats., hereby mutually agree as follows:

**SECTION I  
GENERAL AGREEMENT**

- (a) Purpose. The purpose of this Agreement is to establish the parameters under which Waukesha and Walworth will work cooperatively to transition Walworth to a medical examiner system.
- (b) Term. The term of this Agreement for the transition to a medical examiner system shall be from October 15, 2014 through February 15, 2015. This Agreement is also subject to termination under the provision in Section V below.
- (c) County Representatives (“CRs”). Waukesha’s medical examiner, Dr. Lynda Biedrzycki, shall serve as the primary contact for implementing this Agreement, and Dr. Lynda Biedrzycki may appoint additional representatives to work on specific tasks. Walworth’s administrator, David Bretl, shall serve as the primary contact for implementing this Agreement, and may appoint

additional representatives to work on specific tasks. These individuals (a minimum of two) shall constitute the CRs. The CRs shall be the primary administrative and managerial body tasked with overseeing all aspects of Waukesha providing interim medical examiner services to Walworth and transitioning Walworth to a medical examiner system. They shall work cooperatively, communicate between entities, and convey decisions, documents, and other information relating to the implementation of this Agreement to relevant personnel.

## **SECTION II WAUKESHA COUNTY'S OBLIGATIONS**

- (a) Waukesha shall provide a deputy medical examiner an average of four (4) days per week during the term of this Agreement to develop and implement protocols, policies and procedures in preparation of Walworth's transition to a medical examiner system. These services shall include the following:
- a. Identification of deceased persons. A protocol, policies and procedures shall be created by Waukesha for implementation by Walworth.
  - b. Death reporting standards and compliance shall be determined by Waukesha to be employed by Walworth.
  - c. Investigations. A protocol, policies and procedures shall be created by Waukesha for implementation by Walworth.
  - d. Medication and drug collection. A protocol, policies and procedures shall be created by Waukesha to be implemented by Walworth.
  - e. Cremation. Waukesha shall establish a protocol, policies and procedures for the issuance of cremation permits which shall be employed by Walworth.
  - f. Disinterment. Waukesha shall establish a protocol, policies and procedures for the issuance of disinterment permits which shall be employed by Walworth.
- (b) Waukesha shall prepare its records and data systems for the transition so that Walworth's records can be retained and accessed as necessary.
- (c) Waukesha shall prepare its phone system for the transition so that Walworth's calls can be handled by Waukesha as necessary.
- (d) Waukesha shall participate in the interview process for any deputy medical examiner position that shall be created in Walworth.

**SECTION III  
WALWORTH COUNTY'S OBLIGATIONS**

- (a) Walworth agrees to perform and/or assist in all transitional functions requested by Waukesha.
- (b) Walworth represents that it has or will secure, at its own expense, all qualified personnel required to perform the services for which Walworth is responsible under this Agreement. Such personnel shall not be employees of or have a contractual relationship with Waukesha. Such personnel shall be under the direct supervision of Walworth's CR in consultation with Waukesha's CR. "Qualified" is defined as personnel with appropriate training in courses approved by Waukesha.
- (c) Walworth assumes responsibility for its employees that will work with Waukesha including but not limited to employment costs for payroll, social security, unemployment compensation, benefits, etc.; employment related employer's liability exposures such as tort, civil rights, errors and omissions, etc.; OSHA/DWD safety training, education and program compliance.
- (d) Walworth encourages Waukesha to participate in any interview process for any Walworth new hires that Waukesha will be required to work with in the provision of Waukesha's services. The ultimate hiring decision, however, will be Walworth's decision.
- (e) Walworth agrees to ensure that staff that Waukesha must work with shall conform to such recognized high professional standards as are prevalent in its field of endeavor and like services.
- (f) Walworth agrees to ensure that all of the services required of it will be performed by it under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- (g) In the event that Waukesha deems the performance of any Walworth personnel to be i) disruptive to Waukesha's ability to fulfill its obligations under this Agreement, ii) or has unsatisfactory performance that causes negative operational impact(s) to Waukesha, iii) or causes Waukesha to commit additional resources to avoid operational impact, iv) or results in a lack of compatibility with Waukesha's staff, v) or exhibits dishonest or belligerent conduct, vi) violates Waukesha rules or policies related to this Agreement, vii) or other causes, Waukesha may request the Walworth staff member(s) to be removed from working with Waukesha and that Walworth agrees to assign a different staff member(s) to work with Waukesha.

Such request by Waukesha shall be in writing and shall provide Walworth the opportunity to review and cure the problem within (10) days to the satisfaction of Waukesha. In the event Walworth does not cure the problem within ten (10) days from the date of notice, Walworth shall remove such staff member and promptly provide a qualified replacement to work with Waukesha. If a replacement is not found within thirty (30) days of the default, Waukesha may terminate this Agreement as set forth in the Agreement.

- (h) In addition to the amounts payable for the services of Waukesha pursuant to this Agreement, Walworth shall be financially responsible for expenses for outside resources incurred for preparing Walworth's office for the transition. Examples of such costs include but are not limited to phone lines and computer hardware. Waukesha will consult with Walworth when Waukesha determines that services from outside sources are necessitated. Whenever possible, Waukesha will attempt to have Walworth directly billed for such services. In the event that Waukesha is billed by a third party provider, Walworth will separately compensate Waukesha for said expenses upon presentation of proof of Waukesha's payment for the expense.

#### **SECTION IV STATEMENT OF COMMITMENT; DISPUTE RESOLUTION**

- (a) Cooperation. The parties are entering into this Agreement with a full understanding that the success of Waukesha providing medical examiner services to Walworth depends upon the commitment of the parties to work diligently and cooperatively to accomplish their mutual objectives with respect to Waukesha's provision of medical examiner services. In order to do so, the parties agree to each use their best efforts to implement and carry out this Agreement.
- (b) Resolution of Disputes. The parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in the spirit of cooperation consistent with the intent of this Agreement. When a disputed issue arises, the CRs shall commence negotiations with respect thereto. If the issue cannot be satisfactorily resolved within fourteen (14) days of commencement of negotiations, both parties may mutually agree to mediation or either party may pursue any remedy to which they are entitled under this Agreement, at law, or in equity.

#### **SECTION V TERMINATION UPON BREACH**

Notwithstanding **Section I(b)**, either party may terminate this Agreement based upon the other party's material breach of this Agreement, so long as (i) the terminating party provides the non-terminating party written notice of at least seven (7) days, (ii) such written notice explains and

describes the nature of the material breach in reasonable detail; and (iii) the breaching party was given a reasonable period of time to cure.

## **SECTION VI FEE SCHEDULE**

- (a) In consideration for the transition services provided for in this Agreement, from October 15, 2014 through February 15, 2015, Walworth shall pay Waukesha the sum of Forty-Seven Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$47,364.00).
- (b) Payments shall be made monthly, payable by the end of each month following the month in which services are performed as follows:
- November 30:           \$17,399.00
  - December 31:         \$17,399.00
  - January 31:           \$ 6,283.00
  - February 28:         \$ 6,283.00
- (c) Walworth's financial obligations pursuant to this Agreement shall survive regardless of the time of termination of this agreement during any year of this Agreement.

## **SECTION VII MISCELLANEOUS PROVISIONS**

- (a) Entire Agreement. The entire agreement of the parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes any and all related oral negotiations.
- (b) Modification. This Agreement may only be modified by a writing signed by both parties and identified as an amendment to or modification of this Agreement.
- (c) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.
- (d) Governing Law. This Agreement is entered into and shall be construed in accordance with the laws of the State of Wisconsin.
- (e) Effective Date. This Agreement shall become effective and binding on both Waukesha and Walworth upon the last date of execution by either party.
- (f) Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed as if the invalid

or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect.

- (g) Nonwaiver. No provision of this Agreement will be deemed waived by reason of one party delaying or failing to enforce the provision on one or more occasion. Any waiver of a provision given on one occasion shall not obviate the need to obtain future waivers of the same provision or excuse a future breach of that provision.
- (h) Notices. Any notices required or permitted under this Agreement shall be in writing and shall be considered given upon delivery, if personally delivered or emailed with evidence thereof, or one (1) business day after deposit with a nationally-recognized commercial courier, or two (2) business days after deposit in the United States Postal Service, certified or registered mail, postage prepaid, in all cases addressed as follows:

If to Waukesha County: Waukesha County  
Dr. Lynda Biedrzycki  
Medical Examiner  
515 W. Moreland Blvd.  
Waukesha, WI 53188

If to Walworth County: Walworth County  
David Bretl  
County Administrator  
Post Office Box 1001  
Elkhorn, WI 53121

- (i) No Assignment. No party to this Agreement may assign its interest in this Agreement to any other entity or individual without the express written consent of the other Party.
- (j) Counterparts. This Agreement may be executed in one or more counterparts, which, when combined with the other counterparts, shall constitute and be a completely executed document and one single agreement. Signatures submitted by photocopy, facsimile or electronic transmission shall be deemed original, fully enforceable against the party whose signature is represented thereon; but no one party's signature shall be binding until all signatures have been added hereto.
- (k) Force Majeure. Except as otherwise specifically provided herein, no party shall be considered in default in the performance of any of its obligations under this Agreement when there is an occurrence of an event of Force Majeure and the result is a delay or failure to perform the obligation, and no party shall be liable to the other for any loss or damage suffered as a result of such delay or failure. If performance is delayed or rendered impossible by an event of Force

Majeure, the party claiming a Force Majeure event shall immediately give notice to the other party of the nature of such conditions, the extent of the delay expected, and the estimated capital costs to resume performance, and shall use its best efforts to promptly resume performance. If the expected delay is greater than fourteen (14) calendar days, the party receiving the notice shall have the right to terminate this Agreement by giving written notice to the other party. "Force Majeure," as used herein, shall mean any condition affecting a party in connection with this Agreement, which condition is beyond the reasonable control of the party, including without limitation: acts of God, natural disaster, flood, fire, riot explosion, war or actions or decrees of governmental bodies.

- (l) Authority of Coroner. The parties understand that the Walworth Office of Coroner exists, until that office is abolished at the end of the term (January 5, 2015). Nothing in this Agreement shall abrogate the authority of the coroner. While it is fully expected that the coroner will cooperate to provide a smooth transition, the Walworth CR cannot compel the coroner to take any action since it is an independent office.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



**ORDINANCE NO. 883 – 10/14**

**AMENDING SECTIONS 15-6 AND 15-17 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO THE RECLASSIFICATION OF THE HS SUPERVISOR-ADMINISTRATION**

**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 shown by underline; deletions shown by strike-through):**

**“Sec. 15-6. At-will employment.**

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
<u>HS Manager-Administrative Services</u>	<u>Health and Human Services</u>	<u>October 14, 2014</u>
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 Specialist	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
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Shop	Public Works	April 21, 2009
Business Services Manager	Public Works	November 9, 2010
County Engineer	Public Works	October 8, 2013
Facilities Manager	Public Works	April 21, 2009
Highway Operations Manager	Public Works	November 9, 2010

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

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

1	(j) <i>Health &amp; Human Services</i>	
2		
3	CLASSIFICATION TITLE	FTE
4		
5	Account Clerk II	1.00
6	Account Clerk III	2.00
7	Account Clerk IV	1.00
8	Administrative Secretary II	1.00
9	Associate Nutrition Specialist	1.00
10	Behavior Analyst	1.00
11	Child Support Lead Worker	1.00
12	Clerk I	1.00
13	Clerk II	2.60
14	Clerk III	1.00
15	Clerk IV	14.00
16	Deputy Director – Health & Human Services	1.75
17	Director – Health & Human Services	1.00
18	Economic Support Lead Worker	1.00
19	Economic Support Specialist	16.00
20	Economic Support Specialist (Project Position)	6.00
21	Energy Assistance Coordinator	1.00
22	Environmental Health Specialist	1.00
23	HHS Site Worker	1.00
24	<u>HS Manager-Administrative Services</u>	<u>1.00</u>
25	HS Manager-Aging & Long Term Care	1.00
26	HS Manager- Behavioral Health Services	1.00
27	HS Manager- Children’s Services	1.00
28	HS Manager-Mental Health Recovery Services	1.00
29	HS Manager-Public Health	1.00
30	HS Specialist I	55.88
31	HS Specialist I (AODA Grant)	2.00
32	HS Specialist II	1.00
33	HS Specialist III	10.00
34	HS Specialist IV	1.00
35	<u>HS Supervisor-Administration</u>	<u>1.00</u>
36	HS Supervisor-ADRC	1.00
37	HS Supervisor-Behavioral Health	1.00
38	HS Supervisor-Child Support	1.00
39	HS Supervisor-Community Support Case Management	1.00
40	HS Supervisor-Community Support Program	1.00
41	HS Supervisor-Crisis Intervention	1.00
42	HS Supervisor-Economic Support	2.00
43	HS Supervisor-Fiscal Support	1.00
44	HS Supervisor-Juvenile Court Intake/Child Abuse & Neglect	1.00
45	HS Supervisor-Nutrition	1.00
46	HS Supervisor-Ongoing Case Management	1.00

1	HS Supervisor-Public Health	1.00
2	HS Supervisor-Support Services	1.00
3	HS Supervisor-Transportation	1.00
4	HS Supervisor-WIC	1.00
5	HS Worker IV	1.00
6	Medicare Specialist	0.20
7	Nutrition Site Worker	1.87
8	Nutrition Specialist	1.00
9	Paternity Specialist	1.00
10	Physician Support Assistant	1.00
11	Program Assistant	1.00
12	Public Health Nurse BSN	4.00
13	Receptionist/Clerk	4.04
14	Registered Occupational Therapist	1.00
15	RN (Mental Health)	2.00
16	Secretary – Confidential	1.00
17	Senior Accountant <sup>1</sup>	1.75
18	Support Specialist	5.00
19	Teacher	1.00
20	Van Driver	3.40
21	Total Health & Human Services FTEs	177.49

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

23  
24 **PART III: This ordinance shall become effective upon passage and publication.**

25  
26 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of  
27 October 2014.

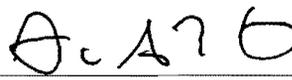
31  
32 \_\_\_\_\_  
33 Nancy Russell  
34 County Board Chair

31  
32 \_\_\_\_\_  
33 Kimberly S. Bushey  
34 Attest: County Clerk

35 **County Board Meeting Date:** October 14, 2014

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

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

 9/18/14  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 9/19/14  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator-Finance

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



ORDINANCE NO. 884 – 10/14

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF  
ORDINANCES RELATING TO THE RECLASSIFICATION OF A UNIT CLERK AND  
AN RN-UNIT SUPERVISOR

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

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

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

9  
10 (m) *Lakeland Health Care Center*

CLASSIFICATION TITLE	FTE
Account Clerk I	1.56
Account Clerk III	4.00
Administrator – LHCC	1.00
Admissions Coordinator	1.00
Assistant Nurse Manager	<del>1.00</del> <u>2.00</u>
Certified Medical Assistant	3.00
Certified Nursing Asst	71.96
Clerk IV	1.00
Clinical Dietician/Quality Operations Manager	1.00
Cook	3.00
Director of Nursing	1.00
Food Service Coordinator	1.00
Food Service Worker	5.70
Licensed Beautician	0.60
LPN - Unit Supervisor	<del>8.80</del> <u>9.80</u>
MDS Coordinator	1.00
Maintenance Coordinator	1.00
Maintenance Technician	2.00
Nurse Manager	2.00
Receptionist	0.18
Recreation Therapy Coordinator	1.00
Recreation Therapy Leader	2.00
Recreational Therapist	1.00
Restorative Therapy Aide/Clinic Asst	1.00
RN - Unit Supervisor	<del>9.80</del> <u>8.80</u>
Senior Accountant <sup>1</sup>	0.25
Social Worker	1.50



**Ordinance No. 884-10/14**  
**Fiscal Note and Policy Impact Statement**

- I. **Title:** Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Reclassification of a Unit Clerk and an RN-Unit Supervisor
- II. **Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to reclassify the Unit Clerk to an LPN-Unit Supervisor and to reclassify an RN-Unit Supervisor to an Assistant Nurse Manager
- III. **Is this a budgeted item and what is its fiscal impact:** The reclassification of the vacant RN-Unit Supervisor position will cost approximately \$1,811 for the remainder of 2014. (This figure is based on an October 20, 2014 start date for this position). Due to the vacancy in the position, this additional cost can be covered within the existing budget. Annually, this reclassification will pose an approximate increased cost of \$2,411 and will be included in future budgets. The reclassification of the vacant Unit Clerk position will cost approximately \$4,413 for the remainder of 2014 (with an anticipated start date of October 20, 2014). Due to the vacancy in this position, this additional cost can also be covered within the existing budget. Annually, this reclassification will pose an approximate increased cost of \$22,242 and will be included in future budgets.
- IV. **Referred to the following standing committee(s) for consideration and date of referral:**

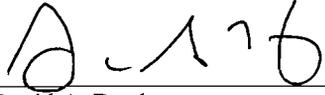
Committee: Human Resources Committee

Date: September 17, 2014

Vote: 5-0

County Board Meeting Date: October 14, 2014

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

  
\_\_\_\_\_  
Date 9/18/14  
David A. Bretl  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Date 9/19/14  
Nicole Andersen  
Deputy County Administrator-Finance

**ORDINANCE NO. 885 – 10/14**

**AMENDING SECTION 15-359 OF THE WALWORTH COUNTY CODE OF ORDINANCES  
RELATING TO SPECIAL PAY PREMIUMS FOR THE EXTENDED SCHOOL YEAR**

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

1 **PART I:** That section 15-394 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. 15-359. Special pay premiums.  
 5

Type of Premium	How Much	Who	Special Notes
Extended School Year Therapy	110% of current hourly rate	<del>Physical Therapists Occupational Therapists</del> <u>Staff Certified to Perform Specific IEP Services</u>	n/a

6  
 7 **PART II:** That this ordinance shall become effective upon passage and publication.  
 8

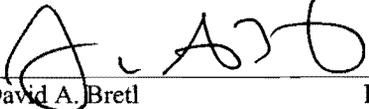
9 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of October  
 10 2014.  
 11

12  
 13  
 14 \_\_\_\_\_  
 15 Nancy Russell  
 16 County Board Chair

17 \_\_\_\_\_  
 18 Kimberly S. Bushey  
 19 Attest: County Clerk

17 County Board Meeting Date: October 14, 2014

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

Policy and Fiscal Note is attached. Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:	
 _____ David A. Bretl County Administrator/Corporation Counsel	 _____ Nicole Andersen Deputy County Administrator - Finance
Date 9/18/14	Date 9/19/14
If unsigned, exceptions shall be so noted by the County Administrator.	



ORDINANCE NO. 886 – 10/14

CREATING SECTION 15-366 OF THE WALWORTH COUNTY CODE OF ORDINANCES  
RELATING TO SAFETY SHOE STIPEND FOR CERTAIN LHCC EMPLOYEES

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 PART I: That section 15-366 of the Walworth County Code of Ordinances is hereby created  
2 to read as follows:  
3

4 “Sec. 15-366. Safety shoes for certain Lakeland Health Care Center employees.  
5

6 The county shall pay an annual stipend in the amount of \$75 to employees in the  
7 maintenance technician and maintenance coordinator classifications at the Lakeland Health Care  
8 Center for the purchase of safety shoes. The stipend shall be paid on the first paycheck in February.  
9 The stipend shall not be pro-rated for a new hire within the annual period.”  
10

11 PART II: That this ordinance shall become effective upon passage and publication.  
12

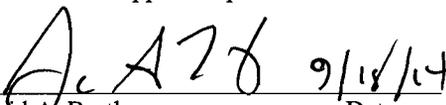
13 PASSED and ADOPTED by the Walworth County Board of Supervisors this 14<sup>th</sup> day of October  
14 2014.  
15  
16  
17

18 \_\_\_\_\_  
19 Nancy Russell  
20 County Board Chair  
21

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

22 County Board Meeting Date: October 14, 2014

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

Policy and Fiscal Note is attached.  
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:  
 9/18/14  
\_\_\_\_\_  
David A. Bretl Date  
County Administrator/Corporation Counsel  
 9/19/14  
\_\_\_\_\_  
Nicole Andersen Date  
Deputy County Administrator - Finance  
If unsigned, exceptions shall be so noted by the County Administrator.



ORDINANCE NO. 887 – 10/14

AMENDING SECTIONS 15-154 AND 15-601 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO SAFETY

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 **PART I: That section 15-154 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. 15-154. Safety considerations.**

5  
6 The ~~director or designee, in consultation with~~ a department head, in consultation with the  
7 director, shall determine methods of operation to be in compliance with all applicable occupational  
8 safety regulations within their respective department. Universal precautions, engineering and work  
9 practice controls, and personal protective equipment shall be used where appropriate to provide a  
10 safe workplace.”

11  
12 **PART II: That section 15-601 of the Walworth County Code of Ordinances is hereby**  
13 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
14 **text):**

15  
16 **“Sec. 15-601. Responsibility for safety.**

17  
18 (a) The ~~director~~ department head, in consultation with the director, shall develop and  
19 administer a ~~county~~ departmental safety plan that identifies and eliminates safety and health risks  
20 and ensures compliance with applicable laws and regulations. Each ~~management representative~~  
21 department head shall be responsible for carrying out ~~supervisory duties under the county~~ safety plan  
22 in their respective department to ensure the safety of employees.

23  
24 (b) Employee safety committees comprised of members of labor and management shall  
25 meet on a regular basis for the purpose of resolving safety concerns in the workplace and identifying  
26 and recommending solutions.

27  
28 (c) Drug and alcohol testing shall be used to ensure safe practices, subject to section 15-  
29 810.”

30  
31 **PART III: That this ordinance shall become effective upon passage and publication.**

32  
33 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of October  
34 2014.

35  
36  
37  
38 \_\_\_\_\_  
39 Nancy Russell  
County Board Chair

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

1 County Board Meeting Date: October 14, 2014

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:

DLA36 9/18/14  
David A. Bretl Date  
County Administrator/Corporation Counsel

N Andersen 9/19/14  
Nicole Andersen Date  
Deputy County Administrator - Finance

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



ORDINANCE NO. 888 – 10/14

AMENDING SECTION 15-333 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO STEP INCREASE DATES FOR CDEB MANAGEMENT STAFF

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That section 15-333 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. 15-333. Pay plan administration.

(g) Step advancement. A regular employee, except as provided in subsections (1), &(2) & (3), shall be eligible to advance to a higher step, if any, in the pay range based on performance in the position. A completed performance evaluation showing an above average performance during the prior year must be on file with the director prior to the employee receiving a step increase. An employee receiving an evaluation with an average or lower rating will not be eligible for a step increase. Time is measured from the date the employee last received a step change or change in base pay (MX pay plan) and is based on the assigned time between steps as prescribed by their salary schedule. A casual, limited term or student employee shall not be eligible for step advancement.

(1) Salary advancement for deputy sheriff association employees is addressed in the collective bargaining agreement.

(2) Salary advancement for CDEB professional employees is addressed in sections 15-1040 through 15-1043.

(3) CDEB management-staff (“Q”) receiving an above average or higher performance evaluation shall be eligible to advance to a higher step, if any, at the beginning of the upcoming school year.”

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

PASSED and ADOPTED by the Walworth County Board of Supervisors this 14<sup>th</sup> day of October 2014.

Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: October 14, 2014

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





**ORDINANCE NO. 889 – 10/14**

**CREATING SECTIONS 15-540 AND 15-549 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO SPECIAL BENEFIT PROVISIONS FOR CDEB PROFESSIONAL EMPLOYEES**

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

1 **PART I: That section 15-540 of the Walworth County Code of Ordinances is hereby created**  
2 **to read as follows:**

3  
4 **“Sec. 15-540. Special health and dental provisions for CDEB professional employees.**

5  
6 For CDEB professional employees, as defined in 15-4, coverage for health and dental  
7 insurance will continue on the same basis as an active employee through the summer provided the  
8 employee has paid the employee portion (if an employee portion is required) of the plan cost for this  
9 period. An employee not returning for the next semester/term who has completed his or her contract  
10 through the end of the school year shall receive employer-paid benefits up to the end of the month  
11 prior to the start of the next school year, provided the employee has paid his or her portion (if  
12 required) of said benefits.”

13  
14 **PART II: That section 15-549 of the Walworth County Code of Ordinances is hereby created**  
15 **to read as follows:**

16  
17 **“Sec. 15-549. Special other group insurance benefit provisions for CDEB professional**  
18 **employees.**

19  
20 For CDEB professional employees, as defined in 15-4, coverage for life insurance and long-  
21 term disability will continue on the same basis as an active employee through the summer provided  
22 the employee has paid the employee portion (if an employee portion is required) of the plan cost for  
23 this period. An employee not returning for the next semester/term who has completed his or her  
24 contract through the end of the school year shall receive employer-paid benefits up to the end of the  
25 month prior to the start of the next school year, provided the employee has paid his or her portion (if  
26 required) of said benefits.”

27  
28 **PART III: That this ordinance shall become effective upon passage and publication.**

29  
30 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of October  
31 2014.

32  
33  
34  
35 \_\_\_\_\_  
36 Nancy Russell  
37 County Board Chair

35 \_\_\_\_\_  
36 Kimberly S. Bushey  
37 Attest: County Clerk





**Resolution No. 32- 10/14**

**Approving a Collective Bargaining Agreement by and between Walworth County and the Health and Human Service Professionals for the Period of January 1, 2014 to December 31, 2014**

1 Moved/Sponsored by: Human Resources Committee  
2

3 **WHEREAS**, representatives of county management and the Health and Human Service  
4 Professionals (“Union”) bargaining representatives have reached a tentative agreement on a one  
5 year successor agreement to the collective bargaining agreement which expired on December 31,  
6 2011; and,  
7

8 **WHEREAS**, the Human Resources Committee recommends ratification of the tentative  
9 agreement (“Agreement”), a copy of which is attached hereto, for the contract period of January  
10 1, 2014, through December 31, 2014.  
11

12 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
13 does hereby ratify the terms of the Agreement.  
14  
15  
16

17 \_\_\_\_\_  
18 Nancy Russell  
19 County Board Chair  
20

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

21  
22 County Board Meeting Date: October 14, 2014  
23

Action Required:      Majority Vote   X        Two-thirds Vote             Other       

Policy and Fiscal Note is attached.

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

  A A 7 6          9/18/14    
David A. Bretl      Date  
County Administrator/Corporation Counsel

  N Andersen          9/19/14    
Nicole Andersen      Date  
Deputy County Administrator – Finance

**Policy and Fiscal Note**  
**Resolution No. 32-10/14**

- I. **Title:** Approving a Collective Bargaining Agreement by and between Walworth County and the Health and Human Service Professionals for the Period of January 1, 2014 to December 31, 2014
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to approve a collective bargaining agreement between Walworth County and the Health and Human Services Professionals. This Agreement includes a general wage increase of 1.66% for HHS Professionals, retroactive to 1/1/14.
- III. **Budget and Fiscal Impact:** The passage of this resolution will result in a fiscal impact of \$65,865. These funds had been included in the 2014 budget.
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Human Resources

Meeting Date: September 17, 2014

Vote: 5-0

County Board Meeting Date: October 14, 2014

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

 9/18/14  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 9/19/14  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator – Finance

**AGREEMENT**

**BETWEEN**

**COUNTY OF WALWORTH**

**HEALTH AND HUMAN SERVICES DEPARTMENT**

**and**

**ASSOCIATION OF HUMAN SERVICE PROFESSIONALS**

**FOR PERIOD JANUARY 1, 2014 THROUGH DECEMBER 31, 2014**

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ASSOCIATION OF HUMAN SERVICE PROFESSIONALS  
2014 CONTRACT**

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<b>ARTICLE II – WAGES .....</b>	<b>2</b>
<b>ARTICLE III – DURATION.....</b>	<b>2</b>
<b>EXHIBIT “A” – 2014 Classification and Rate Schedule .....</b>	<b>4</b>

**AGREEMENT**

THIS AGREEMENT made and entered into by and between the County of Walworth, Wisconsin, hereinafter referred to as the “County” and the Association of Human Service Professional Employees, hereinafter referred to as the “Union,” is as follows:

**ARTICLE I – RECOGNITION**

The County hereby recognizes the Association of Human Service Professionals as the exclusive bargaining representative for all regular full-time and regular part-time professional employees of the Walworth County Health and Human Services Department, excluding independent contractors, supervisors, confidential, managerial, executive, temporary, casual and non-professional employees, as certified by the Wisconsin Employment Relations Commission on September 21, 1988.

**ARTICLE II – WAGES**

Base wages for the job classifications in the Union are as follows:

<b>Pay Range</b>	<b>Classification</b>	<b>Effective Date</b>	<b>Starting Rate</b>
E02-/E02+	HS Specialist I HS Specialist I (AODA Grant) Nutrition Specialist Registered OT Teacher	01/01/14	21.66
E03-/E03+	Environmental Health Specialist HS Specialist II	01/01/14	22.37
E04-/E04+	Behavior Analyst Crisis Intervention Lead Worker HS Specialist III Public Health BSN	01/01/14	23.66
E05-/E05+	HS Specialist IV RN (Mental Health)	01/01/14	25.31

**ARTICLE III – DURATION**

This Agreement shall be in full force and effect from January 1, 2014 through December 31, 2014.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014, in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH  
COUNTY

ASSOCIATION OF HUMAN SERVICE  
PROFESSIONALS

By: \_\_\_\_\_  
Nancy Russell  
County Board Chair

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

By: \_\_\_\_\_  
Richard Brandl  
Human Resources Committee Chair

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

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

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

By: \_\_\_\_\_  
Dale Wilson  
Human Resources Director

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

**EXHIBIT "A"**  
**HUMAN SERVICES PROFESSIONAL EMPLOYEES**  
**2014 JOB CLASSIFICATION AND RATE SCHEDULE**

<b>Pay Range</b>	<b>Classification</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
E02-/E02+	HS Specialist I HS Specialist I (AODA Grant) Nutrition Specialist Registered OT Teacher	01/01/14	21.66	22.33	23.61	24.61	25.67	26.80
E03-/E03+	Environmental Health Specialist HS Specialist II	01/01/14	22.37	23.35	24.38	25.12	26.23	27.88
E04-/E04+	Behavior Analyst Crisis Intervention Lead Worker HS Specialist III Public Health BSN	01/01/14	23.66	24.69	25.80	26.91	28.15	29.40
E05-/E05+	HS Specialist IV RN (Mental Health)	01/01/14	25.31	26.67	28.12	29.60	31.67	33.81

**This exhibit is provided for informational purposes only. Only the base wages in Article II are subject to collective bargaining.**

**Resolution No. 38-10/14**

**Authorizing County Conservation Aids Program**

1 Moved/Sponsored by: Park Committee

2  
3 **WHEREAS**, Walworth County desires to participate in county fish and game projects pursuant to  
4 the provisions of s. 23.09 (12), Wis. Stats.;

5  
6 **WHEREAS**, financial aid is desirable to assist with the improvement of wildlife habitat at Price  
7 Park Conservancy through woodland restoration efforts; and,

8  
9 **WHEREAS** the Wisconsin Department of Natural Resources (WDNR) has grant funding in the  
10 estimated amount of \$1,494 available through the County Conservation Aids program specifically  
11 for the installation of fish and game projects under s. 23.09(12), Wis. Stats; and,

12  
13 **WHEREAS** the Parks Committee, at its September 15, 2014 meeting, authorized Department of  
14 Public Works staff to submit a grant application to the Wisconsin Department of Natural  
15 Resources and designate any approved funds to be used for implementing the land management  
16 plan for Price Park Conservancy.

17  
18 **NOW, THEREFORE, BE IT RESOLVED**, that the county board hereby authorizes Director of  
19 Central Services/Public Works Kevin Brunner to act on behalf of Walworth County to sign and  
20 submit an application to the WDNR for any financial aid that may be available, provided the local  
21 share of any match has been included in the 2015 budget; and, submit to the WDNR  
22 reimbursement claims along with necessary supporting documentation within one (1) year of  
23 project end date; and, take necessary action to undertake, direct, and complete the approved  
24 project.

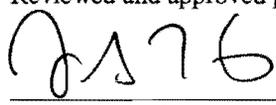
25  
26 **BE IT FURTHER RESOLVED** that Walworth County will comply with all state and federal  
27 laws related to the County Conservation Aids programs and will obtain approval in writing from  
28 the WDNR before any change is made in the use of the project site.

29  
30  
31  
32 \_\_\_\_\_  
33 Nancy Russell  
34 County Board Chairperson  
35 \_\_\_\_\_  
36 Kimberly S. Bushey  
37 County Clerk

35 County Board Meeting Date: October 14, 2014

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

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

	
10/2/14	10/2/14
David A. Bretl County Administrator/Corporation Counsel	Nicole Andersen Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 38-10/14**

**I. Title:** Authorizing County Conservation Aids Program

**II. Purpose and Policy Impact Statement:** The county is eligible to receive \$1,494 in County Conservation Aids in 2015 for qualified fish and wildlife improvement projects. The Park Committee has selected the woodland restoration project at Price Park Conservancy to receive these funds next year.

**III. Budget and Fiscal Impact:** The County Conservation Aid grant is for \$1,494 and will pay for herbicide, trees and equipment for Price Park Conservancy woodland restoration project. The county will match these costs in labor/fringe benefit and equipment costs for this project. These funds have been budgeted in the 2015 Price Park operating budget.

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

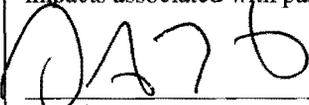
Committee: Park Committee

Meeting Date: September 15, 2014

Vote: 4-0

County Board Meeting Date: October 14, 2014

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

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

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

Resolution No. 39-10/14

**Approving Memorandum of Understanding (MOU) with Rock County on Maintenance and Development of the Pelishek-Tiffany Trail**

1 Moved/Sponsored by: Park Committee

2

3 **WHEREAS**, Walworth County is desirous of working with Rock County on the future  
4 maintenance and development of the Pelishek-Tiffany Trail, which extends from the Village of  
5 Clinton in Rock County to its terminus in Walworth County just east of North Road in the Town  
6 of Darien; and,

7

8 **WHEREAS**, this 5.8 mile public recreational trail has been in existence since 1996 and has been  
9 maintained and operated by Rock County in cooperation with the Pelishek Nature Trail  
10 Foundation and is used for public recreational purposes, such as hiking, bicycling and  
11 snowmobiling; and,

12

13 **WHEREAS**, since 1.2 miles or approximately 20% of the Pelishek-Tiffany Trail are located  
14 within Walworth County, Rock County has approached Walworth County to financially assist  
15 with the annual operation and maintenance costs for this trail on a pro-rata share basis; and,

16

17 **WHEREAS**, the Walworth County pro-rata share of the Pelishek-Tiffany Trail annual operation  
18 and maintenance costs would be \$1,300 beginning in 2015 and would be based annually  
19 thereafter on the actual costs incurred by Rock County for Trail operation and maintenance as  
20 pro-rated; and,

21

22 **WHEREAS**, the Rock County Board of Supervisors on August 15, 2014 adopted a  
23 Memorandum of Understanding (MOU) with Walworth County that specifies the terms and  
24 conditions of the future sharing of the operation and maintenance costs of the Pelishek-Tiffany  
25 Trail between the two counties for the period January 1, 2015 to October 25, 2021 as well as for  
26 the future development of the Trail.

27

28 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
29 approves the Memorandum of Understanding (MOU) with Rock County for the maintenance and  
30 development of the Pelishek-Tiffany Trail and directs the appropriate County staff to execute  
31 this MOU on its behalf.

32

33 **BE IT FURTHER RESOLVED** that the Agreement specify that payment of any costs shall be  
34 subject to approval of an annual appropriation of the county board.

35

36

37

38

39 \_\_\_\_\_  
40 Nancy Russell  
County Board Chairperson

\_\_\_\_\_

Kimberly S. Bushey  
County Clerk

1 County Board Meeting Date: October 14, 2014

2

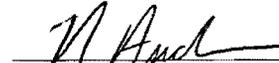
3 Action Required: Majority Vote X Two-thirds Vote \_\_\_\_\_ Other \_\_\_\_\_

Policy and Fiscal Note is attached.

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

 10/7/14

David A. Bretl Date  
County Administrator/Corporation Counsel

 10/7/14

Nicole Andersen Date  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 39-10/14**

**I. Title:** Approving Memorandum of Understanding (MOU) with Rock County on Maintenance and Development of the Pelishek-Tiffany Trail.

**II. Purpose and Policy Impact Statement:** Walworth County and Rock County have met on numerous occasions to discuss how they might work together with regard to the future development, operation and maintenance of the Pelishek-Tiffany Trail, which extends from the Village of Clinton in Rock County to its terminus in Walworth County just east of North Road in the Town of Darien. The 5.8 mile public recreational trail has been in existence since 1996 and has been maintained and operated by Rock County in cooperation with the Pelishek Nature Trail Foundation. Since 1.2 miles or approximately 20% of the Trail are located within Walworth County, both Rock County and Pelishek Nature Trail Foundation have requested that Walworth County contribute financially to the Pelishek-Tiffany Trail's annual operation and maintenance costs.

**III. Budget and Fiscal Impact:** The initial pro-rata share of the Trail's annual operation and maintenance cost would be \$1,300 in 2015 and would be based annually thereafter on the actual costs incurred by Rock County in the previous year as pro-rated based upon the respective county's percentage of trail lying within their jurisdiction. Funds have been budgeted in 2015 for this purpose.

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

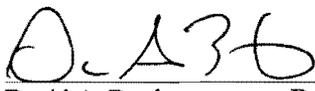
Committee: Park Committee

Meeting Date: September 15, 2014

Vote: 4-0

County Board Meeting Date: October 14, 2014

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

 10/7/14  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

 10/7/14  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

## MEMORANDUM OF UNDERSTANDING (MOU)

### By and Between Walworth County and Rock County

#### MAINTENANCE AND DEVELOPMENT OF THE PELISHEK-TIFFANY TRAIL

This is a memorandum of understanding (MOU) by and between Walworth County and Rock County. This Agreement shall be in effect from on January 1, 2015 and shall expire on October 25, 2021 unless sooner terminated by one of the parties or modified or extended as provided herein.

- 1. Background.** Walworth County and Rock County have met on numerous occasions to discuss how they might work together with regard to the future development, operation and maintenance of the Pelishek-Tiffany Nature Trail ("Trail") which extends from the Village of Clinton in Rock County to its terminus in Walworth County just east of North Road in the Town of Darien. This 5.8 mile public recreational trail has been in existence since 1996 and has been maintained and operated by Rock County in cooperation with the Pelishek Nature Trail Foundation ("PNTF"). The trail is used for public recreational purposes such as hiking, bicycling and snowmobiling.
- 2. Purpose.** Rock County has an existing property use and partnership agreement with the PNTF for the development, operation and maintenance of this Trail. Because a portion of the Trail (approximately 1.2 miles) lies within Walworth County with potential for additional trail extension further into Walworth County, the parties are desirous of developing this MOU to delineate their respective future roles and responsibilities regarding this recreational asset that benefits both counties.
- 3. Basis for MOU.** The property use and partnership agreement between the PNTF and Rock County commenced on October 26, 2011 for a term of ten years ending on October 25, 2021 (a copy of that agreement is attached as Exhibit A). Rock County is desirous of Walworth County's participation in the future development, operation and maintenance of the Trail in furtherance of this agreement.
- 4. Roles and Responsibilities.** Rock County will continue to maintain the Trail pursuant to its property and partnership agreement with the PNTF. Walworth County agrees to pay an annual contribution of \$1,300, beginning in 2015 to Rock County for its pro rata share of the annual operation and maintenance costs for the Pelishek-Tiffany Trail. Such pro rata cost calculation will be based upon the total operation and maintenance costs incurred by Rock County in the previous year times .20, which represents the percentage (20%) of the trail lying within Walworth County. Rock County will provide its annual contribution calculation for financial support of the Trail to Walworth County by July 1<sup>st</sup> of each year so that Walworth County can include it in its subsequent year's budget.

Walworth County will inform both Rock County and the PNTF of any utility or road construction activity that it is aware of that may affect or impact the Trail or rights of way in any manner.

Rock County will keep Walworth County informed of any capital improvements planned for the existing Trail. Walworth County makes no representation that it will contribute toward any future Trail capital improvements in this MOU. Any consideration of Walworth County contributing towards any future Trail capital improvements will be made upon the request of Rock County and the PNTF. Such requests will be directed to the Walworth County Park Committee.

5. **Communications.** Both Walworth and Rock County agree to publicize their working partnership in the various forms of communications that they each produce in order for the general public to be aware of the partnership and its activities and accomplishments. In addition, Rock County will include on Trail signage that Walworth County is a partner in the Trail's development, operation and maintenance when such signage needs updating or replacing.
6. **Termination.** Either party may terminate this MOU for any reason upon six (6) months notice to the other party. In the event of a material breach of this MOU, either party may terminate this MOU immediately.
7. **Amendments.** Any amendments to this Agreement shall require the consent of the Walworth County and Rock County Boards of Supervisors.
8. **Indemnification.** Both Walworth County and Rock County agree to indemnify and hold harmless the other County, its officers, agents and employees from any and all liability, including claims, demands, damages and expenses of every kind, including damage to persons or property arising out of or in connection with or occurring during the course of this MOU where such liability grows out of acts or omissions of any agent or employee of either County.
9. **No construction.** All terms and conditions included in this agreement are understood as NO CONSTRUCTION AGAINST ANY PARTY. This MOU is the product of informed discussions and negotiations between Walworth County and Rock County, both of whom are acknowledged to have been represented by competent and informed individuals. If any part of this MOU is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all parties.

WALWORTH COUNTY, WISCONSIN

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

\_\_\_\_\_ Date

ROCK COUNTY, WISCONSIN

By: Russ Bodzich

8/15/14  
Date

Approved as to form:

\_\_\_\_\_  
David A. Bretl  
Walworth County Corporation Counsel

\_\_\_\_\_ Date

Jeffrey Kuglitsch  
Jeffrey Kuglitsch  
Rock County Corporation Counsel

August 15, 2014  
Date

**Resolution No. 41-10/14**

**Authorizing County Officials to Enter into a Lease Agreement  
for Rental of the Residence Located in the White River Park**

1 Moved/Sponsored by: Parks Committee

2  
3 **WHEREAS**, the Department of Public Works inspected the condition of the house located at the  
4 White River Park ("House") and determined it would cost approximately \$11,000 in necessary  
5 repairs and improvements to ready this residence for possible leasing to a private party; and,  
6

7 **WHEREAS**, a market analysis indicates the House could lease between \$850 and \$950 per  
8 month and it is estimated it would take approximately 12 months to recoup the initial expenses;  
9 and,  
10

11 **WHEREAS**, the Parks Committee directed the Public Works staff to draft a proposed lease for  
12 the House and submit to the next committee meeting for review/approval; and,  
13

14 **WHEREAS**, Walworth County Board of Supervisors are desirous of authorizing the Department  
15 of Public Works to enter into a Lease Agreement for rental of the House; and,  
16

17 **WHEREAS**, it is necessary to make a decision with respect to the House prior to winter  
18 weather.  
19

20 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
21 authorizes and directs Kevin Brunner, Director of Central Services/Public Works, and all  
22 appropriate staff to act on behalf of Walworth County to execute and submit documents and to  
23 implement all the necessary repairs and to enter into an agreement for the lease of the House on  
24 terms that he determines are advantageous to the County.  
25

26 **BE IT FURTHER RESOLVED** that the sum of \$11,000 be and the same is hereby transferred  
27 from the contingency fund for the purpose of making the repairs.  
28  
29  
30

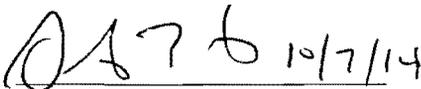
31 \_\_\_\_\_  
Nancy Russell  
32 County Board Chairperson

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

33  
34 County Board Meeting Date: October 14, 2014  
35

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

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

 10/7/14  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

 10/7/14  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 41-10/14**

**I. Title:** Authorizing County Officials to Enter into a Lease Agreement for Rental of the Residence Located in the White River Park

**II. Purpose and Policy Impact Statement:** The County acquired the White River Park property in March 2014 and opened it as a public park in July 2014. The farmhouse, with needed repairs and improvements, could be leased and the net revenue used to offset future park operational costs.

**III. Budget and Fiscal Impact:** Necessary repairs and improvements to the house are estimated at \$11,000. Assuming a monthly lease of \$900, it could take a little over a year to recoup these costs before a net profit (revenue) could be realized for the park. Since no money was budgeted for the repairs, funds must be appropriated from the contingency fund.

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

Committee: Parks Meeting Date: September 15, 2014

Vote: No formal vote taken

County Board Meeting Date: October 14, 2014

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

 10/7/14  
David A. Bretl Date  
County Administrator/Corporation Counsel

 10/7/14  
Nicole Andersen Date  
Deputy County Administrator - Finance

Resolution No. 37-10/14

**Accepting Congestion Mitigation and Air Quality (CMAQ) Grant  
for Construction of CTH NN Pedestrian/Bike Trail**

1 Moved/Sponsored by: Public Works Committee

2  
3 **WHEREAS**, Walworth County is interested in developing an off-road pedestrian/bike trail to  
4 connect the City of Elkhorn with the County Government campus on CTH NN east of the City  
5 and also with the White River State Trail to the south of the campus; and,

6  
7 **WHEREAS**, the Public Works Committee, at its May 20, 2013 meeting, authorized Department  
8 of Public Works staff to submit a grant application to the Wisconsin Department of  
9 Transportation under the Congestion Mitigation and Air Quality (CMAQ) Program for funding  
10 to assist in the construction of this CTH NN pedestrian/bike trail; and,

11  
12 **WHEREAS**, by constructing this trail from Elkhorn to the White River State Trail, the County  
13 believes that there will be a significant number of both employees and visitors walking and  
14 biking to the County Government campus as well as to Aurora Hospital; and,

15  
16 **WHEREAS**, Walworth County has been awarded \$269,959 in federal funding under the CMAQ  
17 program by the Wisconsin Department of Transportation for this project; and,

18  
19 **WHEREAS**, the federal funding will pay for 80% of the construction and construction review  
20 project costs with the remaining 20% as well as the engineering design and design review fees to  
21 be the responsibility of Walworth County; and,

22  
23 **WHEREAS**, project engineering and design fees have been included as part of the CTH NN  
24 construction project scheduled for construction in 2015; however, due to the unavailability of  
25 CMAQ grant funding until 2016, the trail will be constructed and will require a County budget  
26 commitment of \$67,490 in that year.

27  
28 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
29 formally accepts the CMAQ grant from the Wisconsin Department of Transportation for the  
30 construction of the CTH NN Pedestrian/Bike Trail and hereby authorizes Kevin Brunner,  
31 Director of Central Services/Public Works, to act on behalf of Walworth County to execute and  
32 submit all necessary grant-related documents to the Department to receive such funding.

33  
34  
35 \_\_\_\_\_  
36 Nancy Russell  
37 County Board Chairperson

\_\_\_\_\_

Kimberly S. Bushey  
County Clerk

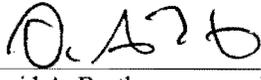
38  
39  
40 County Board Meeting Date: October 14, 2014

1

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:

 10/7/14

David A. Bretl      Date  
County Administrator/Corporation Counsel

 10/7/14

Nicole Andersen      Date  
Deputy County Administrator - Finance

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

