



**WALWORTH COUNTY BOARD OF SUPERVISORS
MEETING**

TUESDAY, JUNE 9, 2015 AT 6:00 P.M.

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

Board of Supervisors

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

A G E N D A – AMENDED JUNE 2, 2015

Call to Order

Pledge of Allegiance

Invocation

- Ken Monroe, Walworth County Board Supervisor, District #10

Roll Call

Withdrawals from Agenda, if any

Approval of the Agenda

Approval of the Minutes

Pgs. 1-6
Pgs. 7-12

- Amended April 21, 2015 County Board Meeting
- May 12, 2015 County Board Meeting

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

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

Appointments/Elections

Pgs. 13-15

1. Aging & Disability Resource Center Governing Board (ADRC)
 - Judith Atkinson – Three-year term to begin upon confirmation and end on June 30, 2018 (The Executive Committee will consider this item and make a recommendation at a special meeting before the June 9, 2015 County Board meeting)

Pgs. 16-18

2. Board of Adjustment (BOA)
 - John Roth – Three-year term to begin upon confirmation and end on June 30, 2018 (Recommended by the Executive Committee 5-0)

Pgs. 19-20

- Joseph Pappa – Alternate Member – Term to begin upon confirmation and end on June 30, 2016 (Recommended by the Executive Committee 5-0)

Pg. 21

3. Land Information Advisory Council (LIAC)
 - Captain Dana Nigbor – Four-year term to begin upon confirmation and end on June 30, 2019 (Recommended by the Executive Committee 5-0)

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4. Walworth County Metropolitan Sewerage District Commission (WalCoMet)

- Thomas S. Eck – Term to begin upon confirmation and end on February 28, 2018 (Recommended by the Executive Committee 5-0)
- Dean Logterman – Term to begin upon confirmation and end on February 28, 2020 (Recommended by the Executive Committee 5-0)
- Harold Shortenhaus – Term to begin upon confirmation and end on February 28, 2019 (Recommended by the Executive Committee 5-0)

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Communications and Matters to Be Referred

1. Claims Received After Agenda Mailing
2. Claims: a) Summons & Complaint To Foreclose Mortgage – LSCG Fund 17, LLC vs Mann Bros., Inc., et al. (To be referred to the Executive Committee)
3. Correspondence from Supervisor David A. Weber, District 7, Walworth County Board of Supervisors, requesting an amendment to the Walworth County Zoning Ordinances relative to Special Event Campgrounds (To be referred to the County Zoning Agency)
4. Correspondence from Andy Schmidt, President of Sunset Hills Association, regarding short term rentals (To be referred to the County Zoning Agency)
5. Outagamie County Resolution 10-2015-16 opposing any attempt by the State Legislature to eliminate computer aid payments and personal property tax. (To be referred to the Executive Committee)
6. Correspondence received from Ed Yaeger of Lake Geneva regarding the closure of Lake Geneva TIF 4. (To be referred to the Finance Committee)
7. Outagamie County Resolution 3-2015-16 Requesting additional study of the provisions of Governor Walker’s 2015-2017 Biennial Budget Bill regarding the elimination of the Family Support Program and creation of a new Children’s Community Option Program and further requesting that these items be debated as a separate bill outside the budget process. (To be referred to the Health & Human Services Board)
8. Outagamie County Resolution 4-2015-16 supporting the Senior Care program as it is currently structured. (To be referred to the Health & Human Services Board)
9. Outagamie County Resolution 5-2015-16 supporting the allocation of adequate Affordable Care Act funding for Balance of State Income Maintenance agencies. (To be referred to the Health & Human Services Board)
10. Outagamie County Resolution 6-2015-16 asking the Joint Finance Committee to remove all budget provisions that change BadgerCare Plus for Childless Adults Medicaid Program. (To be referred to the Health & Human Services Board)
11. Outagamie County Resolution 7-2015-16 requesting that the State of Wisconsin maintain the existing mental health programs, maintain the funding to these programs, and further requesting no changes to these funding streams in the 2015-2017 State Budget. (To be referred to the Health & Human Services Board)
12. Correspondence from State Senator Janis Ringhand acknowledging receipt of Walworth County Resolution No. 07-04/15 regarding opposition to the County Wide Assessment Initiative Contained in the Proposed State Budget. (To be placed on file)

Pgs. 25-79

Pgs. 80-82

Pg. 83

Pgs. 84-86

Pgs. 87-90

Pgs. 91-93

Pgs. 94-96

Pgs. 97-99

Pgs. 100-102

Pgs. 103-105

Pg. 106

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13. Correspondence from State Representative David Craig acknowledging receipt of Walworth County Resolution No. 07-04/15 regarding opposition to the County Wide Assessment Initiative Contained in the Proposed State Budget. (To be placed on file)

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14. Correspondence from State Representative Andy Jorgensen acknowledging receipt of Walworth County Resolution No. 07-04/15 regarding opposition to the County Wide Assessment Initiative Contained in the Proposed State Budget. (To be placed on file)

Pg. 109

15. Correspondence from State Representative Andy Jorgensen acknowledging receipt of Walworth County Resolution No. 13-05/15 regarding opposition to SB 21 and AB 21 as it Relates to Repealing Wisconsin Statutes 145.245, Wisconsin Fund Program. (To be placed on file)

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16. Correspondence from State Representative Andy Jorgensen acknowledging receipt of Walworth County Resolution No. 14-05/15 regarding support of the Provision of Adequate Resources to Support County Land Conservation and Cost-Sharing for Farmers and Other Land Users. (To be placed on file)

Pgs. 111-113

17. Communication from Village of East Troy regarding Resolution PC2015-01 Recommending to the Village Board a Revision of the Village's Comprehensive Plan. (To be placed on file)

Pg. 114

18. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
19. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing

Pgs. 115-116

20. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)

Unfinished Business

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

Pgs. 117-118

1. Zoning Ordinance for Town of Bloomfield. Town of Bloomfield proposed Ordinance change concerning rezone of portion of MA 39100001, Town of Bloomfield, per petition filed with the Town of Bloomfield by Roxann and Chris Migut (Recommended by the County Zoning Agency 6-0)(May 21, 2015 County Zoning Agency Public hearing)
2. Roen Farms LLC – Owner, Town of Lyons and Walworth County – Applicants, Section 33, Lyons Township. Rezone 83.6 acres of A-2 and 31.4 acres of P-1 to A-1 – Approved 6-0 (May 21, 2015 Zoning Agency hearing)
3. Wisconsin Power and Light Co. – Owner Rep. Thomas Erstad, American Transmission Company, LLC – Applicant Rep. Anita La Coursiere, Section 23, Geneva Township. Rezone .37 acres of C-4 to C-2 – Approved 6-0 (May 21, 2015 Zoning Agency hearing)
4. Duane Newman – Owner, Russell Newman – Applicant, Section 28, LaFayette Township. Rezone approximately .05 acres of A-1 to B-4 – Approved 6-0 (May 21, 2015 Zoning Agency hearing)

5. Richard and Mary Synek and Raymond and Marian Iverson – Property Owners, Patrick Hudec, Attorney – Applicant, Section 9, East Troy Township. Rezone portions of lots from B-3 to R-1 – Approved 6-0 (May 21, 2015 Zoning Agency hearing)

Executive Committee

Pgs. 119-120

1. Res. No. 24-06/15 – Urging the State Legislature to Wait until Local Governments Provide Their Numbers, Wards and District Information Before Redistricting and to use Local Boundaries to Create State Districts – *Vote Required: Majority* (Recommended by the Executive Committee 4-0)

Pgs. 121-123

2. Res. No. 25-06/15 – Recognizing Chancellor Richard J. Telfer for his Years of Service to the University of Wisconsin-Whitewater and Walworth County – *Vote Required: Majority* (The Executive Committee will consider this item and make a recommendation at a special meeting prior to the June 9, 2015 County Board meeting.)

Pgs. 124-125

3. Res. No. 26-06/15 – Recognizing and Commending Paul D'Amico on his Achievement of the Rank of Eagle Scout – *Vote Required: Majority* (The Executive Committee will consider this item and make a recommendation at a special meeting prior to the June 9, 2015 County Board meeting.)

Finance Committee

Pgs. 126-128

1. Ord. No. 930-06/15 – Amending Section 30-286 of the Walworth County Code of Ordinances Relative to the Sheriff's Office Jail Inmate Fees – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)

Pgs. 129-131

2. Ord. No. 931-06/15 – Amending Section 30-182 of the Walworth County Code of Ordinances Relating to Net Position Reserves for Volunteers Medical Coverage – *Vote Required: Two-thirds* (Recommended by the Finance Committee 5-0)
3. Ordinance No. 933-06/15 – Amending Section 30-156 of the Walworth County Code of Ordinances Relating to Acceptance of Donations to the Veterans Service Office – *Vote Required: Two-thirds* (The Finance Committee will consider this item and make a recommendation at a special meeting prior to the June 9, 2015 County Board meeting.)

Pgs. 132-134

4. Res. No. 22-06/15 – Committing Children with Disabilities Education Board 2015 Fund Balances – *Vote Required: Two-thirds* (Recommended by the Children with Disabilities Education Board Committee 5-0 and the Finance Committee 5-0)
5. Resolution No. 27-06/15 – Accepting a Donation of \$597.86 from Disabled American Veterans Auxiliary, State Department of Wisconsin, Child Welfare Program, for the Benefit of Veterans with Children – *Vote Required: Majority* (The Finance Committee will consider this item and make a recommendation at a special meeting prior to the June 9, 2015 County Board meeting.)

Human Resources Committee

Pgs. 135-139

1. Ord. No. 932-06/15 – Amending Sections 15-17, 15-324, 15-357, 15-359 and 15-360 of the Walworth County Code of Ordinances Relating to Children with Disabilities Education Board Changes – *Vote Required: Majority* (The Human Resources Committee and the Children with Disabilities Education Board will consider this item and make a recommendation at a special joint meeting prior to the June 9, 2015 County Board meeting.)

Pgs. 140-179

2. Res. No. 23-06/15 – Approving an Affirmative Action Plan for Walworth County for Plan Year July 1, 2015 to June 30, 2017 – *Vote Required: Majority*
(Recommended by the Human Resources Committee 5-0)

Reports of Special Committees

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

Chairperson's Report

Adjournment

Kimberly S. Bushey
Walworth County Clerk

*Supervisors and Committees: Please submit titles for the Tuesday, July 14, 2015 agenda on or before Wednesday, July 1, 2015.

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

AMENDED
APRIL 21, 2015
WALWORTH COUNTY BOARD OF SUPERVISORS
MEETING

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

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

Kathy Ingersoll, Walworth County Board Supervisor, District #6, delivered the invocation. Kimberly Bushey, Walworth County Clerk, introduced Trisha Sommers as the Administrative Clerk who will be working within the County Clerk's Office.

Amendments, Withdrawals, and Approval of Agenda

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

Approval of the Minutes

On motion by Supervisor Schaefer, second by Supervisor Staples, the March 10, 2015 County Board Meeting minutes were approved by voice vote.

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

There was none.

Special Order of Business

- Presentation by Nancy Anderson of SEWRPC regarding Comprehensive Economic Development Strategy

Nancy Anderson of the Southeastern Wisconsin Regional Planning Commission (SEWRPC) presented a brief overview of the Comprehensive Economic Development Strategy (CEDS), which was distributed to the Board. She stated SEWRPC has been working with the Milwaukee Seven (M7) Economic Development Group, the Regional Economic Partners (REP), which was formed by M7, SEWRPC, the executive director from each of the county economic development organizations, and representatives from the City of Milwaukee and WE Energies. This is the group that did the primary work on the CEDS Report. CEDS is a planning process intended to bring together various units of government and businesses to develop a plan to strengthen the economy of the region.

CEDS in our region was based heavily on a plan prepared by M7 working with the Brookings Institution in 2012 and 2013. She stated they were asked by M7 to do the CEDS plan to help qualify the region for grants from the Economic Development Administration (EDA) and the US Department of Commerce. In order to apply for grant funding, the EDA requires a proposed project be either included in or consistent with the CEDS. The REP group, primarily the County EDC people, submitted projects for inclusion in the CEDS. The EDA grants available are intended to increase the number of jobs and incomes which are focused on areas that meet EDA criteria for economic distress. Those economically distressed areas are those that have per capita incomes of 80% or less than the national average or an unemployment rate of 1% or above the national average. EDA

awards approximately 100 grants annually throughout the country and the average grant is about \$1,000,000 per year, but can vary significantly.

CEDS is currently out in draft form for public comment, which ends on May 1st. Walworth County was asked to review the plan and submit any comments or changes before it is finalized. Once finalized, the REP will review it in early June in hopes to have it back out to each county for consideration before adoption. It will go to the EDC Boards for their recommendations and then onto the County Board. Once adopted by the County Board, local governments and the County are eligible to apply for these EDA grants. There is a possibility that if all seven County Boards in our region were to adopt this plan, SEWRPC may apply for designation as an economic development district, which would make them eligible for some EDA funding for continued planning to keep the CEDS current. Anderson stated the grants are typically focused on the streets that are not eligible for any DOT funding such as new streets and access into a business park. Anderson said that the CEDS Plan would be out in late June. They will be looking for County action by October in order to have it to the SEWRPC Commission in December. Anderson said a final plan will be out some time in late June early July.

Appointments/Elections

1. Board of Adjustment
 - Elizabeth Sukala – Term to begin upon confirmation and end on June 30, 2016 (The Executive Committee will consider this appointment at a special meeting before the April 21, 2015 County Board meeting.) Recommended unanimously for approval.
2. Aging and Disability Resource Center Governing Board
 - Janet Kelly – Three-year term to begin upon confirmation and end on June 30, 2018 (Recommended by the Executive Committee 5-0)

On motion by Supervisor Brandl, second by Supervisor Brellenthin, the appointment to the Board of Adjustment Committee, with the condition that Ms. Sukala resigns from the Town of LaGrange Planning and Zoning Committee, and the appointment of the Aging and Disability Resource Center Governing Board member were approved by voice vote.

Communications and Matters to be Referred

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

1. Claims Received After Agenda Mailing
2. Claims: a) Order Approving Stipulation for Substitution of Counsel – Michael P. Scholl and Christine L. Scholl vs. Walworth County and ONE9OH9OH, LLC; b) Claim for Lost Property received from Thomas S. Barbour; c) Report of Accident or Injury – Ruth Powell; d) Summons & Complaint – Harrison, Williams & McDonell, LLP vs Craig A. Pope, et al. (To be referred to the Executive Committee)
3. Correspondence from John Stoss regarding his attempt to obtain a permit to repair and maintain a building on his property (To be referred to the County Zoning Agency)
4. Correspondence from Supervisor David A. Weber, District 7, requesting an amendment to the Walworth County Zoning Ordinances relative to Special Event Campgrounds (To be referred to the County Zoning Agency)
5. Notice of resignation received from Gregory Guidry resigning from the Board of Adjustment (To be referred to the Executive Committee)
6. Correspondence from District Attorney Daniel A. Necci regarding a proposed ordinance banning synthetic marijuana (To be referred to the Executive Committee)
7. Florence County Resolution #2015-14 – Requesting the Wisconsin Legislature to Not Allow the 2015-2017 Executive Budget to Terminate the Local Government Property Insurance Fund (To be referred to the Finance Committee)

8. Buffalo County Resolution #15-03-10 – Opposing Changes to Wisconsin’s Current Long-Term Care System – Family Care, IRIS, Partnership, and Aging & Disability Resource Centers of Buffalo, Pepin and Clark Counties (To be referred to the Health and Human Services Board)
9. Wood County Resolution #15-3-6 – Opposing SB 21 and AB 21 as it relates to repealing Wisconsin Statute 145.245, Wisconsin Fund Program (To be referred to the Land Conservation Committee)
10. Correspondence from Nicholas P. Tippery, Ph.D., Professor at UW-Whitewater, expressing his support for the proposal of planting native species on county property (To be referred to the Park Committee)
11. Resolutions from Brown, Buffalo, Florence, Grant, Lincoln and Ozaukee Counties – Opposing the County Wide Assessment Initiative Contained in the Proposed State Budget (To be placed on file)
12. Correspondence from Attorney Timothy P. Swatek, on behalf of Sunset Hills Association, regarding short term rentals (To be placed on file)
13. Correspondence from Jim Thometz of Geneva Township regarding short term rentals (To be placed on file)
14. Correspondence from Janet and Tom Nickols of Lake Geneva regarding short term rentals (To be placed on file)
15. Correspondence received via regular mail and email from Jay H. Kleiman, M.D. of Lake Geneva regarding short term rentals (To be placed on file)
16. Correspondence from Brendan Hehir of Lake Geneva regarding short term rentals (To be placed on file)
17. Correspondence from Dawn Mancuso of Lake Geneva regarding short term rentals (To be placed on file)
18. Correspondence from Town of Linn Opposing the AB 21 as it relates to Assessors (To be placed on file)
19. Correspondence from Southeastern Wisconsin Regional Planning Commission (SEWRPC) regarding Village of Walworth Regional Water Quality Management Plan (To be placed on file) (The original publication can be viewed in the County Clerk’s Office.)
20. Correspondence from Wisconsin Counties Association regarding “What Are Counties?” Toolkit (To be placed on file) (The original publication can be viewed in the County Clerk’s Office.)
21. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
 - Brown County Resolution Opposing Microbeads in Personal Care Products (was previously placed on file)
22. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
 - Resolution No. 08-04/15 – Approving a Contract Settlement Agreement by and Between Walworth County and the Deputy Sheriff’s Association for the Period of January 1, 2015 to December 31, 2015 – *Vote Required: Majority* (The Human Resources Committee will consider this item at a special meeting prior to the April 21, 2015 County Board meeting.)
 - Notice of Receiver’s Motions for Entry of an Order Approving Sixth Extension of Financing Agreement... - B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc. – To: Creditors and Parties-In-Interest (To be referred to the Executive Committee)
 - Correspondence from Geneva Lake Conservancy in regard to the facilitation of a White River Park Bridge Donation – To be placed on file
 - *Walworth County Aging & Disability Resource Center News*, April 2015 – To be placed on file
23. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)
 - Roen Farms LLC – Owner, Town of Lyons/Walworth County-Applicant, Lyons Township. Rezone approx.. 83.6 acres of A-2 Agricultural and 31.4 acres of P-1 Park Districts to A-1 Prime Agricultural Districts as required by conditional use for a commercial horse facility which was not implemented.

Supervisor Stacey offered a motion, second by Supervisor Brandl, to hold Item #4, Correspondence from Supervisor David A. Weber, due to Weber’s absence and asked that it be placed on the May County Board of Supervisors Agenda under Communications and Matters to be Referred and that it be referred to the County Zoning Agency. Supervisor Schaefer asked if Item #4 would be brought back to the County Board of Supervisors by June. Michael Cotter, Director of Land Use and Resource Management (LURM)/Deputy Corporation Counsel stated Item #4 is a proposed ordinance amendment and would be referred back to the

County Zoning Agency (CZA) and then forwarded through the process from there and may be brought before the Board in approximately August. Motion carried by voice vote.

Unfinished Business

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. Andrew C. Terpstra Trust, Andrew C. Terpstra – Trustee, Ezekiel Terpstra – Trustee, Section 25, Darien Township. Rezone approx. 1.83 acres of A-1 to A-5 – Approved: 6-0 (March 19, 2015 Zoning Agency hearing)

On motion by Supervisor Brandl, second by Supervisor Stacey, Item 1, of the County Zoning Agency Report of Proposed Zoning Amendments was approved as recommended by the County Zoning Agency.

Executive Committee

1. Ord. No. 925-04/15 – Amending Section 2-225 of the Walworth County Code of Ordinances Relating to Commissioner Term Limits on the Walworth County Metropolitan Sewerage District Commission - *Vote Required: Two-thirds* (Recommended by the Executive Committee 5-0)

Supervisor Schaefer offered a motion, second by Supervisor Staples, to approve, Item 1, **Ord. No. 925-04/15**. On motion by Supervisor Stacey, second by Supervisor Brandl **Ord. No. 925-04/15** was approved by unanimous consent.

Finance Committee

1. Ord. No. 921-04/15 – Amending Section 30-286 of the Walworth County Code of Ordinances Relative to the Sheriff's Office Jail Booking Fee – *Vote Required: Majority* (Recommended by the Finance Committee 3-0)
2. Res. No. 01-04/15 – Authorizing the Use of \$197,900 from the Road Construction Committed Fund Balance for the Purpose of Replacing Local Roadwork Improvement Funding for the CTH O (STH 11 to CTH A) Roadwork Project – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0 and the Finance Committee 3-0)
3. Res. No. 04-04/15 – Approving the Submission of a Grant Application for Outdoor Recreation Aids (Snowmobile Trails) – *Vote Required: Majority* (The Finance Committee will consider this resolution at a special meeting before the April 21, 2015 County Board meeting.)
4. Res. No. 05-04/15 – Accepting \$70,000 in Private Donations Relating to the State of Wisconsin Stewardship Grant Funding for the White River County Park Improvements – *Vote Required: Majority* (The Finance Committee will consider this resolution at a special meeting before the April 21, 2015 County Board meeting.)
5. Res. No. 06-04/15 – Approving a Wisconsin Stewardship Grant Application for White River County Park Improvements – *Vote Required: Majority* (The Finance Committee will consider this resolution at a special meeting before the April 21, 2015 County Board meeting.)
6. Res. No. 07-04/15 – Opposing the County Wide Assessment Initiative Contained in the Proposed State Budget – *Vote Required: Majority* (Recommended by the Finance Committee 3-0)

Supervisor Stacey made a motion to approve, Item 1, **Ord. No. 921-04/15**; Item 2, **Res. No. 01-04/15**; Item 3, **Res. No. 04-04/15**; and Item 4, **Res. No. 05-04/15**; Item 5, Res. No. 06/04/15; and Item 6, **Res. No. 07-04/15**; second by Supervisor Schaefer. Chair Russell asked Kevin Brunner, Director of Central Services and Marilee Holst, of the Geneva Lake Conservancy, to speak about Item #4, Accepting the \$70,000 donation. Brunner

stated that as part of the master plan for the White River County Park there are two proposed bridges. The first bridge has secured donations from three family foundations in the Burlington area, which will go to the Geneva Lake Conservancy, who will construct the bridge and then donate it to the County. Holst stated that Geneva Lake Conservancy is happy to facilitate this donation and project. It is scheduled to be installed this fall. Motion carried by voice vote.

Human Resources Committee

1. Ord. No. 922-04/15 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Economic Support Specialist Project Positions in the Health and Human Services Department – *Vote Required: Majority* (The Human Resources Committee will consider this ordinance at a special meeting before the April 21, 2015 County Board meeting.)
2. Ord. No. 923-04/15 – Amending Section 15-722 of the Walworth County Code of Ordinances Relating to Leaves of Absence – *Vote Required: Majority* (The Human Resources Committee will consider this ordinance at a special meeting before the April 21, 2015 County Board meeting.)
3. Ord. No. 924-04/15 – Amending Section 15-324 of the Walworth County Code of Ordinances Relating to Performance Based Compensation for Certain Employees – *Vote Required: Majority* (The Human Resources Committee will consider this ordinance at a special meeting before the April 21, 2015 County Board meeting.)
4. Res. No. 08-04/15 – Approving a Contract Settlement Agreement by and Between Walworth County and the Deputy Sheriff’s Association for the Period of January 1, 2015 to December 31, 2015 – *Vote Required: Majority* (The Human Resources Committee will consider this item at a special meeting before the April 21, 2015 County Board meeting.)

On motion by Supervisor Monroe, second by Supervisor Ingersoll, Item 1, **Ord. No. 922-04/15**; Item 2, **Ord. No. 923-04/15**; Item 3, **Ord. No. 924-04/15**; Item 4, **Res. No. 08-04/15** were approved by voice vote.

Park Committee

1. Res. No. 02-04/15 – Approving an Amendment to the Walworth County Park and Open Space Plan - White River County Park Master Plan – *Vote Required: Majority* (Recommended by the Park Committee 4-0)
2. Res. No. 03-04/15 – Approving Veterans Park (Government Center) Forestry Plan – *Vote Required: Majority* (Recommended by the Park Committee 4-0)

On motion by Supervisor Staples, second by Supervisor Brandl, Item 1, **Res. No. 02-04/15** and Item 2, **Res. No. 03-04/15** were approved by voice vote.

Report of Special Committees

There was none.

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

There was none.

Chairperson’s Report

Chair Russell mentioned that she receives information from the Wisconsin Counties Association (WCA) and Wisconsin legislature and read the 2015 Senate Joint Resolution 29 introduced by Senator Roth relating to the commemoration of the 150th Anniversary of the conclusion of the American Civil War. Chair Russell further stated that if our country had become divided, we would not have had the strength to resist invasions from Europe and other countries and noted the importance of this anniversary.

Adjournment

On motion by Supervisor Brandl, second by Supervisor Stacey, the meeting was adjourned at 6:35 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 April 21, 2015 meeting.

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

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

MAY 12, 2015
WALWORTH COUNTY BOARD OF SUPERVISORS
MEETING

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 6:01 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: Tim Brellenthin, Kathy Ingersoll, Daniel G. Kilkenny, Kenneth H. Monroe, Joe Schaefer, Vice Chair Rick Stacey, Charlene Staples, David A. Weber, Paul Yvarra, and Chair Nancy Russell. Richard Brandl was excused. A quorum was established.

Daniel Kilkenny, Walworth County Board Supervisor, District #8, delivered the invocation.

Amendments, Withdrawals, and Approval of Agenda

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

Approval of the Minutes

On motion by Vice Chair Stacey, second by Supervisor Staples, the April 21, 2015 County Board Meeting minutes were approved by voice vote.

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

There was none. Kimberly Bushey noted that a revised final packet was placed on Supervisors desks for the meeting.

Appointments/Elections

1. Local Emergency Planning Committee (LEPC)
 - Daniel Majorowicz (Recommended by the Executive Committee 5-0)
2. Workforce Development Board (WDB)
 - Karen Burns (Recommended by the Executive Committee 5-0)
3. Delavan Aram Public Library Board
 - Linda Zell – Term to begin upon confirmation and end on June 30, 2017 (Recommended by the Executive Committee 5-0)
4. Wisconsin River Rail Transit Commission (WRRTC)
 - Allan Polyock – Three-year term to begin upon confirmation and end on April 30, 2018 (Recommended by the Executive Committee 5-0)
5. Walworth County Metropolitan Sewerage District (WalCoMet)
 - William B. Duncan – Term to begin upon confirmation and end on February 28, 2017 (Recommended by the Executive Committee 5-0)
6. Veterans Service Commission
 - William L. Sigmund – Term to begin upon confirmation and end on December 31, 2017 (Recommended by the Executive Committee 5-0)
7. East Troy Lions Library Board
 - Santa Consiglio – Three-year term to begin upon confirmation and end on June 30, 2018 (Recommended by the Executive Committee 5-0)

8. County Surveyor
 - Dr. Kurt Bauer (Recommended by the Executive Committee 5-0)

On motion by Supervisor Schaefer, second by Supervisor Weber, the appointments to Local Emergency Planning Committee, Workforce Development Board, Delavan Aram Public Library Board, Wisconsin River Rail Transit Commission, Walworth County Metropolitan Sewerage District, Veterans Service Commission, East Troy Lions Library Board, and County Surveyor were approved by voice vote.

Communications and Matters to be Referred

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

1. Claims Received After Agenda Mailing
2. Claims: a) Adjournment of Hearing - Michael and Christine Scholl vs. Walworth County and One90H90H, LLC; b) Correspondence & Traffic Crash Report – Hon. David M. Reddy (To be referred to the Executive Committee)
3. Town of Bloomfield Ordinance #2015-O-1108 – Ordinance Amending the Zoning Ordinance of the Town of Bloomfield – MA 39100001 (To be referred to the County Zoning Agency)
4. Town of Bloomfield Resolution #2015-R-03 – Conditional Use Permit On Pins and Needles Castle Retreat, LLC (To be referred to the County Zoning Agency)
5. Correspondence from Supervisor David A. Weber, District 7, requesting an amendment to the Walworth County Zoning Ordinances relative to Special Event Campgrounds (To be referred to the County Zoning Agency)
6. Correspondence from Neal Siegel of Northbrook, IL and Elkhorn regarding short term rentals (To be referred to the County Zoning Agency)
7. Correspondence via email from Andy Schmidt, President Sunset Hills Homeowners Assn.; Joseph Kopecky, Chairman-Town of Geneva; and Matthew Curtis, HomeAway, Inc. regarding short term rentals (To be referred to the County Zoning Agency)
8. Correspondence from Town of Linn regarding short term rentals (To be referred to the County Zoning Agency)
9. Price County Resolution #28-15 – Reassign County Veterans Service Commission to Chapter 59 of Wis. State Statutes (To be referred to the Executive Committee)
10. Outagamie County Resolution #128-2014-15 – Urging the State Legislature to, when redistricting, wait until local governments produce and provide their numbers, wards, and district information to the state and to use local boundaries to create state districts (To be referred to the Executive Committee)
11. Outagamie County Resolution #130-2014-15 – Supporting proposed legislation which will allow counties and municipalities to certify the Department of Revenue for collection of debts owed to a contracted, private ambulance service operating on behalf of or in service to a county or municipality (To be referred to the Executive Committee)
12. Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File
 - Price County Resolution #12-15 - Supporting Communicable Disease Control for Population Health (Topic previously referred to the Health & Human Services Board)
 - Outagamie County Resolution #131-2014-15 – Supporting Communicable Disease Control for Population (Topic previously referred to the Health & Human Services Board)
 - Taylor County Resolution #46 – A Resolution to Secure State Funding to Support Communicable Disease Control for Population (Topic previously referred to the Health & Human Services Board)
 - Pepin County Resolution #19-15 – Communicable Disease Funding Support (Topic previously referred to the Health & Human Services Board)

- Outagamie County Resolution #132-2014-15 – Supports retaining and expanding Wisconsin’s current long term system of Family Care, IRIS, Partnership, and Aging and Disability Resource Centers (Topic previously referred to the Health & Human Services Board)
 - Taylor County Resolution #53 – A Resolution to Retain Existing Model of ADRC’s and Long Term Care (Topic previously referred to the Health & Human Services Board)
 - Taylor County Resolution #47 – Opposing SB 21 and AB 21 as it relates to Repealing Section 145.245, Wisconsin State Statutes, Wisconsin Fund Program, that Awarded \$2.3 Million in Year 2014 to 654 Low Income Property Owners Statewide for Replacement of Failing Septic Systems (Topic previously referred to the Land Conservation Committee)
 - Portage County Resolution #105-2014-2016 – Opposing SB 21 and AB 21 related to elimination of the State Wisconsin Fund Program (Topic previously referred to the Land Conservation Committee)
 - Door County Resolution #2015-31 – Opposition to the County-Wide Assessment Initiative in the Proposed Wisconsin State Budget (Topic previously referred to the Finance Committee)
13. Report of the County Clerk Regarding Communications Received by the Board After the Agenda Mailing
- Correspondence from John & Mary Knipper in regard to short term rentals (To be referred to the County Zoning Agency)
 - Correspondence from State of Wisconsin, Department of Natural Resources - Amendment to the Regional Water Quality Management Plan – Village of Walworth (To be referred to the Land Conservation Committee)
 - Correspondence and electronic copy of application from the Public Service Commission of Wisconsin in regard to Pre-application by American Transmission Company to Build and Place in Service a New 138 kV Transmission Line Between the Spring Valley Substation, in Kenosha County and the North Lake Geneva Substation in Walworth County, to Build a New 138/69 kV Substation in Kenosha County and to Build or Rebuild Other Lines and Facilities in the Project Area (To be placed on file) (The electronic format/disk can be viewed in the County Clerk’s Office.)
 - Correspondence and 2014 Annual Report from Walworth County Sheriff’s Office (To be placed on file)
 - *Walworth County Aging & Disability Resource Center News*, May 2015 (To be placed on file)
14. Report of the County Clerk Regarding Zoning Petitions (To be referred to the County Zoning Agency)
- Walworth County Land Use and Resource Management Department, All Townships. Amendment to Section(s) 74-44, 74-49, 74-51, 74-61, 74-63, 74-66, 74-71, 74-129, and 74-131 of the Zoning Ordinance and Section(s) 74-171, 74-176, 74-178, 74-188, 74-190, 74-193, 74-261, and 74-263 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances relative to Farmland Preservation.
 - Wisconsin Power and Light Co., Owner Rep. Thomas Erstad, American Transmission Company, LLC, Applicant Rep. Anita La Coursiere, Geneva Township. Rezone of approx. .37 acres of C-4 Lowland Resource Conservation District (Shoreland Wetland) to C-2 Upland Resource Conservation District.
 - Duane Newman, Owner, Russell Newman, Applicant, LaFayette Township. Rezone approx. .05 acres of A-1 Prime Agricultural to B-4 Highway Business.
 - Richard and Mary Synek and Raymond and Marian Iverson, Property Owners, Patrick Hudec, Attorney, Applicant, East Troy Township. Rezone approx. .04 acres of B-3 to R-1.

Supervisor Weber offered a motion, second by Supervisor Kilkenny, to hold Item #5, Correspondence from Supervisor David A. Weber, and that it be placed on the June County Board of Supervisors Agenda under Communications and Matters to be Referred and that it be referred to the County Zoning Agency. Motion carried by voice vote.

Unfinished Business

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

Charles B. Moelter Family Trust and Moelter Foundation, Section 32 & 33, Lyons Township. Rezone approximately 3.7 acres of A-1 to A-4, approximately 1.5 acres of A-1 to C-2, 7.1 acres of M-3 to C-2, 18.3 acres of M-3 to A-1, and 1.7 acres of C-2 to A-1. - Approved 4-0 (April 23, 2015 Zoning Agency hearing)

On motion by Vice Chair Stacey, second by Supervisor Weber, Item 1 of the County Zoning Agency Report of Proposed Zoning Amendments, was approved as recommended by the County Zoning Agency.

Executive Committee

1. Ord. No. 926-05/15 - Amending Chapter 38 of the Walworth County Code of Ordinances Creating Section 38-35 Thereof Relating to Synthetic Marijuana and Related Substances - *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
2. Res. No. 09-05/15 - Commending the Badger High School Culinary Team for Their Second Place Finish at the 2015 ProStart Invitational Culinary Competition at the Wisconsin Restaurant Expo - *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
3. Res. No. 10-05/15 - Submitting Certain Advisory Resolutions to the Wisconsin Counties Association to be Included in its Platform - *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
4. Res. No. 11-05/15 - Denying the Claim of Ruth Powell - *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

On motion by Supervisor Weber, second by Supervisor Schaefer, Item 1, **Ord. No. 926-05/15**; Item 2, **Res. No. 09-05/15**; Item 3, **Res. No. 10-05/15**; Item 4, **Res. No. 11-05/15** were approved by voice vote.

Finance Committee

1. Resolution 18-05/15 - Accepting the Donation of a Precor Adaptive Motion Trainer from the Geneva National Foundation for Use at Lakeland School - *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
2. Resolution 19-05/15 - Authorizing Write Off of 2012 Personal Property Taxes Uncollectible in 2013 - *Vote Required: Two-Thirds* (Recommended by the Finance Committee 5-0)
3. Resolution 20-05/15 - Closing Fiscal Year 2014 - *Vote Required: Two-Thirds* (Recommended by the Finance Committee 5-0)
4. Resolution 21-05/15 - Committing Fund Balances as of December 31, 2014 - *Vote Required: Two-Thirds* (Recommended by the Finance Committee 5-0)

On motion by Supervisor Ingersoll, second by Supervisor Weber, Item 1, **Res. No. 18-05/15** was approved by voice vote.

Supervisor Schaefer offered a motion, second by Supervisor Weber, to approve, Item 2, Res. No. 19-05/15. On motion by Vice Chair Stacey, second by Supervisor Weber, **Res. No. 19-05/15** was approved by unanimous consent.

Supervisor Ingersoll offered a motion, second by Supervisor Schaefer, to approve, Item 3, Res. No. 20-05/15. On motion by Vice Chair Stacey, second by Supervisor Kilkenny, **Res. No. 20-05/15** was approved by unanimous consent.

Supervisor Weber offered a motion, second by Supervisor Schaefer, to approve, Item 4, Res. No. 21-05/15. On motion by Vice Chair Stacey, second by Supervisor Yvarra, **Res. No. 21-05/15** was approved by unanimous consent.

Health and Human Services Board

1. Ord. No. 927-05/15 - Amending Section 50-5 of the Walworth County Code of Ordinances Updating Human Services Priorities - *Vote Required: Majority* (Recommended by the Health and Human Services Board 7-0)
2. Res. No. 15-05/15 - Opposing the Proposed Changes to Wisconsin's Current Long-Term Care System - Family Care, IRIS Partnership, and Aging and Disability Resource Centers - *Vote Required: Majority* (Recommended by the Health and Human Services Board 7-0)
3. Res. No. 16-05/15 Urging the State of Wisconsin to Support Funding for Communicable Disease Control for Population Health - *Vote Required: Majority* (Recommended by the Health and Human Services Board 7-0)

On motion by Supervisor Weber, second by Supervisor Monroe, Item 1, **Ord. No. 927-05/15**; Item 2, **Res. No. 15-05/15**; Item 3, **Res. No. 16-05/15** were approved by voice vote.

Human Resources Committee

1. Ord. No. 928-05/15 - Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Creation of Positions Within the Health and Human Services Department - *Vote Required: Two-Thirds* (Recommended by the Human Resources Committee 5-0)
2. Ord. No. 929-05/15 - Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Reclassification of an LPN-Unit Supervisor Position at Lakeland Health Care Center - *Vote required: Majority* (Recommended by the Human Resources Committee 5-0)
3. Res. No. 17-05/15 - Implementing Changes in Wages for Certain Casual Employees - *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)

Supervisor Monroe offered a motion, second by Supervisor Brellenthin, to approve, Item 1, Ord. No. 928-05/15. On motion by Vice Chair Stacey, second by Supervisor Weber, **Ord. No. 928-05/15** was approved by unanimous consent.

On motion by Supervisor Ingersoll, second by Supervisor Monroe, Item 2, **Ord. No. 929-05/15**; Item 3, **Res. No. 17-05/15** were approved by voice vote.

Land Conservation Committee

1. Res. No. 13-05/15 - Opposing SB 21 and AB 21 as it Relates to Repealing Wisconsin Statutes 145.245, Wisconsin Fund Program - *Vote Required: Majority* (Recommended by the Land Conservation Committee 4-0)
2. Res. No. 14-05/15 - Supporting the Provision of Adequate Resources to Support County Land Conservation and Cost-Sharing for Farmers and Other Land Users - *Vote Required: Majority* (Recommended by the Land Conservation Committee 4-0)

On motion by Supervisor Staples, second by Supervisor Weber, Item 1, **Res. No. 13-05/15**; Item 2, **Res. No. 14-05/15** were approved by voice vote.

Public Works Committee

1. Res. No. 12-05/15 - Approving Wisconsin Department of Transportation Local Bridge Program Grant Application for CTH DD Bridge over Sugar Creek - *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)

On motion by Vice Chair Stacey, second by Supervisor Monroe, Item 1, **Res. No. 12-05/15** was approved by voice vote.

Report of Special Committees

There was none.

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

There was none.

Chairperson's Report

Chair Russell read a card received from the Elsa Weber Family for the floral arrangement that was sent by the County Board. Russell announced the Friends Committee of the White River County Park will be hosting a paddle and picnic on Saturday at the White River County Park from 10:00 a.m. until 2:00 p.m.

Adjournment

On motion by Vice Chair Stacey, second by Supervisor Monroe, the meeting was adjourned at 6:17 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 May 12, 2015 meeting.

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

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

Name: Judith Atkinson

Date: 03/26/2015

Mailing Address: W2335 County Road D
Elkhorn, WI
53121

Phone: 262-642-5836

I reside in: the Township of Spring Prairie
 the Village of
 the City of

Please consider me for appointment to: ADRC Governing Board, Citizen Representative for the intellectual (developmental) disability population.

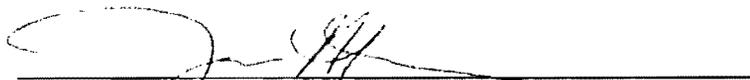
I am interested in serving as a citizen representative because: Many individuals with intellectual (developmental) disabilities have challenges that are not as visible as individuals with physical disabilities. This provides the need to use different types of intervention. My daughter has a form of Autism and has been in school under an IEP for over 10 years. We worked through special services through the East Troy School District and with the educators at Lakeland School, where she is in the first year of the "Life Skills You" program. We are also involved with a program for young adults with autism at Marquette University. As we move on in her life, it is more apparent that there is a strong need for more support for people who have intellectual/developmental disabilities. They are provided support throughout their "formal" school years, but then, if they are not aware of the services that are available, are left to their own devices. My true interest in serving as a citizen representative is to help others learn to navigate the various services that are provided.

Special skills, experience or qualifications I possess related to this appointment are: I have worked as a Human Resources professional for 20 years, working with diverse populations. My experiences encompass Employee Relations, Labor Relations, Union Negotiations, Recruiting and Hiring, Performance Management, Employment Law, Training, Organization Development, Technical Training, Management of People, Customer Service, Change Management, Compensation / Benefits, Diversity, Payroll Management, Sales, Government, Higher Education, and Non-Profit work. I am an action-oriented leader in creation, implementation and facilitation of training programs, professional development, internal/external consulting, and relationship management. I have strength in effective/responsive project management, utilizing competencies in coordination, planning and organizing, communication, problem solving, leadership, motivation, accountability, and follow through. I have demonstrated ability to work effectively with all levels of employees; am an excellent group/team facilitator and a focused listener, able to read situations quickly and settle disputes equitably. I understand the importance of being able to see all sides of an issue/situation/behavior and to understand what the next steps/intervention should be, both for the individual/group involved as well as the organization. Education and understanding in the community is critical for the future of individuals with disabilities. Personally I have experienced dealing with an individual with intellectual/developmental disability. As she has grown, her needs have changed. I want to help other caregivers know and understand what is available to support their lives, and for both this population as well as the general population to know the significance of providing the structure and resources needed.

Check one of the following:

- I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.
- I am not a resident of Walworth County.

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



Signature of Applicant

3/26/2015

Date

Feel free to attach any additional documentation to this form.

Nomination for Committee/Board/Commission Appointment

Committee: Board of Adjustment (BOA)

Nominee: John Roth

Address: N2483 Ravine Drive

Lake Geneva, WI 53147

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? June 30, 2015

Was this vacancy advertised? Yes

Comment This appointment is for an additional three-year term to begin upon confirmation and end on June 30, 2018.

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

For incumbents, committee attendance, if known:

WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

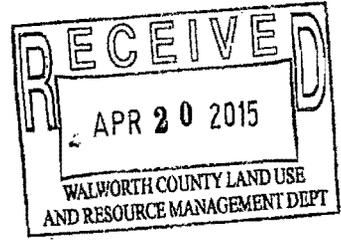
Name: JOHN ROTH

Date: 4/13/2015

Mailing Address: N2483 TRAVINE DR
LAKE GENEVA, WI
53147

Phone: 262-245-0480

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



Please consider me for appointment to: BOARD OF ADJUSTMENT

I am interested in serving as a citizen representative because: MY FAMILY HAS LIVED IN WALWORTH COUNTY FOR 70 YEARS. I HAVE A VESTED INTEREST IN THE FUTURE OF THE COUNTY AND THE RESIDENTS.

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

Check one of the following:

- I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.
- I am not a resident of Walworth County.

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

John Roth 4/13/2015
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

John Roth

N 2483 Ravine Dr.
Lake Geneva, WI 53147
262-245-0480
(Cell) 262-949-1052
john.roth@badger.k12.wi.us

Objective

Part-time Position in Municipal Management and Administration

Education

Master's Degree Business Administration, RSBA
Bachelor's Degree Business and Finance

Licenses

Lifetime School Business Administration

Employment

Self-Employed Municipal Consultant 2007 to Present
Lake Geneva School Business Administrator, RSBA, 1976 - 2007

Employment Responsibilities

School District Budgeting: Lake Geneva, Big Foot, Woods, Paris, Hartland-Lakeside
Purchasing, Including Computer Evaluation and Implementation
Central Office Management
General Ledger Accounting and Auditing
Transportation
Construction and Long-Term Borrowing
Long Range Fiscal Planning
Government Grant Writing and Applications
Insurance and Legal Liabilities
Collective Bargaining and Contract Management

Boards and Appointments

Walworth County Board of Adjustments (BOA), 2007 - Present
Village of Williams Bay Municipal Board, 4 Years Elected
Wisconsin Association of School Business Officials, 4 Years Elected
Sunset Hills Board of Directors, 12 Years Elected
State of Wisconsin Property Insurance Board, 4 Years Appointed
Wisconsin Investment Services Cooperative, 4 Years Appointed
Lake Geneva United Way Board of Directors, 9 Years Appointed
State Appointments on Finance and Accounting

References

Available on Request

Nomination for Committee/Board/Commission Appointment

Committee: Board of Adjustment (BOA)

Nominee: Joseph Pappa

Address: W4856 County Road ES

Elkhorn, WI 53121

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? Elizabeth Sukala, alternate member

When did/does the incumbent's current term expire? June 30, 2016

Was this vacancy advertised? Yes

Comment Upon County Board confirmation, Mr. Pappa would fill the unexpired term of

Ms. Sukala as an alternate member on BOA.

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

For incumbents, committee attendance, if known:

WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: Joseph J. Pappi

Date: 3-26-15

Mailing Address: W486 CITY RD E5
Elkhorn WI 53121
JJPXROADS@ELKHNET.NET

Phone: 262-742-5404
Cell - 262-581-5538

RECEIVED

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

MAR 30 2015

WALWORTH COUNTY ADMINISTRATION

Please consider me for appointment to: Board of Adjustment / Review

I am interested in serving as a citizen representative because: My concerns
for the growth & development of our towns
and county - making us stronger while preserving
the rights of our property owners

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

8 yrs zoning planning commission / 4 yrs chairman
1 yrs town of Lafayette - Supv 1

Check one of the following:

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

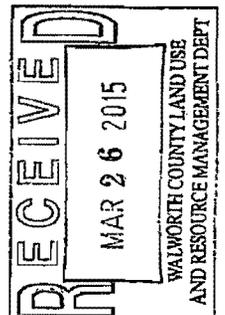
I am not a resident of Walworth County.

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


Signature of Applicant

3-26-15
Date

Feel free to attach any additional documentation to this form.



Nomination for Committee/Board/Commission Appointment

Committee: Land Information Advisory Council (LIAC)

Nominee: Captain Dana Nigbor

Address: 1770 County Road NN
Elkhorn, WI 53121

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? Undersheriff Kevin Williams

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

Was this vacancy advertised? _____

Comment Per county ordinance, LIAC shall consist of an employee of the Sheriff's Office
with emergency communications responsibilities. Captain Nigbor is Captain of
Communications. Upon confirmation, Captain Nigbor will replace Undersheriff
Williams on the Land Information Advisory Council.

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

For incumbents, committee attendance, if known:

Nomination for Committee/Board/Commission Appointment

Committee: Walworth County Metropolitan Sewerage District (WalCoMet)

Nominee: Thomas S. Eck

Address: 124 Birch Walnut Rd.

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? February 28, 2013

Was this vacancy advertised? Yes

Comment Upon County Board confirmation, Mr. Eck would be reappointed to the
WalCoMet Commission for a term ending February 28, 2018.

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

For incumbents, committee attendance, if known:

Nomination for Committee/Board/Commission Appointment

Committee: Walworth County Metropolitan Sewerage District (WalCoMet)

Nominee: Dean Logterman

Address: 140 Washington St.

Darien, WI 53114

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? February 28, 2015

Was this vacancy advertised? Yes

Comment Upon County Board confirmation, Mr. Logterman would be reappointed to the
WalCoMet Commission for a term ending February 28, 2020.

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

For incumbents, committee attendance, if known:

Nomination for Committee/Board/Commission Appointment

Committee: Walworth County Metropolitan Sewerage District (WalCoMet)

Nominee: Harold Shortenhaus

Address: 212 W. Geneva Street

Delavan, WI 53115

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? February 28, 2014

Was this vacancy advertised? Yes

Comment Upon County Board confirmation, Mr. Shortenhaus would be reappointed to the
WalCoMet Commission for a term ending February 28, 2019.

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

For incumbents, committee attendance, if known:

RECEIVED
WALWORTH COUNTY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

2015 MAY 19 AM 9:40
WALWORTH COUNTY

LSCG Fund 17, LLC, a Delaware limited
liability company,
13949 Van Nuys Blvd.
Suite 200
Sherman Oaks, CA 91423

File No. **15CV0325**

SUMMONS

Plaintiff,

Case Code: 30404

vs.

Case Type: Mortgage Foreclosure

Mann Bros., Inc., a Wisconsin corporation,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

Mann Ventures, LLC, a Wisconsin limited
liability company,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

D&M Enterprises, LLC, a Wisconsin
limited liability company,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

Mann Development, Inc., a Wisconsin
corporation,
1950 N. Wisconsin Street
Suite 8C
Elkhorn, WI 53121;

R. Mann Investments, LLC, a Wisconsin
corporation,
1950 N. Wisconsin Street
Suite 8C
Elkhorn, WI 53121;

State of Wisconsin
c/o Brad D. Schimel,
2 East Main Street
Madison, WI 53703;

FILED

MAY 19 2015

CIRCUIT COURT
WALWORTH COUNTY
DUSTIN POWERS

Dodge Concrete, Inc., a Wisconsin corporation,
c/o Joseph F. Marx
W6911 Silver Creek Road
Watertown, WI 53098;

Bore Master, Inc., a Wisconsin corporation,
c/o Daniel Olson
N50W23076 Betker Road
Pewaukee, WI 53072;

Fabco Equipment, Inc., a Wisconsin corporation,
Kenton B. Oren
11200 W Silver Spring Road
Milwaukee, WI 53225;

Gerdau Ameristeel US, Inc., a Florida corporation,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

City of Elkhorn, Wisconsin
c/o Cairie L. Virrueta
9 South Broad Street
Elkhorn, WI 53121;

Growmark, Inc., a Delaware corporation,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

RFH Jr, Inc., a Wisconsin corporation,
c/o Robert F. Huml, Jr.
4220 N. Newville Road
Janesville, WI 53545;

H. James & Sons, Inc., a Wisconsin corporation,
c/o Donna M. James
4624 Ideal Road
Fennimore, WI 53809;

American State Equipment Co., a
Wisconsin corporation,
c/o Stephen D. Kraut
2055 South 108th Street
West Allis, WI 53227;

Wisconsin Department of Workforce
Development;
201 E. Washington Avenue
Madison, WI 53703;

Frawley Oil Company, Inc., a Wisconsin
corporation,
c/o Michael J. Frawley,
600 E Milwaukee Street
Whitewater, WI 53190;

Vulcan Construction Materials LP, a
Delaware limited partnership,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

BT Equipment, LLC, a Wisconsin limited
liability company,
c/o Timothy Otterstatter
N9220 Donald Lane
Watertown, WI 53094;

Zenith Tech, Inc., a Wisconsin corporation,
c/o Mark E. Filmanowicz
N6 W23633 Bluemound Road
Waukesha, WI 53188-1741;

Wisconsin Bell, Inc., a Wisconsin
corporation,
c/o CT Corporation System
8020 Excelsior Drive, Suite 200
Madison, WI 53717;

Wingra Redi-Mix, Inc., a Wisconsin
corporation,
c/o Robert M. Shea
2975 Kapec Road
Madison, WI 53744;

Citizens Insurance Company of America
c/o CT Corporation Systems
8020 Excelsior Drive
Suite 200
Madison, WI 53717;

Middlesex Insurance Company
c/o CT Corporation Systems
8020 Excelsior Drive
Suite 200
Madison, WI 53717;

Hudson Insurance Company, a Delaware
corporation,
c/o Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801;

Central Pension Fund of the International
Union of Operating Engineers,
c/o Michael Crabtree
4115 Chesapeake Street, NW
Washington, DC 20016;

Joint Labor Management Work
Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Operating Engineers Local 139 Health
Benefit Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Wisconsin Operating Engineers Skill
Improvement and Apprenticeship Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

International Union of Operating Engineers
Local 139,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Central States, Southeast and Southwest
Areas Pension Fund
c/o Felice Patti
9377 West Higgins Road
Rosemont, IL 60018;

Central States, Southeast and Southwest
Areas Health and Welfare Fund
c/o Felice Patti
9377 West Higgins Road
Rosemont, IL 60018;

X Walworth County, Wisconsin,
c/o Kimberly S. Bushey
100 West Walworth Street
Elkhorn, WI 5312;

Mann Complex Condominium Owners
Association, Inc.,
1950 N. Wisconsin Street, Suite 8C,
Elkhorn, WI 53121;

5-19-15 / 940 AM
Cu #3

All successors and assigns of the above-
named Defendants; and

All other persons or parties unknown,
claiming any right, title, estate, lien or
interest in the real property described in the
Complaint;

Defendants.

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days (or within forty-five (45) days if you are the State of Wisconsin, an agency of the State of Wisconsin, or an insurance company) of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes.

The Answer must be sent or delivered to the Court at Walworth County Judicial Center, 1800 County Road NN, Elkhorn, WI 53121.

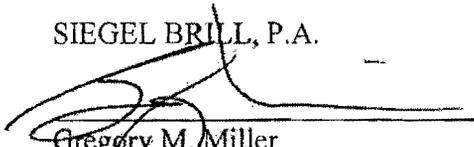
The Answer must also be sent or delivered to Plaintiff's attorney, Siegel Brill, P.A. 100 Washington Avenue South, Suite 1300, Minneapolis, MN 55402.

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days (or within forty-five (45) days if you are the State of Wisconsin, an agency of the State of Wisconsin, or an insurance company), the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizures of property.

Dated: May 12, 2015

SIEGEL BRILL, P.A.



Gregory M. Miller
WI State Bar ID No: 1067368
100 Washington Ave. South
Suite 1300
Minneapolis, MN 55402
(612) 337-6100
Attorneys for Plaintiff

LSCG Fund 17, LLC, a Delaware limited liability company,
13949 Ventura Blvd.
Suite 300
Sherman Oaks, CA 91423

File No. **15CV0325**

**COMPLAINT TO FORECLOSE
MORTGAGE**

Plaintiff,

vs.

Case Code: 30404

Case Type: Mortgage Foreclosure

Mann Bros., Inc., a Wisconsin corporation,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

Mann Ventures, LLC, a Wisconsin limited liability company,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

D&M Enterprises, LLC, a Wisconsin limited liability company,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

Mann Development, Inc., a Wisconsin corporation,
1950 N. Wisconsin Street
Suite 8C
Elkhorn, WI 53121;

R. Mann Investments, LLC, a Wisconsin corporation,
1950 N. Wisconsin Street
Suite 8C
Elkhorn, WI 53121;

State of Wisconsin
c/o Brad D. Schimel,
2 East Main Street
Madison, WI 53703;

FILED

MAY 19 2015

CIRCUIT COURT
WALWORTH COUNTY
DUSTIN POWERS

Dodge Concrete, Inc., a Wisconsin corporation,
c/o Joseph F. Marx
W6911 Silver Creek Road
Watertown, WI 53098;

Bore Master, Inc., a Wisconsin corporation,
c/o Daniel Olson
N50W23076 Betker Road
Pewaukee, WI 53072;

Fabco Equipment, Inc., a Wisconsin corporation,
Kenton B. Oren
11200 W Silver Spring Road
Milwaukee, WI 53225;

Gerdau Ameristeel US, Inc., a Florida corporation,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

City of Elkhorn, Wisconsin
c/o Cairie L. Virrueta
9 South Broad Street
Elkhorn, WI 53121;

Growmark, Inc., a Delaware corporation,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

RFH Jr, Inc., a Wisconsin corporation,
c/o Robert F. Huml, Jr.
4220 N. Newville Road
Janesville, WI 53545;

H. James & Sons, Inc., a Wisconsin corporation,
c/o Donna M. James
4624 Ideal Road
Fennimore, WI 53809;

American State Equipment Co., a
Wisconsin corporation,
c/o Stephen D. Kraut
2055 South 108th Street
West Allis, WI 53227;

Wisconsin Department of Workforce
Development;
201 E. Washington Avenue
Madison WI 53703;

Frawley Oil Company, Inc., a Wisconsin
corporation,
c/o Michael J. Frawley,
600 E Milwaukee Street
Whitewater, WI 53190;

Vulcan Construction Materials LP, a
Delaware limited partnership,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

BT Equipment, LLC, a Wisconsin limited
liability company,
c/o Timothy Otterstatter
N9220 Donald Lane
Watertown, WI 53094;

Zenith Tech, Inc., a Wisconsin corporation,
c/o Mark E. Filmanowicz
N6 W23633 Bluemound Road
Waukesha, WI 53188-1741;

Wisconsin Bell, Inc., a Wisconsin
corporation,
c/o CT Corporation System
8020 Excelsior Drive, Suite 200
Madison, WI 53717;

Wingra Redi-Mix, Inc., a Wisconsin
corporation,
c/o Robert M. Shea
2975 Kapec Road
Madison, WI 53744;

Citizens Insurance Company of America
c/o CT Corporation Systems
8020 Excelsior Drive
Suite 200
Madison, WI 53717;

Middlesex Insurance Company
c/o CT Corporation Systems
8020 Excelsior Drive
Suite 200
Madison, WI 53717;

Hudson Insurance Company, a Delaware
corporation,
c/o Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801;

Central Pension Fund of the International
Union of Operating Engineers,
c/o Michael Crabtree
4115 Chesapeake Street, NW
Washington, DC 20016;

Joint Labor Management Work
Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Operating Engineers Local 139 Health
Benefit Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Wisconsin Operating Engineers Skill
Improvement and Apprenticeship Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

International Union of Operating Engineers
Local 139,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Central States, Southeast and Southwest
Areas Pension Fund
c/o Felice Patti
9377 West Higgins Road
Rosemont, IL 60018;

Central States, Southeast and Southwest
Areas Health and Welfare Fund
c/o Felice Patti
9377 West Higgins Road
Rosemont, IL 60018;

Walworth County, Wisconsin,
c/o Kimberly S. Bushey
100 West Walworth Street
Elkhorn, WI 5312;

Mann Complex Condominium Owners
Association, Inc.,
1950 N. Wisconsin Street, Suite 8C,
Elkhorn, WI 53121;

All successors and assigns of the above-
named Defendants; and

All other persons or parties unknown,
claiming any right, title, estate, lien or
interest in the real property described in the
Complaint;

Defendants.

Plaintiff LSCG Fund 17, LLC, as and for its Complaint against the above-named Defendants, states and alleges as follows:

PARTIES

1. Plaintiff LSCG Fund 17, LLC (“Plaintiff”) is a Delaware limited liability with offices located at 13949 Ventura Blvd., Suite 300, Sherman Oaks, CA 91423. Plaintiff brings this action as assignee under the Mortgage, underlying note and renewals, and Security Agreement (each hereinafter described).

2. Defendant Mann Bros., Inc. (“Mortgagor”) is a Wisconsin corporation with a principal office located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. Mortgagor executed the Mortgage at issue in this action.

3. Defendant Mann Ventures, LLC is a Wisconsin limited liability company with principal offices located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. The registered agent and address is Lisle W. Blackbourne, Esq., Godfrey, Leibsle, Blackbourn & Howarth, S.C., 354 Seymour Court, Elkhorn, WI 53121. Mann Ventures, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

4. Defendant D&M Enterprises, LLC is a Wisconsin limited liability company with principal offices located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. The registered agent is Lisle W. Blackbourne, Esq., Godfrey, Leibsle, Blackbourn & Howarth, S.C., 354 Seymour Court, Elkhorn, WI 53121. D&M Enterprises, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

5. Defendant Mann Development, Inc. is a Wisconsin corporation with principal offices located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121. The registered agent is Robert E. Mann. Mann Development, Inc. is a named borrower on a loan secured by the

Mortgage at issue in this action.

6. Defendant R. Mann Investments, LLC is a Wisconsin limited liability company with a principal office located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121. The registered agent is Robert E. Mann. R. Mann Investments, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

7. Defendant State of Wisconsin, in care of Brad D. Schimel, Attorney General, 2 East Main Street, Madison, WI 53703. The State of Wisconsin is the judgment lien creditor on a judgment against Mortgagor for an originally stated amount of \$75,000.00, dated November 4, 2008, and docketed on November 11, 2008 as case number 2008CX000002 (“Wisconsin Judgment”). Plaintiff does not contest that, as a result of the Wisconsin Judgment, the State of Wisconsin’s interest in the Property is superior to Plaintiff’s interest. Plaintiff does not seek to terminate the State of Wisconsin’s interest in the Property that arises out of the Wisconsin Judgment.

8. Defendant Dodge Concrete, Inc. is a Wisconsin corporation with a principal office and registered agent office located at W6911 Silver Creek Road, Watertown, WI 53098. The registered agent is Joseph F. Marx. Dodge Concrete, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$5,179.50, dated March 8, 2012, and docketed March 8, 2012 as Case No. 2012SC000336. Dodge Concrete, Inc.’s interest in the Property at issue in this case is junior to Plaintiff’s interest.

9. Defendant Bore Master, Inc. is a Wisconsin corporation with a principal office and registered agent office located at N50W23076, Betker Road, Pewaukee, WI 53072. The registered agent is Daniel Olson. Bore Master, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$18,172.00, dated July 3, 2012, and

recorded July 3, 2012 as Case No. 2012CV000794. Bore Master, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

10. Defendant Fabco Equipment, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 11200 W. Silver Spring Road, Milwaukee, WI 53225. The registered agent is Kenton B. Oren. Fabco Equipment, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$172,034.48, dated July 2, 2012, and docketed July 16, 2012 as Case No. 2012TJ000059. Fabco Equipment, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

11. Defendant Gerdau Ameristeel US, Inc. is a Florida corporation that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office is located at 4221 West Boy Scout Blvd., Suite 600, Tampa, FL 33607. Gerdau Ameristeel US, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$15,495.06, dated July 12, 2012, and docketed July 20, 2012 as Case No. 2012TJ000062. Gerdau Ameristeel US, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

12. Defendant City of Elkhorn, Wisconsin, in care of Cairie L. Virrueta, City Clerk, 9 South Broad Street, Elkhorn, WI 53121. The City of Elkhorn is a judgment creditor on a judgment against Mortgagor in the originally stated amount of \$54,451.03, dated July 24, 2012, and docketed July 24, 2012 as Case No. 2012CV000734. The City of Elkhorn's interest in the Property at issue in this case is junior to Plaintiff's interest.

13. Defendant Growmark, Inc. is a Delaware corporation that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office is located at 1701 Towanda Avenue,

P.O. Box 2500, Bloomington, IL 61702-2500. Growmark, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$39,499.57, dated July 30, 2012, and docketed August 15, 2012 as Case No. 2012TJ000070. Growmark, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

14. Defendant RFH JR, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 4220 N. Newville, Rd., P.O. Box 1427, Janesville, WI 53545.

The registered agent is Robert F. Huml, Jr. RFH JR, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$108,056.30, dated February 26, 2013, and docketed February 26, 2013 as Case No. 2012CV001412. RFH JR, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

15. Defendant H. James & Sons, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 4642 Ideal Road, Fennimore, WI 53809. The registered agent is Donna M. James. H. James & Sons is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$13,692.28, dated February 12, 2013, and docketed February 13, 2013 as Case No. 2012CV000440. H. James & Sons, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

16. Defendant American State Equipment Co., Inc. is a Wisconsin corporation with a principal office and registered agent office located at 2055 S. 108th Street, West Allis, WI 53227. The registered agent is Stephen D. Kraut. American State Equipment Co., Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$79,317.71, dated March 5, 2013, and docketed March 5, 2013 as Case No. 2012CV000356. American State Equipment Co., Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

17. Wisconsin Department of Workforce Development, 201 E. Washington Avenue,

Madison, WI 53703. The Wisconsin Department of Workforce Development filed a Delinquent Worker's Compensation Warrant in the Office of the Clerk of the Circuit Court of Walworth County in the originally stated amount of \$18,215.55 and docketed March 12, 2013 as No. 2013UC000039. The Wisconsin Department of Workforce Development's interest in the Property at issue in this case is junior to Plaintiff's interest.

18. Defendant Frawley Oil Company, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 600 E. Milwaukee Street, P.O. Box. 630, Whitewater, WI 53190. The registered agent is Michael J. Frawley. Frawley Oil Company, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$265,653.00, dated April 26, 2013, and docketed April 26, 2013 as Case No. 2012CV000530. Frawley Oil Company, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

19. Defendant Vulcan Construction Materials, Limited Partnership is a Delaware limited partnership that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office address is 1200 Urban Center Drive, Birmingham, AL 35242. Vulcan Construction Materials, Limited Partnership is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$59,701.32, dated May 16, 2013, and docketed May 16, 2013 as Case No. 2012CV000999. Vulcan Construction Materials, Limited Partnership's interest in the Property at issue in this case is junior to Plaintiff's interest.

20. Defendant BT Equipment, LLC is a Wisconsin limited liability company with a principal office and registered agent office located at N9220 Donald Lane, Watertown, WI 53094. The registered agent is Timothy Otterstatter. BT Equipment, LLC is the judgment

creditor on a judgment against Mortgagor in the originally stated amount of \$28,853.79, dated May 29, 2013, and docketed May 29, 2013 as Case No. 2012CV001006. BT Equipment, LLC's interest in the Property at issue in this case is junior to Plaintiff's interest.

21. Defendant Zenith Tech, Inc. is a Wisconsin corporation with a principal office and registered agent office located at N6 W23633 Bluemound Road, Waukesha, WI 53188. The registered agent is Mark E. Filmanowicz. Zenith Tech, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$31,621.80, dated May 29, 2013, and docketed June 3, 2013 as Case No. 2012TJ000046. Zenith Tech, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

22. Defendant Wisconsin Bell, Inc. is a Wisconsin corporation with a principal office located at 722 N. Broadway, Milwaukee, WI 53202 and a registered agent office located at 8020 Excelsior Dr., Suite 200, Madison, WI 53717. The registered agent is CT Corporation System. Wisconsin Bell, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$1,447.80, dated June 20, 2013, and docketed June 27, 2013 as Case No. 2013SC001020. Wisconsin Bell, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

23. Defendant Wingra Redi-Mix, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 2975 Kapec Rd., P.O. Box 44284, Madison, WI 53719. The registered agent is Robert M. Shea. Wingra Redi-Mix, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$110,330.48, dated August 6, 2013, and docketed August 12, 2013 as Case No. 2012CV000517. Wingra Redi-Mix, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

24. Defendant Citizens Insurance Company of America, has a principal office located

at 645 West Grand River Avenue, Howell, MI 48843, and a registered agent office located at 8020 Excelsior Drive, Suite 200, Madison, WI 53717. The registered agent is CT Corporation Systems. Citizens Insurance Company of America is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$162,973.18, dated October 8, 2013, and docketed December 4, 2013 as Case No. 2013FJ000034. Citizens Insurance Company of America's interest in the Property at issue in this case is junior to Plaintiff's interest.

25. Defendant Middlesex Insurance Company, has a principal office located at 1800 North Point Drive, Stevens Point, WI 54481-1253, and a registered agent office located at 8020 Excelsior Drive, Suite 200, Madison, WI 53717. The registered agent is CT Corporation Systems. Middlesex Insurance Company is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$4,279.93, dated January 14, 2014, and docketed February 7, 2014 as Case No. 2014TJ000009. Middlesex Insurance Company's interest in the Property at issue in this case is junior to Plaintiff's interest.

26. Defendant Hudson Insurance Company is a Delaware corporation with a registered agent and office at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801; Dina Daskalakis, 100 William Street, Fifth Floor, New York, NY 10038. Hudson Insurance Company is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$1,228,554.49, dated January 15, 2013, and docketed April 25, 2013 as Case No. 2013TJ000030. Hudson Insurance Company's interest in the Property at issue in this case is junior to Plaintiff's interest.

27. Defendant Central Pension Fund of the International Union of Operating Engineers, in care of Michael Crabtree, Fund Counsel, 4115 Chesapeake Street, North West, Washington, DC 20016. Central Pension Fund of the International Union of Operating Engineers is the

judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Central Pension Funds's interest in the Property at issue in this case is junior to Plaintiff's interest.

28. Defendant Joint Labor Management Work Preservation Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Joint Labor Management Work Preservation Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Joint Labor Management Work Preservation Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

29. Defendant Operating Engineers Local 139 Health Benefit Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Operating Engineers Local 139 Health Benefit Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Operating Engineers Local 139 Health Benefit Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

30. Defendant Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

31. Defendant International Union of Operating Engineers Local 139, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. International Union of Operating Engineers Local 139 is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. International Union of Operating Engineers Local 139's interest in the Property at issue in this case is junior to Plaintiff's interest.

32. Defendant Central States, Southeast and Southwest Areas Pension Fund, care of Felice Patti, 9377 West Higgins Road, Rosemont, Illinois 60018. Central States, Southeast and Southwest Areas Pension Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$8,307,078.02, dated October 28, 2014, and docketed January 21, 2015 as Case No. 2015 FJ000001. Central States, Southeast and Southwest Areas Pension Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

33. Defendant Central States, Southeast and Southwest Areas Health and Welfare Fund, care of Felice Patti, 9377 West Higgins Road, Rosemont, Illinois 60018. Central States, Southeast and Southwest Areas Health and Welfare Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$8,307,078.02, dated October 28, 2014, and docketed January 21, 2015 as Case No. 2015FJ000001. Central States, Southeast and Southwest Areas Health and Welfare Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

34. Defendant Walworth County, in care of Kimberly S. Bushey, Clerk of Walworth County, 100 West Walworth Street, Elkhorn, WI 53121. There are delinquent taxes for the years 2012, 2013, and 2014 in an amount of \$8,661.43, plus interest and penalties.

35. Defendant Mann Complex Condominium Owners Association, Inc. has a principal

office located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121.

36. All successors and assigns of the above-named Defendants.

37. All other persons or parties unknown, claiming any right, title, estate, lien, or interest in the real property described in the Complaint.

JURISDICTION AND VENUE

38. Walworth County, Wisconsin has appropriate jurisdiction and venue over this action because the property subject to the Mortgage is located in Walworth County.

FACTS

39. The Mortgage at issue in this action was granted by Mortgagor Mann Bros., Inc. and encumbers real property located in Walworth County, Wisconsin, with the address 1950 N. Wisconsin Street, Unit #6, Elkhorn, Wisconsin 53121 and the Parcel Identification Number "YMC 00006". The legal description of the property is:

Unit 6 in Mann Complex Condominium, together with said units undivided percentage interest in the common element, and the exclusive use of the limited common elements appurtenant to said unit all in Mann Complex Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on August 31, 1994, as Document No. 571245, said condominium being located in the City of Elkhorn, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto

("Property").

40. The Property is a commercial condominium that has not been abandoned and is not a homestead ("Property").

41. On or about January 13, 2006, Community Bank CBD ("Original Mortgagee") granted a loan to Mann Ventures, LLC for \$534,742.00, a true and correct copy of which is

attached as **Exhibit A** and is incorporated herein and made a part of this Complaint by reference (“2006 Note”). The 2006 Note is the underlying note that forms the basis for Plaintiff’s foreclosure action. Pursuant to the terms of the 2006 Note, the unpaid principal and all accrued interest remaining was due on July 13, 2010.

42. On or about August 13, 2010, Original Mortgagee and Mann Ventures, LLC renewed the unpaid balance on the 2006 Note by execution of a renewal note for \$489,672.48, a true and correct copy of which is attached as **Exhibit B** and is incorporated herein and made a part of this Complaint by reference (“2010 Renewal of 2006 Note”). Pursuant to the terms of the 2010 Renewal of 2006 Note, the unpaid principal and all accrued interest remaining was due on August 13, 2013.

43. On or about April 12, 2012, Mortgagor executed a Mortgage on the Property in favor of Original Mortgagee, a true and correct copy of which is attached as **Exhibit C** and is incorporated herein and made a part of this Complaint by reference (“Mortgage”). The Mortgage was recorded on April 17, 2012, in the official records of the Walworth County Register of Deeds Office as Document Number 836377.

44. The Mortgage was issued to pledge the Property as additional collateral for \$162,000.00 of the unpaid balance of the 2010 Renewal of 2006 Note granted by Original Mortgagee. Defendants Mann Ventures, LLC, D&M Enterprises, LLC, Mann Development, Inc., and R. Mann Investments, LLC (collectively, “Third-Party Borrowers”) are named as borrowers under the Mortgage.

45. Paragraph 5 of the Mortgage provides that the Mortgage secures “all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by [Original Mortgagee] to any Mortgagor, to any

Mortgagor and another or to another guaranteed or endorsed by any Mortgagor” See Ex. C, at ¶ 5(b) (emphasis added).

46. Page 1 of the Mortgage states in bold and capitalized letters, **“SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.”** See Ex. C, at 1.

47. On or about April 12, 2012, Mortgagor, as Maker, executed a Real Estate Security Agreement in favor of Original Mortgagee, as Lender, granting a continuing lien on the Property, a true and correct copy of which is attached as **Exhibit D** and is incorporated herein and made a part of this Complaint by reference (“Security Agreement”). The Security Agreement was recorded on April 17, 2012, in the official records of the Walworth County Register of Deeds Office as Document Number 836378.

48. Under Paragraph 2 of the Security Agreement, the continuing lien on the Property secures “all debts, obligations, and liabilities arising out of all credit previously granted, all credit contemporaneously granted and all credit granted in the future by [Original Mortgagee] *to any Customer, to any Customer of another, or to another guaranteed or endorsed by any Customer*” See Ex. D, at ¶ 2 (emphasis added).

49. On or about August 1, 2012, Original Mortgagee and Defendant Mann Ventures, LLC renewed the unpaid balance of the 2010 Renewal of 2006 Note (“2012 Renewal of 2006 Note”). See Ex.B.

50. On or about March 22, 2013, Original Mortgagee and Defendant Mann Ventures, LLC renewed the unpaid balance of the 2012 Renewal of 2006 Note by execution of a renewal

note for \$482,254.82, a true and correct copy of which is attached as **Exhibit E** and is incorporated herein and made a part of this Complaint by reference (“2013 Renewal of 2006 Note”). Pursuant to the terms of the 2013 Renewal of 2006 Note, the unpaid principal and all accrued remaining interest was due on August 1, 2013.

51. On or about July 24, 2013, Original Mortgagee endorsed the 2013 Renewal of 2006 Note to Plaintiff through an Allonge, a true and correct copy of which is attached as **Exhibit F** and is incorporated herein and made a part of this Complaint by reference (“Allonge”).

52. On or about July 24, 2013, Original Mortgagee assigned the Mortgage to Plaintiff through an Assignment of Mortgage, a true and correct copy of which is attached as **Exhibit G** and is incorporated herein and made a part of this Complaint by reference (“Assignment of Mortgage”). The Assignment of Mortgage was recorded on August 13, 2013 in the official records of the Walworth County Register of Deeds Office as Document Number 869204.

53. On or about July 24, 2013, Original Mortgagee assigned the Security Agreement to Plaintiff through an Assignment of Real Estate Security Agreement, a true and correct copy of which is attached as **Exhibit H** and is incorporated herein and made a part of this Complaint by reference. (“Assignment of Security Agreement”). The Assignment of Security Agreement was recorded on August 13, 2013, in the official records of the Walworth County Register of Deeds Office as Document Number 869205.

54. Plaintiff brings this action as assignee of the Mortgage, Security Agreement, and as legal holder of the underlying 2006 Note and all renewals (collectively, “Loan Documents”).

55. At the time of the filing of this Complaint, Mortgagor is the present owner of the Property.

56. The Mortgage constitutes a valid, prior, and paramount lien upon the Property, and the lien is prior and superior to the right, title, interest, claim, or lien of all parties whose interests in the Property are sought to be terminated.

57. Pursuant to Paragraph 6 of the 2013 Renewal of 2006 Note, if Mann Ventures, LLC defaults in its payment obligation to Plaintiff, it is an Event of Default whereby the unpaid balance automatically matures and becomes immediately payable without notice. *See Ex. E, ¶ 6.*

58. Defendant Mann Ventures, LLC is in default in its payment obligation to Plaintiff under the 2013 Renewal of 2006 Note by failing to pay the unpaid principal and remaining accrued interest by August 1, 2013.

59. Pursuant to Paragraph 11 of the Mortgage, if there is a default under any obligation secured by the Mortgage, the obligation can become immediately due and payable at Plaintiff's option. *See Ex. C, ¶ 11.*

60. Paragraph 11 of the Mortgage permits the acceleration of the unpaid principal and interest and authorizes Plaintiff to foreclose on the Property. *See Ex. C, ¶ 11.*

COUNT I: FORECLOSURE OF MORTGAGE

61. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

62. Defendant Mann Ventures, LLC breached the terms of the 2013 Renewal of 2006 Note by failing to pay the unpaid balance and all remaining accrued interest by August 1, 2013.

63. Mortgagor's breach of the 2013 Renewal of 2006 Note constitutes an Event of Default, and Plaintiff is entitled to foreclose on the Property pursuant to Paragraph 11 of the Mortgage.

64. Plaintiff has declared the 2013 Renewal of 2006 Note and obligations under the

Mortgage immediately due and payable by reason of the Event of Default.

65. Accordingly, Plaintiff elects to proceed with a foreclosure pursuant to Wisconsin Statutes Section 846.103(1), with a six-month redemption period, and Plaintiff does not seek to waive any deficiency which may remain due after the sale.

66. Plaintiff has been compelled to advance various amounts of money as reasonable costs, expenses, and fees, including attorneys' fees, incurred in connection with the foreclosure and the protection and enforcement of Plaintiff's rights under the Mortgage.

67. Pursuant to Paragraph 17 of the Mortgage, Plaintiff is entitled to recover from Mortgagor its attorneys' fees, costs, and expenses, incurred in connection with the protection and enforcement of Plaintiff's rights under the Mortgage. *See Ex. C, ¶ 17.*

COUNT II: DECLARATORY JUDGMENT

68. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

69. Plaintiff seeks a declaration from the Court that Plaintiff's Mortgage on the Property constitutes a valid, prior, and superior lien upon the Property, and the lien is prior and superior to any right, title, interest, claim, or lien of all parties, other than (1) the State of Wisconsin, as judgment lien creditor of the Wisconsin Judgment, and (2) Walworth County, in the amount of delinquent taxes, plus interest and penalties, due upon the date of the judgment of foreclosure.

PRAYER FOR RELIEF

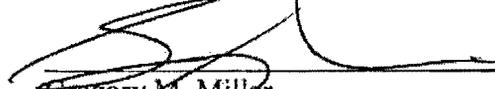
WHEREFORE, Plaintiff requests the following:

1. A judgment of foreclosure and sale in accordance with Wisconsin Statutes Section 846.103;
2. An Order granting possession to the purchaser at a foreclosure sale;

3. An Order enjoining and restraining the Mortgagor and those occupying the Property from committing waste during the pendency of the action;
4. An Order awarding the amounts due and owing to Plaintiff, including attorneys' fees, costs, and expenses;
5. An Order declaring that Plaintiff's Mortgage on the Property constitutes a valid, prior, and superior lien upon the Property, and that the lien is prior and superior to any right, title, interest, claim, or lien of all parties, other than (1) the State of Wisconsin, as judgment lien creditor of the Wisconsin Judgment, and (2) Walworth County, in the amount of delinquent taxes, plus interest and penalties, due upon the date of the judgment of foreclosure; and
6. For such other relief as the court deems just and equitable.

Dated: May 12 2015

SIEGEL BRILL, P.A.



Gregory M. Miller

WI State Bar ID No: 1067368

100 Washington Ave. South

Suite 1300

Minneapolis, MN 55402

(612) 337-6100

Attorneys for Plaintiff

EXHIBIT A

Note # BUSINESS 5495
W. B. A. GP 451 (4/04) 11221
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Port #100263

MANN VENTURES, LLC

BUSINESS NOTE
(Use only for business purpose loans)

Rules not checked are inapplicable.

Mann Ventures, LLC (MAKER) January 13, 2006 (DATE) \$ 534,742.00

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Community Bank Delavan ("Lender") at 820 E. Geneva Street, P.O. Box 648, Delavan, Wisconsin, the sum of \$ 534,742.00, plus interest on the unpaid principal balance, according to the following schedule:

53 equal payment(s) consisting of principal and interest in the amount of \$3,671.18 each, beginning on February 13, 2006 and continuing monthly thereafter, and one (1) final payment consisting of the unpaid principal and all accrued interest remaining due on July 13, 2010.

THE BALANCE DUE ON THIS NOTE HAS BEEN
RENEWED
AUG 13 2010

Community Bank CBD
Delavan, WI 53115

2. Interest Calculation. This Note bears interest on the unpaid principal balance before maturity:

[Check (a) or (b); only one shall apply.]

- (a) Fixed Rate. At the annual rate of 6.500 %.
- (b) Variable Rate. At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), plus minus n/a percentage points. However, the Note Rate shall not exceed n/a % per year and shall not be less than n/a % per year, and until the first change date described below the Note Rate shall be n/a % per year. The Note Rate shall be adjusted as provided below. The Index Rate is: n/a

The Index Rate may or may not be the lowest rate charged by Lender. The Note Rate shall be adjusted only on the following dates: n/a

An adjustment in the Note Rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) n/a

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts. If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

Interest is computed:

- (c) For the actual number of days principal is unpaid on the basis of a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) a 365 day year.
- (d) For the number of days principal is unpaid on the basis of a 360 day year, counting each day as 1/30th of a month and disregarding differences in lengths of months and years.

Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate which would otherwise be applicable under 2(b) above plus 4.000 percentage points of n/a % per year, computed on the same basis as the interest rate before maturity.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5.00 % of the unpaid amount \$ n/a. Maker agrees to pay a charge of \$ 15.00 for each check presented for payment under this Note which is returned unsatisfied.

4. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty n/a

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

OTHER PROVISIONS:

Mann Ventures, LLC (SEAL)

A Wisconsin Limited Liability Company (Type of Organization)

By: [Signature] (SEAL)
David L. Mann, Member

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

P. O. Box 48

Elkhorn, WI 53121 (ADDRESS) (P-1014E)

FOR LENDER CLERICAL USE ONLY

Office Code: 190
HMDA: 9
ims / CR: 3

EXHIBIT A

[Signature]
Thomas D. Enice
LOAN OFFICER

EXHIBIT B

Loan Number: 5495

Port#100263

Mann Ventures, LLC

BUSINESS

Financial Link

W. B. A.

451 (9/09)

11221

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BUSINESS NOTE (Use only for business purpose loans)

Boxes checked are applicable. Boxes not checked are inapplicable.

Mann Ventures, LLC

August 13, 2010

\$ 489,672.48

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Community Bank CBD ("Lender") at 820 E. Geneva Street, P.O. Box 648,

Delavan, Wisconsin, the sum of \$ 489,672.48, plus interest on the unpaid principal balance, according to the following schedule:

35 equal payment(s) consisting of principal and interest, in the amount of \$3,811.70 each, beginning on September 13, 2010 and continuing monthly thereafter, and one (1) final payment consisting of the unpaid principal and all accrued interest remaining due on August 13, 2013.

2. Interest Calculation. Interest shall accrue on the unpaid principal balance before maturity at the annual rate(s) identified in (a), (b) or (c) below applied to the unpaid principal balance as provided in (e) or (f) below:

[Check (a), (b) or (c); only one shall apply.] (a) [X] Fixed Rate. Annual rate of 6.950%.

(b) [] Stepped Fixed Rate. Annual rate of n/a% until n/a and n/a% thereafter ("Note Rate").

(c) [] Variable Rate. At the annual rate which shall equal the Index Rate (as defined below), plus [] minus n/a percentage points ("Note Rate"). However, the Note Rate shall not exceed n/a% and shall not be less than n/a% and until the first change date described below the Note Rate shall be n/a%. The Note Rate shall be adjusted as provided below. The Index Rate is: n/a

The Index Rate may or may not be the lowest rate charged by Lender. The Note Rate shall be adjusted only on the following change dates:

n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

(d) If box (b) or (c) is checked, an adjustment in the Note Rate will result in an increase or decrease in (1) [] the amount of each payment of interest, (2) [] the amount of the final payment, (3) [] the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) [] the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) [] the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) [] n/a

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts.

All rates of interest in this Note are computed and applied to the unpaid principal balance using one of the calculation methods in (e) or (f) below. Interest is computed and applied to the unpaid principal balance:

[Check (e) or (f); only one shall apply.] (e) [X] For the actual number of days principal is unpaid computed on the basis of [X] a 360 day year (which means that the stated annual interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) [] a 365 day year (which means that the stated annual interest rate then in effect for this Note will be divided by 365 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal balance for the actual number of days the unpaid principal balance is unpaid up to 365 days in a calendar year and 366 days in a leap year).

(f) [] For the number of days principal is unpaid computed on the basis of a 360 day year, counting each day as 1/30th of a month and disregarding differences in lengths of months and years.

(g) [] Past due interest shall bear interest from its due date until paid at the stated annual interest rate then in effect for this Note applied as provided in (e) or (f) above.

Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate(s) [] stated under 2(a), (b) or (c) above, as applicable, plus n/a percentage points [X] the annual interest rate of 10.950%, applied as provided in (e) or (f) above. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of [X] 5.00% of the unpaid amount [] \$ n/a. Maker agrees to pay a charge of \$ 15.00 for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

4. Prepayment. Full or partial prepayment of this Note [X] is permitted at any time without penalty [] n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

OTHER PROVISIONS:

Mann Ventures, LLC (SEAL)

A Wisconsin Limited Liability Company (Type of Organization)

By: David L. Mann, Member (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

P. O. Box 48

Elkhorn, WI 53121 (ADDRESS)

(PHONE)

FOR LENDER CLERICAL USE ONLY

Thomas D. Enlce LOAN OFFICER

Office Code: 190 HMDA: 9 jth

EXHIBIT B

Page 1 of 2

THE BALANCE DUE ON THIS NOTE HAS BEEN

RENEWED

AUG 01 2012

into Ln# 9094

Community Bank CBD Delavan, WI 53115

EXHIBIT C

DOCUMENT#: 836377
 Recorded: 04-17-2012 at 10:32 AM
 CONNIE J WOOLEVER REG OF DEEDS
 WALWORTH COUNTY, WISCONSIN
 Pages: 3 Fee Amount: \$30.00

The above recording information verifies this document has been electronically recorded and returned to the submitter

REAL ESTATE MORTGAGE
 (Use Only to Secure Business Transactions)

Mann Bros., Inc.
 _____ (*Mortgagor,*)

whether one or more), whose address is 1950 N. Wisconsin Street,
 Elkhorn, WI 53121

_____, mortgages, conveys, assigns, grants a security interest in and
 warrants to Community Bank CBD, 820 E. Geneva Street, P.O. Box 648,
 Delavan, WI 53115 (*Lender*) in consideration of the sum of
 One Hundred Sixty Two Thousand and 00/100

_____ Dollars
 (\$ 162,000.00), loaned or to be loaned to D&M Enterprises, LLC
 Mann Development Inc., Mann Ventures, LLC, R. Mann Investments, LLC

(*Borrower,* whether one or more) by Lender, evidenced by Borrower's note(s) or
 agreement(s) dated April 12, 2012, the real estate described below, together
 with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues
 and profits, all claims, awards and payments made as a result of the exercise of the right
 of eminent domain, all existing and future improvements and all goods that are or are to
 become fixtures (all called the "Property") to secure the Obligations described in
 paragraph 5, including, but not limited to, repayment of the sum stated above plus certain
 other debts, obligations and liabilities arising out of past, present and future credit granted
 by Lender. SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN
 PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE
 MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT
 GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.

If checked here, and not in limitation of paragraph 5, this Mortgage is given to secure
 all sums advanced and re-advanced to Borrower by Lender from time to time under the
 revolving credit agreement between Borrower and Lender described above.

1. Description of Property. (This Property is not the homestead of Mortgagor.)

Unit 6 in Mann Complex Condominium, together with said unit's undivided percentage
 interest in the common elements (and the exclusive use of the limited common
 elements appurtenant to said unit all in Mann Complex Condominium, a condominium
 declared and existing under and by virtue of the Condominium Ownership Act of the
 State of Wisconsin and recorded by a Declaration as such condominium in the Office
 of the Register of Deeds for Walworth County, Wisconsin, on August 31, 1994, as
 Document No. 571245, said condominium being located in the City of Elkhorn, County
 of Walworth, State of Wisconsin on the real estate described in said Declaration and
 incorporated herein by this reference thereto.

- If checked here, description continues or appears on attached sheet(s).
- If checked here, this Mortgage is a construction mortgage.
- If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current
 taxes and assessments not yet due and Assignment of Land Contract from Mann Bros. Inc to Community Bank CBD dtd 11/17/2009 recorded
 11/19/2009 as document # 777500.

3. Escrow. Interest will not be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.



ADDITIONAL PROVISIONS

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) except as disclaimed below, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

8. Mortgagor's Covenants, Mortgagor covenants and warrants:

(a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, (5) the estimated costs to keep the Property in good and tenable condition and repair, and to restore and replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagor has failed to comply with the covenant under paragraph 8(b) below, and (6) other items agreed to be included in the escrow. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law.

(b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;

(d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. **Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying superior attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. **Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants, warranties or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver and Consent. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Mortgagor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

14. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

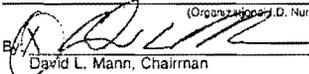
Signed and Sealed April 12, 2012

Mann Bros., Inc. (SEAL)

A Wisconsin Corporation
(Type of Organization)

Wisconsin
(State of Organization)

(Organizational ID Number, if any)

By:  (SEAL) _____ (SEAL)
David L. Mann, Chairman

By: _____ (SEAL) _____ (SEAL)

By: _____ (SEAL) _____ (SEAL)

By: _____ (SEAL) _____ (SEAL)

———— AUTHENTICATION ———— OR ———— ACKNOWLEDGMENT ————

Signatures of _____ } STATE OF Wisconsin } ss.
County of Walworth }

authenticaled this _____ day of _____ This instrument was acknowledged before me on April 12, 2012 by David L. Mann

_____ (Name(s) of person(s))
as Chairman _____ (Type of authority, e.g., officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or
authorized under §706.06, Wis. Stats.
of Mann Bros., Inc.

This instrument was drafted by
Jennifer Hess for Community Bank CBD

*Type or print name signed above.

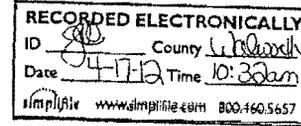
(Name of party on behalf of whom instrument was executed, if any)
THOMAS D. ENLSE
Notary Public, Wisconsin
My Commission - (Expires) 11-20-2014

EXHIBIT D

REAL ESTATE SECURITY AGREEMENT

To induce Community Bank CBD
 820 E. Geneva Street, P.O. Box 648, Delavan, WI 53115 ("Lender")
 to extend credit at any time in any manner or amount directly or indirectly to or for the benefit of
 one or more of the undersigned or at their request, any of which are additional consideration, the
 undersigned ("Customer", whether one or more) jointly and severally:
 1. Represents and warrants that Customer owns (or with spouse owns) real estate ("Property")
 located at 1950 N. Wisconsin Street, Elkhorn, WI 53121 Unit 6

Walworth County, Wisconsin, more completely described as:



Recording Area
 Name and Return Address
 Community Bank CBD
 820 E. Geneva Street, P.O. Box 648
 Delavan, WI 53115

YMC 00006
 Parcel Identifier Number
 (This is not homestead property.)

- If checked here, the description continues or appears on attached sheet(s).
- 2. Grants Lender a continuing lien on the Property to secure all debts, obligations and liabilities arising out of all credit previously granted, all credit contemporaneously granted and all credit granted in the future by Lender to any Customer, to any Customer and another, or to another guaranteed or endorsed by any Customer, if any, to the extent not prohibited by the Wisconsin Consumer Act, if applicable ("Obligations").
- 3. Covenants and agrees:
 - (a) that acting alone Customer may grant a continuing lien on the Property;
 - (b) not to sell, mortgage, otherwise convey or encumber the Property on or after this date, and to keep the Property free from all liens and encumbrances;
 - (c) not to incur any new indebtedness or increase any outstanding indebtedness secured by any present lien upon the Property other than the lien created by this Agreement;
 - (d) to pay all taxes and assessments levied against the Property when due, keep all improvements on the Property in good repair and insured to the maximum insurable value or the amount of the Obligations, whichever is less, against loss or damage through fire and extended coverage insurance through an agent or insurer Customer is free to select and, at Lender's request, exhibit the policies to Lender;
 - (e) that should the improvements on the Property be damaged Customer will, at Lender's option, repair or rebuild them or apply the insurance proceeds against the Obligations to Lender;
 - (f) that if there is a default under any Obligation secured by this Agreement, or Customer fails timely to observe or perform any of Customer's covenants contained in this Agreement, then at the option of Lender, each Obligation will become immediately payable unless notice to Customer and an opportunity to cure are required by § 425.105, Wis. Stat., if applicable, or the document evidencing any Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing that Obligation or as otherwise provided by law. In the event of a foreclosure hereunder Customer agrees to be bound by Secs. 846.101 and 846.103, Wis. Stats., as the same may be amended or renumbered from time to time, and Lender may grant, sell and convey the Property at public sale and may make and execute to the purchaser good and sufficient deeds of conveyance pursuant to statute. Upon the commencement or during the pendency of any action at law or equity hereunder, the court in which such action is brought may appoint a receiver of the Property, including homestead interest, and may empower said receiver to collect the rents, issues and profits of said Property during the pendency of such action, and may order such rents, issues and profits, when so collected, to be held and applied as the court may from time to time direct; and
 - (g) to pay all reasonable attorneys' fees incurred by Lender in enforcing these provisions to the extent not prohibited by the Wisconsin Consumer Act if applicable.
- 4. This Agreement binds Customer(s) and their heirs, personal representatives, successors and assigns and benefits Lender, its successors and assigns. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. This Agreement is intended by Customer and Lender as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) Do not sign this if it contains any blank spaces.
- (b) You are entitled to an exact copy of any agreement you sign.
- (c) You have the right at any time to pay in advance the unpaid balance due under this Agreement and you may be entitled to a partial refund of the finance charge.

Mann Bros., Inc. (SEAL) Signed and Sealed April 12, 2012 (Date)

A Wisconsin Corporation
 Type of Organization
 David L. Mann, Chairman (SEAL) (SEAL)
 (SEAL) (SEAL)
 (SEAL) (SEAL)
 (SEAL) (SEAL)

AUTHENTICATION OR **ACKNOWLEDGEMENT**

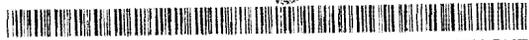
Signatures of _____
 STATE OF Wisconsin } ss.
 County of Walworth }
 This instrument was acknowledged before me on April 12, 2012
 by David L. Mann
 (Name(s) of person(s))
 as Chairman
 (Type of authority, e.g., officer, trustee, etc., if any)

authenticated this _____ day of _____
 Title: Member State Bar of Wisconsin or _____
 authorized under § 706.06, Wis. Stats.

This Instrument was drafted by
 Jennifer Hess for Community Bank CBD

*Type or print name signed above.
 Notary Public, Wisconsin
 My Commission Expires: 11-30-2011





MUST BE ATTACHED TO RESA

Community Bank CBD
MORTGAGOR: Mann Bros., Inc.
PARCEL NUMBER(S): YMC 00006

Real Estate Description Attachment

Unit 6 in Mann Complex Condominium, together with said unit's undivided percentage interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit all in Mann Complex Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on August 31, 1994, as Document No. 571245, said condominium being located in the City of Elkhorn, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

EXHIBIT E

BUSINESS NOTE

(Use only for business purpose loans)

Boxes checked are applicable
Boxes not checked are inapplicable

Mann Ventures, LLC (MAKER) March 22, 2013 (DATE) \$ 482,254.82

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Community Bank CBD ("Lender") at 820 E. Geneva Street, P.O. Box 648, Delavan, Wisconsin, the sum of \$ 482,254.82, plus interest as set forth below, according to the following schedule:

1 payment(s) consisting of principal and interest, in the amount of \$2,600.00, beginning on April 1, 2013, then three (3) payments consisting of principal and interest, in the amount of \$410.00, beginning on May 1, 2013 and continuing monthly thereafter, and one (1) final payment consisting of the unpaid principal and all accrued interest remaining due on August 1, 2013.

2. Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the stated interest rate(s) identified in section 2(a), (b) or (c) below (each a "stated interest rate"), as applicable, on the unpaid principal balance, calculated as provided in section 2(g) below:

[Check (a), (b) or (c); only one shall apply.]
(a) Fixed Interest Rate. 1.000 %
(b) Stepped Fixed Interest Rate. n/a % until n/a and n/a % thereafter.
(c) Variable Interest Rate. The stated interest rate is variable and will adjust to equal the Index Rate (as defined below), plus minus n/a percentage points. However, the stated interest rate shall not exceed n/a % and shall not be less than n/a % and until the first change date described below the stated interest rate shall be n/a %. The stated interest rate shall be adjusted on the change dates provided below. The "Index Rate" is:
n/a

The Index Rate may or may not be the lowest rate charged by Lender. The stated interest rate shall be adjusted on the following change dates:
n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable Index.

(d) Payment Modification. If section 2(b) or (c) above is checked, an adjustment in the stated interest rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) n/a.

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts.

(e) Interest After Maturity and Application of All Payments. Interest shall accrue on unpaid principal and interest after maturity (whether by acceleration or lapse of time) until paid at the stated interest rate(s) under section 2(a), (b) or (c) above, as applicable, plus n/a percentage points at the stated interest rate of 5.000 %, calculated as provided in section 2(g) below. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.

(f) Compounding. Prior to maturity (whether by acceleration or lapse of time), unpaid and past due interest shall bear interest from its due date at the stated interest rate then in effect for this Note, calculated as provided in section 2(g) below.

(g) Interest Calculation. Interest will be calculated by applying a daily interest rate for the actual number of days interest is owing, up to 365 days in a full year or 366 days in a full leap year. The daily interest rate will be calculated as follows:

[Check (1) or (2); only one shall apply.]

(1) 360 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 360 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 360. Maker understands and agrees that calculating the daily interest rate using a 360 day year means the actual annual interest rate in a 365 day year and in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.

(2) 365 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 365 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 365. Maker understands and agrees that calculating the daily interest rate using a 365 day year means the actual annual interest rate in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5.00 % of the unpaid amount n/a. Maker agrees to pay a charge of \$ 15.00 for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

4. Renewal. This Note renews and does not satisfy or discharge a note Maker executed to Lender dated n/a.

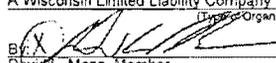
5. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty will result in a prepayment penalty as follows:
n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

Mann Ventures, LLC (SEAL)

A Wisconsin Limited Liability Company (Type of Organization)

By:  (SEAL)
David L. Mann, Member

(SEAL)

(SEAL)

Physical: W5244 City Rd ES, Elkhorn, WI 53121 (SEAL)

Mailing: P O Box 48

Elkhorn, WI 53121 (ADDRESS) (PHONE)

FOR LENDER CLERICAL USE ONLY
Office Code 190 HMDA: 9 Escrow Y CSO: N sp
Thomas D. Entoe
LOAN OFFICER

EXHIBIT E

ADDITIONAL PROVISIONS

6. **Default and Enforcement.** Upon the occurrence of any one or more of the following events of default: (a) Maker fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Maker to Lender, (b) any representation or warranty made under this Note or information provided by Maker or any guarantor of this Note to Lender in connection with this Note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Maker's financial condition, (d) Maker fails to timely observe or perform any of the covenants or duties contained in this Note, (e) any guarantee of Maker's obligations under this Note is revoked or becomes unenforceable for any reason, (f) Maker, Maker's spouse or a surety or guarantor of this Note dies or ceases to exist, (g) an event of default occurs under any agreement securing this Note, or (h) Lender at any time believes in good faith that the prospect of payment or performance under this Note, under any other instrument evidencing any indebtedness of Maker to Lender or under any agreement securing this Note is impaired, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker or any surety, indorser or guarantor for any of Maker's obligations under this Note becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default. Lender may waive any default without waiving any other subsequent or prior default by Maker. Lender may also fail or delay in exercising any right, power or remedy under this Note without waiving any such right, power or remedy. Lender's single or partial exercise of any right, power or remedy under this Note shall not preclude any other or further exercise of any right, power or remedy. To the extent not prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Maker resides or the county and state in which this Note was executed and Maker submits to the jurisdiction of any such court.

7. **Security.** This Note is secured by all existing and future security agreements and mortgages between Lender and Maker, between Lender and any indorser or guarantor of this Note, and between Lender and any other person providing collateral security for Maker's obligations, and payment may be accelerated according to any of them. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Maker grants to Lender a security interest and lien in any deposit account Maker may at any time have with Lender. Lender may, at any time after an occurrence of an event of default, without notice or demand, set-off against any deposit balance or other money now or hereafter owed any Maker by Lender any amount unpaid under this Note.

8. **Rights of Lender.** Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Lender may apply prepayments, if permitted, to such future installments as it elects. Lender may without notice to Maker apply payments made by or for Maker to any obligations of Maker to Lender. Without affecting the liability of any indorser, surety or guarantor, Lender may from time to time, without notice, renew or extend the time for payment.

9. **Obligations and Agreements of Maker.** The obligations under this Note of all Makers are joint and several. All Makers, indorsers, sureties, and guarantors agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker or incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, for, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note. Each Maker acknowledges that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to Maker for, the collectability or enforceability of this Note or the financial condition of any Maker. Each Maker has independently determined the collectability and enforceability of this Note. Maker represents that the legal name of Maker and the address of Maker's principal residence are as set forth on page 1. Maker shall not change its legal name or address without providing at least 30 days prior written notice of the change to Lender.

10. **Entire Agreement.** THIS NOTE IS INTENDED BY LENDER AND MAKER AS A FINAL EXPRESSION OF THIS NOTE AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS NOTE, AND THIS NOTE MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS NOTE. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS NOTE. THIS NOTE MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND MAKER.

11. **Interpretation.** This Note benefits Lender, its successors and assigns, and binds Maker and Maker's heirs, personal representatives, successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

12. **Other Provisions.** If none stated there are no other provisions.

Payments made on Saturdays or Federal / Bank Holidays will be applied as of the next business day.

EXHIBIT F

ALLONGE

This ALLONGE is attached to and shall become a part of that certain Promissory Note in favor of Community Bank CBD in the original principal amount of four hundred eighty two thousand two hundred fifty four DOLLARS and 82/100 (\$482,254.82), executed and delivered by Mann Ventures, LLC ("Borrower") on March 22 2013 ("Note"), as the same may have been renewed, assigned, amended, supplemented, restated or modified and together with all previously dated promissory notes executed and delivered by Borrower in connection with renewals or refinancing of the Note.

By its signature below, Community Bank CBD, hereby endorses the Note as follows: "Pay to the order of LSCG Fund 17, LLC, a Delaware limited liability company, **WITHOUT RECOURSE, WARRANTY OR REPRESENTATION.**"

Effective as of July 24th 2013

Community Bank CBD

A Wisconsin state chartered bank

By:  _____

Name: Michael J. Murphy

Title: President

Mann Ventures, LLC March 22, 2013 \$ 482,254.82
 (MAKER) (DATE)

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Community Bank CBD ("Lender") at 820 E Geneva Street, P.O. Box 648, Delavan, Wisconsin, the sum of \$ 482,254.82, plus interest as set forth below, according to the following schedule:

1 payment(s) consisting of principal and interest, in the amount of \$2,600.00, beginning on April 1, 2013, then three (3) payments consisting of principal and interest, in the amount of \$410.00, beginning on May 1, 2013 and continuing monthly thereafter, and one (1) final payment consisting of the unpaid principal and all accrued interest remaining due on August 1, 2013.

2. Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the stated interest rate(s) identified in section 2(a), (b) or (c) below (each a "stated interest rate"), as applicable, on the unpaid principal balance, calculated as provided in section 2(g) below:

- (Check (a), (b) or (c); only one shall apply.)
 (a) Fixed Interest Rate. 1.000 %
 (b) Stepped Fixed Interest Rate. n/a % until n/a and n/a % thereafter.
 (c) Variable Interest Rate. The stated interest rate is variable and will adjust to equal the Index Rate (as defined below), plus minus n/a percentage points. However, the stated interest rate shall not exceed n/a % and shall not be less than n/a % and until the first change date described below the stated interest rate shall be n/a %. The stated interest rate shall be adjusted on the change dates provided below. The "Index Rate" is:
n/a

The Index Rate may or may not be the lowest rate charged by Lender. The stated interest rate shall be adjusted on the following change dates:
n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

(d) Payment Modification. If section 2(b) or (c) above is checked, an adjustment in the stated interest rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) n/a

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts.

(e) Interest After Maturity and Application of All Payments. Interest shall accrue on unpaid principal and interest after maturity (whether by acceleration or lapse of time) until paid at the stated interest rate(s) under section 2(a), (b) or (c) above, as applicable, plus n/a percentage points at the stated interest rate of 5.000 %, calculated as provided in section 2(g) below. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.

(f) Compounding. Prior to maturity (whether by acceleration or lapse of time), unpaid and past due interest shall bear interest from its due date at the stated interest rate then in effect for this Note, calculated as provided in section 2(g) below.

(g) Interest Calculation. Interest will be calculated by applying a daily interest rate for the actual number of days interest is owing, up to 365 days in a full year or 366 days in a full leap year. The daily interest rate will be calculated as follows:

- (Check (1) or (2); only one shall apply.)
 (1) 360 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 360 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 360. Maker understands and agrees that calculating the daily interest rate using a 360 day year means the actual annual interest rate in a 365 day year and in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.
 (2) 365 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 365 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 365. Maker understands and agrees that calculating the daily interest rate using a 365 day year means the actual annual interest rate in a 365 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5.00 % of the unpaid amount n/a. Maker agrees to pay a charge of \$15.00 for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

4. Renewal. This Note renews and does not satisfy or discharge a note Maker executed to Lender dated n/a

5. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty will result in a prepayment penalty as follows:
n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

Mann Ventures, LLC (SEAL)

A Wisconsin Limited Liability Company
 By: [Signature] (SEAL)
 David L. Mann, Member

Physical: W5244 Cty Rd ES, Elkhorn, WI 53121 (SEAL)
 Mailing: P. O. Box 48
Elkhorn, WI 53121 (ADDRESS) (PHONE)

FOR LENDER CLERICAL USE ONLY
 Office Code: 190 HMDA: 9 Escrow: Y CSO: N sp Thomas D. Enloe
 (LENDER OFFICER)

ADDITIONAL PROVISIONS

6. **Default and Enforcement.** Upon the occurrence of any one or more of the following events of default: (a) Maker fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Maker to Lender, (b) any representation or warranty made under this Note or information provided by Maker or any guarantor of this Note to Lender in connection with this Note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Maker's financial condition, (d) Maker fails to timely observe or perform any of the covenants or duties contained in this Note, (e) any guarantee of Maker's obligations under this Note is revoked or becomes unenforceable for any reason, (f) Maker, Maker's spouse or a surety or guarantor of this Note dies or ceases to exist, (g) an event of default occurs under any agreement securing this Note, or (h) Lender at any time believes in good faith that the prospect of payment or performance under this Note, under any other instrument evidencing any indebtedness of Maker to Lender or under any agreement securing this Note is impaired, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker or any surety, indorser or guarantor for any of Maker's obligations under this Note becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default. Lender may waive any default without waiving any other subsequent or prior default by Maker. Lender may also fail or delay in exercising any right, power or remedy under this Note without waiving any such right, power or remedy. Lender's single or partial exercise of any right, power or remedy under this Note shall not preclude any other or further exercise of any right, power or remedy. To the extent not prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Maker resides or the county and state in which this Note was executed and Maker submits to the jurisdiction of any such court.

7. **Security.** This Note is secured by all existing and future security agreements and mortgages between Lender and Maker, between Lender and any indorser or guarantor of this Note, and between Lender and any other person providing collateral security for Maker's obligations, and payment may be accelerated according to any of them. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Maker grants to Lender a security interest and lien in any deposit account Maker may at any time have with Lender. Lender may, at any time after an occurrence of an event of default, without notice or demand, set-off against any deposit balance or other money now or hereafter owed any Maker by Lender any amount unpaid under this Note.

8. **Rights of Lender.** Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Lender may apply prepayments, if permitted, to such future installments as it elects. Lender may without notice to Maker apply payments made by or for Maker to any obligations of Maker to Lender. Without affecting the liability of any indorser, surety or guarantor, Lender may from time to time, without notice, renew or extend the time for payment.

9. **Obligations and Agreements of Maker.** The obligations under this Note of all Makers are joint and several. All Makers, indorsers, sureties, and guarantors agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker or incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, for, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note. Each Maker acknowledges that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to Maker for, the collectability or enforceability of this Note or the financial condition of any Maker. Each Maker has independently determined the collectability and enforceability of this Note. Maker represents that the legal name of Maker and the address of Maker's principal residence are as set forth on page 1. Maker shall not change its legal name or address without providing at least 30 days prior written notice of the change to Lender.

10. **Entire Agreement.** THIS NOTE IS INTENDED BY LENDER AND MAKER AS A FINAL EXPRESSION OF THIS NOTE AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS NOTE, AND THIS NOTE MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS NOTE, THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS NOTE. THIS NOTE MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND MAKER.

11. **Interpretation.** This Note benefits Lender, its successors and assigns, and binds Maker and Maker's heirs, personal representatives, successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

12. **Other Provisions.** If none stated there are no other provisions.

Payments made on Saturdays or Federal / Bank Holidays will be applied as of the next business day.

EXHIBIT G

W. B. A. GP 425 (6/99) 11113

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DOCUMENT NO.

ASSIGNMENT OF MORTGAGE - BY LENDER

The undersigned Lender, for valuable consideration, receipt of which is acknowledged, assigns to LSCG Fund 17, LLC, a Delaware limited liability company whose address is 4419 Van Nuys Blvd. #203, Sherman Oaks, CA 91403

a Mortgage executed by Mann Bros., Inc.

to Lender and recorded in the office of the Register of Deeds of Walworth County, Wisconsin, as Document No. 836377 in

(Volume/Page/Etc.)

encumbering the real estate described below, together with a note or loan agreement from Borrower to Lender dated April 12, 2012

[X] If checked, this assignment is without recourse to Lender.



Doc # 869204

Recorded August 13, 2013 12:09 PM

DONNA R. PRUESS REGISTER OF DEEDS WALWORTH COUNTY, WI Fee Amount: \$30.00 Total Pages: 2

Recording Area

Name and Return Address

LSCG Fund 17, LLC 4419 Van Nuys Blvd. #203 Sherman Oaks, CA 91403

YMC 00006

Parcel Identifier Number

[X] If checked here, real estate description continues or appears on attached sheet.

STATE OF Wisconsin

County of Walworth

This instrument was acknowledged before me

on July 24, 2013

by Michael J. Murphy and Karla E. Roeker (Names of person(s))

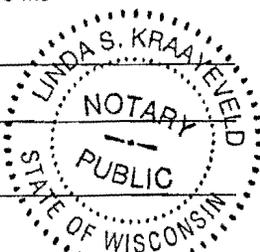
as President and Senior Vice President (Type of authority)

of Community Bank CBD (Name of party on behalf of whom instrument was executed)

Linda S. Kraayeveld

* Linda S. Kraayeveld Notary Public, Wisconsin

My Commission Expires 02/15/2015



Dated July 24, 2013

Community Bank CBD NAME OF LENDER

By [Signature]

Title President

* Michael J. Murphy

Attest [Signature]

Title Senior Vice President

* Karla E. Roeker

This instrument was drafted by:

Jennifer Hess for Community Bank CBD (Type or Print)

*Type or print name signed above.

MUS. BE ATTACHED TO MORTGAGE ASSIGNMENT Doc # 869204

LENDER: Community Bank CBD, 820 E. Geneva Street, P.O. Box 648, Delavan, WI 53115

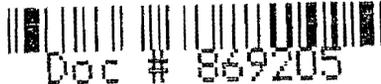
PARCEL NUMBER(S): YMC 00006

Real Estate Description Attachment

Unit 6 in Mann Complex Condominium, together with said unit's undivided percentage interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit all in Mann Complex Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on August 31, 1994, as Document No. 571245, said condominium being located in the City of Elkhorn, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No. YMC 00006

EXHIBIT H



Doc # 869205
Recorded
August 13, 2013 12:09 PM

DONNA R. PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Total Pages: 2

DOCUMENT NO.

**ASSIGNMENT OF REAL ESTATE SECURITY AGREEMENT
BY LENDER**

The undersigned Lender, for valuable consideration, receipt of which is acknowledged, assigns to LSCG Fund 17, LLC, a Delaware limited liability company whose address is 4419 Van Nuys Blvd. #203, Sherman Oaks, CA 91403

a Real Estate Security Agreement executed by Mann Bros., Inc.

to Lender and recorded in the office of the Register of Deeds of Walworth County, Wisconsin, as Document No. 836378 in _____

(Volume/Page/Etc.)

encumbering the real estate described below, together with a note or loan agreement from Borrower to Lender dated April 12, 2012.

If checked, this assignment is without recourse to Lender.

Recording Area

Name and Return Address

LSCG Fund 17, LLC
4419 Van Nuys Blvd. #203
Sherman Oaks, CA 91403

YMC 00006

Parcel Identifier Number

If checked here, real estate description continues or appears on attached sheet.

STATE OF Wisconsin

Dated July 24, 2013

County of Walworth

Community Bank CBD
NAME OF LENDER

This instrument was acknowledged before me

By [Signature]

on July 24, 2013

Title President

by Michael J. Murphy and Karla E. Roeker
(Names of person(s))

* Michael J. Murphy

as President and Senior Vice President
(Type of authority)

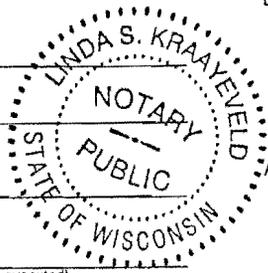
Attest [Signature]

Title Senior Vice President

of Community Bank CBD
(Name of party or behalf of whom instrument was executed)

* Karla E. Roeker

Linda S. Kraayeveld
* Linda S. Kraayeveld
Notary Public, Wisconsin



This instrument was drafted by:
Jennifer Hess for Community Bank CBD
(Type or Print)

*Type or print name signed above.

My Commission Expires 02/15/2015



EXHIBIT H

MUST BE ATTACHED TO REAL ESTATE SECURITY AGREEMENT ASSIGNMENT Doc # 269205

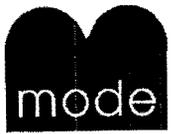
LENDER: Community Bank CBD, 820 E. Geneva Street, P.O. Box 648, Delavan, WI 53115

PARCEL NUMBER(S): YMC 00006

Real Estate Description Attachment

Unit 6 in Mann Complex Condominium, together with said unit's undivided percentage interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit all in Mann Complex Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on August 31, 1994, as Document No. 571245, ~~said condominium being located in the City of Elkhorn, County of Walworth, State of Wisconsin~~ on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No. YMC 00006



mode
industries, inc.

4-8-15

1723 Woolsey Street, Delavan, WI 53115 . Phone 262-728-3036 . Fax 262-728-1312 . modeindinc@genevaonline.com

Re: Amendment to Walworth County Zoning Ordinances
Special Event Campgrounds

Dear Debora Grube:

It has come to my attention that Walworth County has no provision in its zoning ordinances to allow special event campgrounds, which are temporary campgrounds in conjunction with specific events. Allowing a special event campground could have significant beneficial economic impact for Walworth County with no detrimental impact on the quality of life that Walworth County residents enjoy.

Therefore, I propose that the County adopt a text amendment to the zoning ordinance which would allow promoters of special events to apply for a conditional use permit for a special event campground in the B-5 zoning districts. A draft of the proposed amendment to the Walworth County Zoning and Shoreland Zoning Ordinances is enclosed. The proposed amendment would:

1. Allow Walworth County to approve a conditional use permit for Special Event Campgrounds only in the B-5 zoning district and only in conjunction with an approved conditional use permit. The specific uses which could apply for the conditional use permit for a Special Event Campground are itemized in the proposed amendment and are large scale uses with significant space for a special event campground.
2. Require that Special Event Campgrounds in the B-5 zoning districts remain subject to the Special Event Campground regulations of the State of Wisconsin Department of Health Services.
3. Establish a fee for the conditional use permit public hearing for the Special Event Campgrounds and a fee for the zoning permit required for each event.

I request that this proposed amendment be placed on the April 23, 2015 County Zoning Agency agenda for discussion purposes, and if it is acceptable to the County Zoning Agency, that it be scheduled for public hearing in May, 2015.

Thank you in advance for your consideration.

Sincerely,

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

TEXT AMENDMENT

To amend the Zoning Ordinance, Walworth County, Wisconsin and Shoreland Zoning Ordinance, Walworth County, Wisconsin Sections 74-55, 74-62, 74-131, 74-182, 74-189, and 74-263 in the following respects:

Additions are underscored; deletions are ~~crossed off~~.

1. Amend Zoning Ordinance §74-55 as follows: Insert in *B-5 Planned Commercial-recreational business district* (2) ccc. Special Event Campground.
2. Amend Zoning Ordinance §74-182 as follows: Insert in *B-5 Planned Commercial-Recreation business district* (2) ccc. Special Event Campground.
3. Amend Zoning Ordinance §74-62 to insert after paragraph (16) the following:

(17) Special event campgrounds in the B-5 district subject to the special event campground regulations of DHS 178.
4. Amend Zoning Ordinance §74-189 to insert after paragraph (16) the following:

(17) Special event campgrounds in the B-5 district subject to the special event campground regulations of DHS 178.
5. Amend Zoning Ordinance §74-131 to insert the following definition:

Special Event Campground: a parcel or tract of land maintained, intended, or used for a temporary campground to provide campsites in conjunction with a previously approved conditional use permit in the B-5 zoning district for special events held under the approval of the following uses: drive-in movies; dude ranches; fairgrounds; race tracks; golf courses and country clubs; amphitheaters; theatres, music entertainment facilities; arenas; field houses; gymnasiums; natatoriums; auditoriums; exhibition halls; music halls; stadiums; airports; schools; and churches.
6. Amend Zoning Ordinance §74-263 to insert the following definition:

Special Event Campground: a parcel or tract of land maintained, intended, or used for a temporary campground to provide campsites in conjunction with a previously approved conditional use permit in the B-5 zoning district for special events held under the approval of the following uses: drive-in movies; dude ranches; fairgrounds; race tracks; golf courses and country clubs; amphitheaters; theatres, music entertainment facilities;

arenas; field houses; gymnasiums; natatoriums; auditoriums; exhibition halls; music halls; stadiums; airports; schools; and churches.

7. Amend Zoning Ordinance §30-286 to insert the fee for Special Event Campground public hearing fee and for Special Event Campground zoning permit as follows:

| <u>Description</u> | <u>Fee</u> | <u>Effective Date</u> | <u>Authority</u> |
|---------------------------------------------------------------------------------------|-------------------|-----------------------|----------------------------|
| <u>Public hearing fee – Conditional use hearing: Special Event Campground</u> | <u>\$1,000.00</u> | <u>Jul-15</u> | <u>Wis. Stats. §59.696</u> |
| <u>Zoning permit – Special Event Campground (per event)</u> | <u>\$300.00</u> | <u>Jul -15</u> | <u>Wis. Stats. §59.69</u> |

-----Forwarded by Nancy Russell/WALCO on 05/22/2015 08:23AM -----

To: "nrussell@co.walworth.wi.us" <nrussell@co.walworth.wi.us>

From: Andy Schmidt <andyinlakegeneva@gmail.com>

Date: 05/21/2015 01:38PM

Subject: short term renting

Nancy, Once again I ask that you forward this letter to the entire CZA.

Dear board. Again this is Andy Schmidt president of the Sunset Hills homeowners association located in both the town of Linn and Geneva. We again ask that you say NO to short term renting and do not pass this responsibility off to the towns. This issue has been the responsibility of the county for many decades. We ask that you represent the many people that do not want short term renting in their neighborhood's. Why you choose to complicate this issue by spending this much time for less than 1% of the county population that support short term renting is mind boggling.

You have been elected to make tough decisions. This is not a tough decision. 99% of this community does not want short term renting. Neighborhoods like Sunset Hills have had this in their bylaws for over 40 years. Since many homeowner associations are not mandatory we need the county protection to prohibit this activity.

Do not listen to Dave Weber. He is not representing his constituents throughout this process. He still refuses to contact me or our homeowners association with alternative solutions. We will certainly correct this representation issue at the next election.

In closing, We ask that you step up to the plate. Do not pass the buck and take the easy way out. Decide this issue yourselves and serve the majority interest of Walworth County. Do not listen to the less than 1% that want to change or community in a negative way. Thank you for your consideration.

Andy Schmidt,
Sunset Hills Assn.

**OUTAGAMIE COUNTY BOARD MEETING
APRIL 21, 2015**

RESOLUTION NO. 10—2015-16

Supervisor Thyssen moved, seconded by Supervisor Pleuss, for adoption.

RESOLUTION NO. 10—2015-16 IS ADOPTED.

| | | | | | |
|---------------------|---------------------------------------------|----------------------|------------|-----------------------|---------------------------|
| 1. RABEC | YES | 13. VAN ASTEN | YES | 25. NOOYEN | YES |
| 2. NAGLER | YES | 14. DE GROOT | YES | 26. DUNCAN | YES |
| 3. GRADY | YES | VANDENHEUVEL | YES | 27. CULBERTSON | YES |
| 4. PATIENCE | YES | 16. LEMANSKI | YES | 28. STURN | YES |
| 5. IVERSON | YES | 17. GROAT | YES | 29. BUCHMAN | Absent |
| 6. STRENN | YES | 18. SPEARS | YES | 30. GRIESBACH | Absent |
| 7. HAMMEN | YES | 19. STUECK | YES | 31. THERN | YES |
| 8. KRUEGER | Absent | 20. THOMAS | NO | 32. RAHMLOW | YES |
| 9. TRENTLAGE | YES | 21. THYSSEN | YES | 33. AUSTIN | NO |
| 10. BEHNKE | Absent | 22. HAGEN | YES | 34. RETTLER | Absent |
| 11. MEYER | YES | 23. KLEMP | YES | 35. MELCHERT | YES |
| 12. McDANIEL | YES | 24. PLEUSS | YES | 36. SUPRISE | YES |
| Item 24 | Passed (29 Y - 2 N - 0 A - 5 Absent) | | | | Majority Vote > |

RESOLUTION NO.: 10—2015-16

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Legislation has been introduced to eliminate both the personal property tax and the
2 computer aid payments made to local governments. The total statewide personal property
3 tax levy in 2013 (collected in 2014) was \$290 million. The state has been making
4 computer aid payments to local governments since 2001 to offset the personal property
5 tax exemption for computer equipment that was created that year. Total payment for 2015
6 is set at \$83.8 million. This proposal will result in a loss of approximately \$400,000 of
7 Computer Exemption Aid Revenue.
8

9 Elimination of the personal property tax on businesses will result in a tax shift of
10 approximately \$2,000,000 from Outagamie County businesses to mostly Outagamie
11 County residents. This resolution opposes any attempt by the State Legislature to
12 eliminate computer aid payments and the personal property tax.
13

14 NOW THEREFORE, the undersigned members of the Legislative/Audit & Human Resources
15 Committee recommend adoption of the following resolution.

16 BE IT RESOLVED, that the Outagamie County Board of Supervisors does oppose any attempt
17 by the State Legislature to eliminate computer aid payments and the personal property tax, 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 Executive, the Outagamie County Finance Director, all
20 Wisconsin Counties, and the Outagamie County Lobbyist for distribution to the Legislature and the
21 Governor.

22 Dated this 21st day of April, 2015

23 Respectfully Submitted,
24 LEGISLATIVE/AUDIT &
25 HUMAN RESOURCES COMMITTEE
26

27
28 
29

30 Travis Thyssen

Shane Griesbach

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Marcia Trentlage
Marcia Trentlage

James Pleuss
James Pleuss

Matthew Strenn
Matthew Strenn

Duly and officially adopted by the County Board on: April 21, 2015

Signed: Helen Nagler Samy Obry
Board Chairperson County Clerk

Approved: 4-22-15 Vetoed: _____

Signed: [Signature]
County Executive

2015 MAY 18 AM 9:20

May 17, 2015

To: Walworth County Board
Walworth County Finance Committee

Please consider this as an update of the Lake Geneva TIF 4 situation.

“TIF Culture” is alive and well in Lake Geneva. To define “TIF Culture” one must have knowledge of what Tax Incremental Financing is all about- its intention, its purpose, taxpayer involvement, and the state statutes and county ordinances which govern TIF operations. It would take volumes to explain everything listed in that sentence and, of course, that is not possible in this format. What is possible is to again point out that the administration of TIF 4 in Lake Geneva continues to challenge TIF law and, in the process, has demonstrated little or no concern for taxpayers’ interest. The Lake Geneva City Council voted to continue TIF 4, disregarding the Walworth County recommendation for May 15, 2015 closure. That vote and subsequent efforts to satisfy fantasy project desires has created a whole new group of problems. The developed “TIF Culture” has mistakenly concluded that Lake Geneva TIF 4 is exempt from legislative controls. Consequently, the council and administration believe they have a right to do whatever they want. Core management and consultants propagate that behavior. History has documented many non-eligible projects that have been TIF funded. It is not known who initiates and decides to bring forward those questionable projects. It can be assumed that consultants and core management are aware of TIF regulations. It appears that they have chosen not to respect or honor them.

For years, citizens have repeatedly asked for TIF 4 closure based on the Department of Revenue regulation regarding fund balances exceeding approved project costs. Closure attempts by concerned council members have always failed.

Please find enclosed a recent newspaper article regarding TIF issues. It appears that one council member is turned into the closure problem. The Walworth County closure recommendation was mentioned and the recent activity for project search and expansion was explained. Then, in a round-about way-- the end result suggested closure and listed possible financial distribution. The exercise given could be a turning point in this 20-year struggle to control TIF 4 and stop the taxpayer abuse.

In the final analysis there are numerous concerns about what is taking place. To begin: There is one key element that is mandatory. The huge \$11 million dollar fund balance, along with the lack of approved projects, gives cause in this situation to shout out “CLOSURE.” Closure is required by statute and everyone know that. This TIF 4 dilemma is the result of political greed. It is difficult to acknowledge that well-intended

legislation, designed to help our cities and state, can be manipulated to satisfy political greed and then be used to abuse our citizens. It is also disturbing to realize that there are \$11 million taxpayer dollars sitting in the privileged Lake Geneva TIF 4 fund that should have been used for normal area tax obligations. Another concern is the apparent eleventh- hour attempt for a path to a Joint Review Board meeting with the intention for amendments and extension of TIF 4. This again would be challenging the Department of Revenue rule for closure. It would seem to be wishful thinking that a properly educated Joint Review Board would allow amendments without a stipulated closure element.

City officials don't usually respond to citizen recommendations or advice. But for what it's worth- it would seem that the shortest and least resistant route would be to just close the Tax Incremental District. All the effort to get to a Joint Review Board meeting would be eliminated. The end result would give the taxpayer needed relief by stopping the annual increment tax. It would also have the effect for the city to focus on the need to live within their budgets and levy caps.

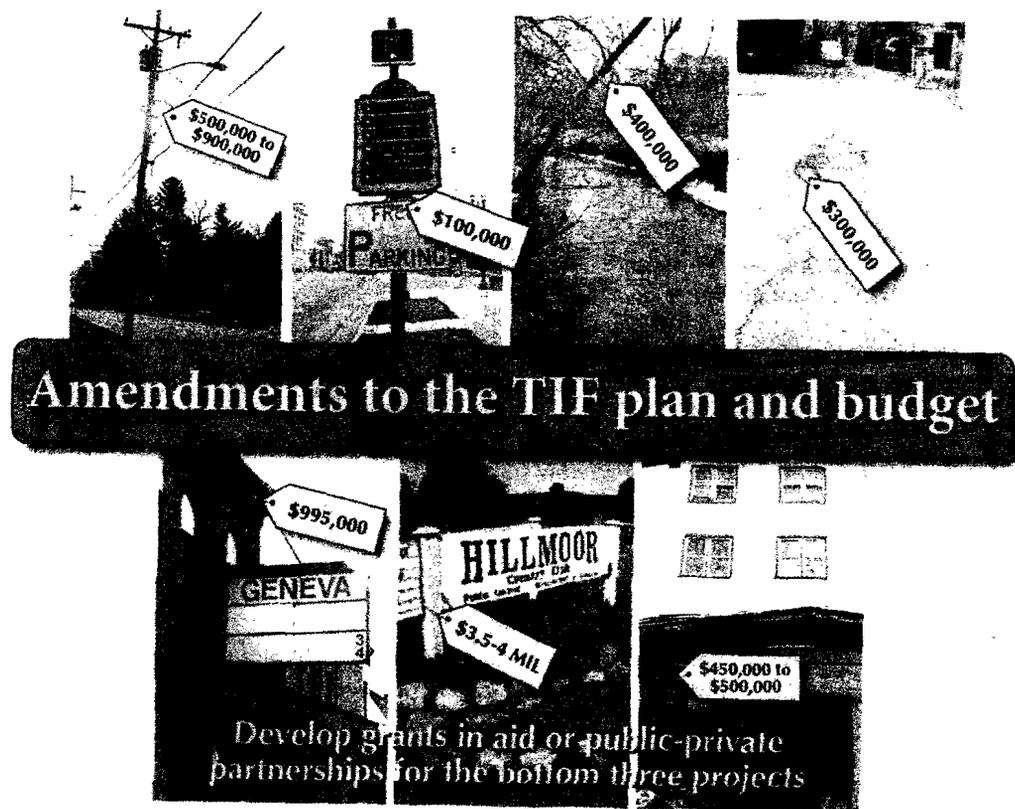
We trust that there can be a positive effort to close Lake Geneva TIF 4 this year.

Thank you.

Save Our City,

Ed Yaeger

LAKE GENEVA AREA NEWS



LAST WEEK'S graphic on the TIF plan included errors in the price estimates. When creating the graphic, the newspaper had outdated cost figures. The above graphic indicates the most recent cost estimates. On Monday night, the council voted to eliminate the possibility of alley improvements and funding the purchase of the Hillmoor Golf Course.

TIF plan

The Lake Geneva City Council also approved a final list of Tax Increment Finance district projects for an amended project plan and budget that will be submitted to the Joint Review Board for approval.

On the list were:

- Bury overhead utility lines on Main Street from Curtis to Wells streets, \$900,000 (estimated.)
- Grant for razing the former Traver Hotel on Broad Street, \$200,000.
- Grant to assist in the purchase and repair of the Geneva Theater, \$800,000.
- Complete the White River Trail, including purchase of about 50 acres of unbuildable wetlands, \$400,000.
- Downtown signage, \$200,000.

Cut from the list was a \$1 million escrow account for maintenance of TIF projects already completed. That maintenance fund would last only as long as the TIF district was open, Jordan said.

The TIF district is scheduled to close in 2017.

Also cut was a \$400,000 alley improvement project. Jordan said the city council nine years ago added the project to buy trash compactors for businesses along the alleys north of Main Street from Mill to Cook streets in order to get rid of the dumpsters that are there.

Council members said they didn't want the city in the garbage business.

Also among those projects that didn't make the final cut was Hillmoor Golf Course.

The decision to cut Hillmoor came down to two factors.

According to Mayor Jim Connors and Alderwoman Sarah Hill, there is a contract to buy the property.

At the May 18 Lake Geneva Plan Commission meeting, John Ford of Tempo

Development is on the agenda to present a conceptual design for the former course, according to Ken Robers, city building and zoning administrator.

City Attorney Dan Draper warned that if the city council made a public announcement that it wanted Hillmoor, the council faced possible legal liability if it rejected Hillmoor's prospective owner's plans for the same property.

Alderwoman Elizabeth Chappell, who supported the city using TIF money to purchase Hillmoor for a new golf course, asked whether the city could simply use eminent domain to purchase the property.

Under eminent domain, a municipality may purchase property for the public good after the fair market value of the property is determined, usually in court.

Draper said that state laws governing eminent domain require that the property be blighted. The definition of blight is specific, Draper said. Hillmoor is largely open land. He said it would take some research to determine whether open land can be regarded as blighted.

The second reason for it being removed was simply cost.

The estimated cost of buying the former golf course is \$5 million.

Alderman Richard Hedlund pointed out that the Walworth County Board, which would have a seat on the Joint Review Board, has already passed a resolution calling for the city to close its TIF district.

The more focused and frugal the city's revised TIF plan and budget, the better chance it would have to get JRB approval, he said.

Amendments to TIF district plans and budgets must be approved by the JRB, which has representatives from all of the taxing bodies affected by the TIF district, which includes the county, the two school districts, the technical college and the city. One citizen member also sits on the board.

Hedlund said cutting the Hillmoor project would leave the city with a revised TIF budget of \$2.5 million, meaning about \$7 million left in the fund.

Projects under contract would be allowed to use escrowed TIF money for completion. The rest of the money in the TIF fund would be redistributed to the property taxing bodies within the TIF district, which would include the two Lake

Geneva school districts, Gateway Technical College, the county and the city. The city's recommended list next goes to the Lake Geneva Plan Commission for review and a resolution, said Draper.

That resolution will return to the city council for amendment, before being sent to the JRB for a final decision.

**OUTAGAMIE COUNTY BOARD MEETING
APRIL 21, 2015**

RESOLUTION NO. 3—2015-16

Supervisor Duncan moved, seconded by Supervisor Groat, for adoption.

RESOLUTION NO. 3—2015-16 IS ADOPTED.

| | | | | | |
|--------------|--------------------------------------|---------------|-----|----------------|--------|
| 1. RABEC | YES | 13. VAN ASTEN | YES | 25. NOOYEN | YES |
| 2. NAGLER | YES | 14. DE GROOT | YES | 26. DUNCAN | YES |
| 3. GRADY | YES | VANDENHEUVEL | YES | 27. CULBERTSON | YES |
| 4. PATIENCE | YES | 16. LEMANSKI | YES | 28. STURN | YES |
| 5. IVERSON | YES | 17. GROAT | YES | 29. BUCHMAN | Absent |
| 6. STRENN | YES | 18. SPEARS | YES | 30. GRIESBACH | Absent |
| 7. HAMMEN | YES | 19. STUECK | NO | 31. THERN | YES |
| 8. KRUEGER | Absent | 20. THOMAS | YES | 32. RAHMLOW | YES |
| 9. TRENTLAGE | YES | 21. THYSSEN | YES | 33. AUSTIN | YES |
| 10. BEHNKE | Absent | 22. HAGEN | YES | 34. RETTLER | Absent |
| 11. MEYER | YES | 23. KLEMP | YES | 35. MELCHERT | YES |
| 12. McDANIEL | YES | 24. PLEUSS | YES | 36. SUPRISE | YES |
| Item 13 | Passed (30 Y - 1 N - 0 A - 5 Absent) | | | Majority Vote | > |

RESOLUTION NO.: 3—2015-16

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Governor's Budget bill eliminates the Family Support Program and creates a
2 Children's Community Options Program to provide long term community support to
3 individuals from birth up to age 22 who have a disability. It further directs the
4 Department of Health Services to seek a waiver of federal Medicaid Law to obtain federal
5 funding for Children's COP. The Governor's Budget fails to provide details in order to
6 determine the impact of these proposals on individual families or Outagamie County. The
7 Family Support Program provides up to \$3000 annually to qualified families having a
8 child or children with a disabling condition between the ages of birth through their 22nd
9 birthday. Individualized service plans are developed for each child. Family Support funds
10 are used to purchase services or devices needed to support the child in the home or
11 community and avoid out of home placement. Between 60 and 80 children receive Family
12 Support Program funding annually with an additional 60 to 70 families waiting for
13 service. A current waiver program is in place across Wisconsin to serve children with
14 disabling conditions called Children's Long Term Support Services. No detail is provided
15 to the fate of this program. Approximately 38 families currently receive services through
16 this program. Outagamie County currently receives a Community Options Program
17 allocation of \$293,760 divided between the services for children with disabilities and
18 individuals with behavioral health needs. No detail is provided on the future status of
19 these funds. If these funds are used to fund the new Children's Community Options
20 Program, there would be a significant financial impact on Outagamie County. The State
21 of Wisconsin currently contracts with Lutheran Social Services (LSS) to provide services
22 to children with an Autism Spectrum Diagnosis in 12 counties including Outagamie
23 County. In Outagamie County, LSS serves 35 children enrolled in the intensive Autism
24 Service; 77 children in the ongoing/post intensive Autism Service and has a waitlist of 17
25 consumers waiting for Autism related services. The Department of Health Services is
26 currently in negotiations with the Centers for Medicare and Medicaid Services to shift this
27 program from a Children's Long Term Support Waiver Program to a Medicaid Card
28 Service under the Health Check Other Program, potentially shifting case management and
29 other services back to the County. Outagamie County Department of Health and Human
30 Services has neither the staff time nor the financial resources to absorb this workload
31 demand.

32
33 NOW THEREFORE, the undersigned members of the Health & Human Services Committee
34 recommend adoption of the following resolution.

35 BE IT RESOLVED, the Outagamie County Board of Supervisors believes that provisions
36 brought forth to create a new Children's Community Option Program and eliminate Family Support be
37 eliminated from the 2015-2017 Biennial Budget Bill. Program changes of this magnitude must be fully

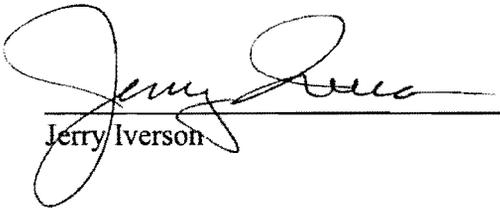
1 developed and studied to determine the effect on families and the community before being brought
2 forward as a major policy shift. We ask that these changes be fully developed and debated as a separate
3 bill outside the budget process, and

4 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
5 of this resolution to the Outagamie County Health & Human Services Director, the Outagamie County
6 Executive, all Wisconsin Counties and the Outagamie County Lobbyist who will distribute to the
7 Legislature and Governor.

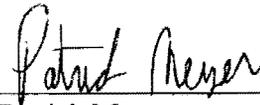
8 Dated this 21st day of April, 2015

9 Respectfully Submitted,

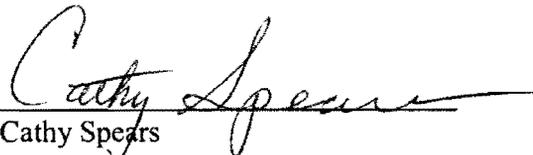
10 HEALTH & HUMAN SERVICES COMMITTEE

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15 Jerry Iverson

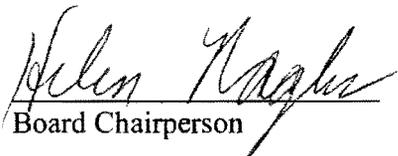

16 Barney Lemanski

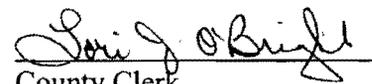
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21 Patrick Meyer

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Kevin Behnke

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27 Cathy Spears

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29 Duly and officially adopted by the County Board on: April 21, 2015

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32 Signed: 
33 Board Chairperson


34 County Clerk

35 Approved: 4-22-15

Vetoed: _____

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38 Signed: 
39 County Executive

**OUTAGAMIE COUNTY BOARD MEETING
APRIL 21, 2015**

RESOLUTION NO. 4—2015-16

Supervisor Trentlage moved, seconded by Supervisor Patience, for adoption.

RESOLUTION 4—2015-16 IS ADOPTED.

| | | | | | |
|---------------------|---------------------------------------------|----------------------|------------|-----------------------|---------------------------|
| 1. RABEC | YES | 13. VAN ASTEN | YES | 25. NOOYEN | YES |
| 2. NAGLER | YES | 14. DE GROOT | YES | 26. DUNCAN | YES |
| 3. GRADY | YES | VANDENHEUVEL | YES | 27. CULBERTSON | YES |
| 4. PATIENCE | YES | 16. LEMANSKI | YES | 28. STURN | YES |
| 5. IVERSON | YES | 17. GROAT | YES | 29. BUCHMAN | Absent |
| 6. STRENN | YES | 18. SPEARS | YES | 30. GRIESBACH | Absent |
| 7. HAMMEN | YES | 19. STUECK | NO | 31. THERN | YES |
| 8. KRUEGER | Absent | 20. THOMAS | YES | 32. RAHMLOW | YES |
| 9. TRENTLAGE | YES | 21. THYSSEN | YES | 33. AUSTIN | NO |
| 10. BEHNKE | Absent | 22. HAGEN | YES | 34. RETTLER | Absent |
| 11. MEYER | YES | 23. KLEMP | NO | 35. MELCHERT | YES |
| 12. McDANIEL | YES | 24. PLEUSS | YES | 36. SUPRISE | YES |
| Item 14 | Passed (28 Y - 3 N - 0 A - 5 Absent) | | | | Majority Vote > |

RESOLUTION NO.: 4—2015-16

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Governor Walker's 2015-2017 budget proposal calls for recipients of Senior Care to first
2 enroll in the Medicare Part D plan. To be eligible for Senior Care under current law, a
3 person must reside in Wisconsin; be at least 65 years of age; not be a recipient of
4 prescription drug coverage under Medicaid; and have an annual household income that
5 does not exceed 240% of the federal poverty line. Senior Care is a simple and cost
6 effective program for low income senior citizens. Participants must pay a program
7 enrollment fee of \$30 with medication co-pays of \$5 or \$15 per medication. Funding for
8 Senior Care comes from the following sources: rebates from pharmaceutical companies
9 (61.4%); federal matching funds (20%); and State GPR (General Purpose Revenue) funds
10 (18.6%). On January 1, 2015, 88,198 individuals were enrolled in Senior Care; and 1592
11 individuals enrolled in Outagamie County. The requirement to access Medicare Part D as a
12 condition of participation in Senior Care adds cost and complexity to senior citizens. The
13 average Medicare Part D plan costs \$61/month in Wisconsin, an out of pocket expense of
14 \$760 annually. This is in addition to the \$30 Senior Care enrollment fee. Because
15 Medicare Part D requires seniors to have creditable coverage or face penalties, if this
16 provision is passed in the budget over 25,000 enrollees would lose their creditable coverage
17 provided by Senior Care. The choice not to participate in Medicare Part D would be
18 eliminated and seniors would be forced to buy a Medicare Part D plan or face penalties.
19 Penalties may become difficult to avoid because seniors can only enroll in a Medicare Part
20 D Plan during a specific period of Open Enrollment, whereas one can enroll in Senior Care
21 at any time. Medicare Part D plans must be renewed annually and must be researched in
22 detail in order to determine which plan best meets the current prescription drug needs of the
23 consumer. There is a strong likelihood that some county residents currently enrolled in
24 Senior Care will not be able to afford Medicare Part D coverage. For some consumers with
25 behavior health needs, the cost of their behavioral health medications may then be shifted
26 to the county. Any savings in State General Purpose Revenue gained in the passage of this
27 provision of the budget bill would result in a loss of an equal amount of Federal Matching
28 Revenues and the rebate revenues provided by the pharmaceutical companies. This is a
29 repeat of the same proposal by the Governor found in the 2013-2015 Biennial Budget that
30 was rejected by a 15-1 vote by the Joint Finance Committee in place at that time.

31
32 NOW THEREFORE, the undersigned members of the Health & Human Services Committee
33 recommend adoption of the following resolution.

34 BE IT RESOLVED, the Outagamie County Board of Supervisors believes that Wisconsin should
35 keep Senior Care as it is currently structured, a program that is simple, successful and cost effective for
36 our Senior Citizens, and

1 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
2 of this resolution to the Outagamie County Health & Human Services Director, the Outagamie County
3 Executive, all Wisconsin Counties and the Outagamie County Lobbyist who will distribute to the
4 Legislature and Governor.

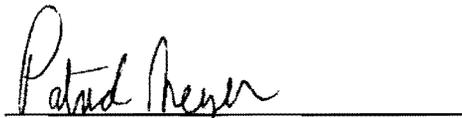
5 Dated this 21st day of April, 2015

6 Respectfully Submitted,

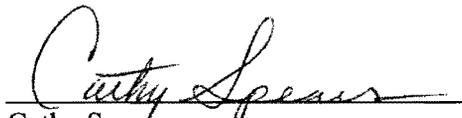
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8 HEALTH & HUMAN SERVICES COMMITTEE

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15 Barney Lemanski

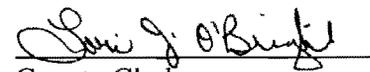
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20 Kevin Behnke

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23 Cathy Spears

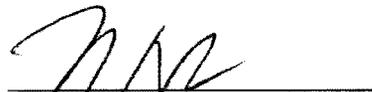
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26 Duly and officially adopted by the County Board on: April 21, 2015

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28 Signed: 
29 _____
30 Board Chairperson

31 
32 _____
33 County Clerk

34 Approved: 4-22-15

Vetoed: _____

35 Signed: 
36 _____
County Executive

**OUTAGAMIE COUNTY BOARD MEETING
APRIL 21, 2015**

RESOLUTION NO. 5—2015-16

Supervisor Spears moved, seconded by Supervisor Hagen, for adoption.

RESOLUTION NO. 5—2015-16 IS ADOPTED.

| | | | | | |
|---------------------|---------------------------------------------|----------------------|------------|-----------------------|---------------------------|
| 1. RABEC | YES | 13. VAN ASTEN | YES | 25. NOOYEN | YES |
| 2. NAGLER | YES | 14. DE GROOT | YES | 26. DUNCAN | NO |
| 3. GRADY | YES | VANDENHELVEL | YES | 27. CULBERTSON | YES |
| 4. PATIENCE | YES | 16. LEMANSKI | YES | 28. STURN | NO |
| 5. IVERSON | YES | 17. GROAT | YES | 29. BUCHMAN | Absent |
| 6. STRENN | YES | 18. SPEARS | YES | 30. GRIESBACH | Absent |
| 7. HAMMEN | YES | 19. STUECK | NO | 31. THERN | YES |
| 8. KRUEGER | Absent | 20. THOMAS | YES | 32. RAHMLOW | NO |
| 9. TRENTLAGE | YES | 21. THYSSEN | YES | 33. AUSTIN | YES |
| 10. BEHNKE | Absent | 22. HAGEN | YES | 34. RETTLER | Absent |
| 11. MEYER | YES | 23. KLEMP | NO | 35. MELCHERT | YES |
| 12. McDANIEL | YES | 24. PLEUSS | YES | 36. SUPRISE | YES |
| Item 15 | Passed (26 Y - 5 N - 0 A - 5 Absent) | | | | Majority Vote > |

RESOLUTION NO.: 5—2015-16

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Governor Walker's 2015-2017 budget proposal reduces Affordable Care Act funding
2 for Balance of State Income Maintenance agencies to determine eligibility and provide
3 on-going case maintenance for the BadgerCare Plus Program from \$9,814,800 for
4 calendar year 2015, to \$4,907,400 for calendar year 2016, and then a further reduction
5 to \$2,453,700 for calendar year 2017. The 2015-2017 State Budget also places
6 \$2,366,700 of funding in fiscal year 2016 and \$6,138,200 of funding in fiscal year
7 2017 in an unallotted reserve account. The Balance of State Income Maintenance
8 Caseloads have increased **5.2%** in the last 20 months, from 425,895 cases on July 1,
9 2013 to 448,042 cases as of February 28, 2015. The Balance of State Income
10 Maintenance Change/Call Center requests for assistance have increased from
11 1,383,810 calls per year in calendar year 2012 to 1,725,466 calls during calendar year
12 2014, an increase of **24.7%**. The Federal Affordable Care Act creates increased and
13 on-going workloads for our Income Maintenance agencies each time an open
14 enrollment period for healthcare coverage occurs, as has been demonstrated at the
15 federal, state and local levels. The third open enrollment period for healthcare
16 coverage has been announced for the time period of October 1, 2015 through January
17 31, 2016. Outagamie County Medicaid caseloads have increased **18.07%** over the past
18 22 months from 9,512 from April 1, 2013, to 11,231 on February 1, 2015. Outagamie
19 County Health and Human Services staff has calculated that the county will need
20 approximately **\$283,400** of funding from the unallotted reserve fund for calendar years
21 2016 and 2017 in order to sustain the current Affordable Care Act related workload.
22 The Department of Health Services has made prior promises to fully fund the
23 increased workload that Income Maintenance Agencies already have and will continue
24 to experience as a result of the Affordable Care Act.

25
26 NOW THEREFORE, the undersigned members of the Health & Human Services Committee
27 recommend adoption of the following resolution.

28 BE IT RESOLVED by the Outagamie County Board of Supervisors that the State of Wisconsin
29 Department of Health Services needs to allocate adequate Affordable Care Act funding to the Balance of
30 State Income Maintenance agencies from the unallotted reserve fund by the fall of each year to ensure
31 that adequate staffing and resources are available to sustain the increased workload, and

32 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
33 of this resolution to the Outagamie County Health & Human Services Director, the Outagamie County

1 Executive, all Wisconsin Counties and the Outagamie County Lobbyist who will distribute to the
2 Legislature and Governor.

3

4 Dated this 21st day of April, 2015

5

Respectfully Submitted,

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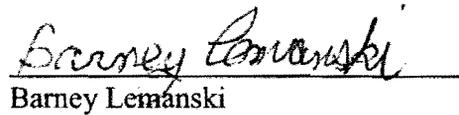
HEALTH & HUMAN SERVICES COMMITTEE

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Jerry Iverson


Barney Lemanski

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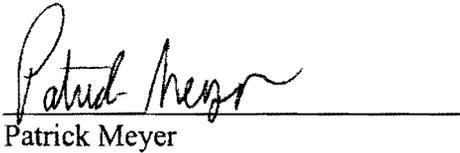
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Patrick Meyer

Kevin Behnke

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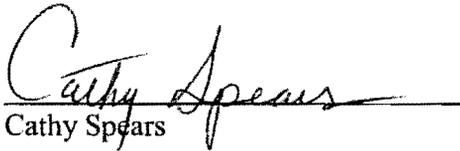
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Cathy Spears

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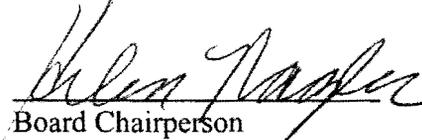
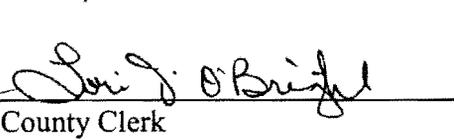
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Duly and officially adopted by the County Board on: April 21, 2015

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Signed:  Board Chairperson  County Clerk

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Approved: 4-22-15 Vetoed: _____

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Signed: 
County Executive

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**OUTAGAMIE COUNTY BOARD MEETING
APRIL 21, 2015**

RESOLUTION NO. 6—2015-16

Supervisor Surprise moved, seconded by Supervisor Grady, for adoption.

RESOLUTION NO. 6—2015-16 IS ADOPTED.

| | | | | | |
|--------------|--------------------------------------|---------------|-----|----------------|--------|
| 1. RABEC | YES | 13. VAN ASTEN | YES | 25. NOOYEN | YES |
| 2. NAGLER | YES | 14. DE GROOT | YES | 26. DUNCAN | YES |
| 3. GRADY | YES | VANDENHEUVEL | YES | 27. CULBERTSON | YES |
| 4. PATIENCE | YES | 16. LEMANSKI | YES | 28. STURN | NO |
| 5. IVERSON | YES | 17. GROAT | YES | 29. BUCHMAN | Absent |
| 6. STRENN | YES | 18. SPEARS | YES | 30. GRIESBACH | Absent |
| 7. HAMMEN | YES | 19. STUECK | NO | 31. THERN | YES |
| 8. KRUEGER | Absent | 20. THOMAS | YES | 32. RAHMLOW | YES |
| 9. TRENTLAGE | YES | 21. THYSSEN | YES | 33. AUSTIN | YES |
| 10. BEHNKE | Absent | 22. HAGEN | YES | 34. RETTLER | Absent |
| 11. MEYER | YES | 23. KLEMP | NO | 35. MELCHERT | YES |
| 12. McDANIEL | YES | 24. PLEUSS | YES | 36. SURPRISE | YES |
| Item 16 | Passed (28 Y - 3 N - 0 A - 5 Absent) | | | Majority Vote | > |

RESOLUTION NO.: 6—2015-16

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Governor Walker's 2015-2017 budget proposal calls for a lifetime **enrollment limit of**
2 **48 months** for BadgerCare Plus for Childless Adults Medicaid participants. The 2015-
3 2017 State Budget also requests that the state seek a federal Department of Health and
4 Human Services waiver to impose monthly premiums for BadgerCare Plus for
5 Childless Adults Medicaid participants, as well as impose higher premiums for
6 enrollees who engage in behaviors that increase their health risks. The State Budget
7 also requires BadgerCare Plus for Childless Adults Medicaid members to have a
8 health risk assessment and be screened for drug use to receive benefits. There are
9 currently **2,796** childless adults on BadgerCare Plus Medicaid benefits in Outagamie
10 County as of February 28, 2015. The loss of BadgerCare Plus Medicaid benefits after
11 48 months of coverage will once again make many of these very poor individuals (a
12 single individual with an annual income of less than \$11,770) be without any type of
13 health care coverage. One example of a county resident who would be negatively
14 impacted by this budget change is a 52-year-old male who has a severe mental illness,
15 has extensive medical conditions, and also has many physical disabilities that prevent
16 him from working full time. At the present time, this county resident has not been able
17 to qualify for disability but also does not work enough to afford any type of private
18 insurance. If time limited BadgerCare Plus benefits would be enacted, this county
19 resident would likely again be uninsured and have to turn to the county to fund many
20 of his behavioral health services. In calendar year 2014 each uninsured mental health
21 client **conservatively** costs the county **\$3,170** to serve. At least 150 of the 2,796
22 Childless Adults on BadgerCare would be expected to turn to the county for
23 behavioral health services. These 150 additional uninsured county residents would
24 likely cost the county **over \$475,000 each calendar year.**

25
26 NOW THEREFORE, the undersigned members of the Health & Human Services Committee
27 recommend adoption of the following resolution.

28 BE IT RESOLVED by the Outagamie County Board of Supervisors that the Joint Finance
29 Committee remove all budget provisions that change the BadgerCare Plus for Childless Adults Medicaid
30 Program and allow this important safety net health insurance program to operate as it currently does for
31 individuals and family members below 100% of federal poverty limits, and

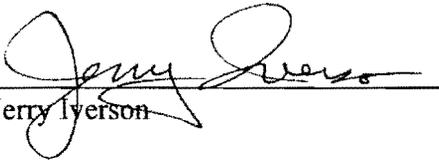
32 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
33 of this resolution to the Outagamie County Health & Human Services Director, the Outagamie County

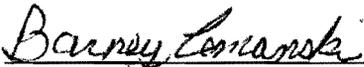
1 Executive, all Wisconsin Counties and the Outagamie County Lobbyist who will distribute to the
2 Legislature and Governor.

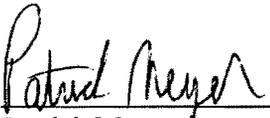
3 Dated this 21st day of April, 2015

4 Respectfully Submitted,

5 HEALTH & HUMAN SERVICES COMMITTEE

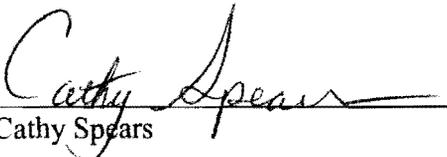
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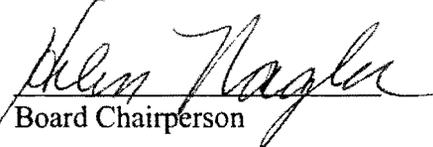
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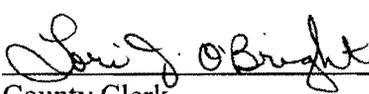
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Cathy Spears

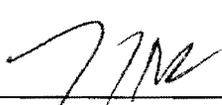
Duly and officially adopted by the County Board on: April 21, 2015

Signed: 
Board Chairperson


County Clerk

Approved: 4-22-15

Vetoed: _____

Signed: 
County Executive

**OUTAGAMIE COUNTY BOARD MEETING
APRIL 21, 2015**

RESOLUTION NO. 7—2015-16

Supervisor Grady moved, seconded by Supervisor Groat, for adoption.

RESOLUTION NO. 7—2015-16 IS ADOPTED.

| | | | | | |
|---------------------|---------------------------------------------|----------------------|---------------|-----------------------|---------------------------|
| 1. RABEC | YES | 13. VAN ASTEN | YES | 25. NOOYEN | YES |
| 2. NAGLER | YES | 14. DE GROOT | YES | 26. DUNCAN | YES |
| 3. GRADY | YES | VANDENHEUVEL | YES | 27. CULBERTSON | YES |
| 4. PATIENCE | YES | 16. LEMANSKI | YES | 28. STURN | NO |
| 5. IVERSON | YES | 17. GROAT | YES | 29. BUCHMAN | Absent |
| 6. STRENN | YES | 18. SPEARS | YES | 30. GRIESBACH | Absent |
| 7. HAMMEN | YES | 19. STUECK | NO | 31. THERN | YES |
| 8. KRUEGER | Absent | 20. THOMAS | YES | 32. RAHMLOW | YES |
| 9. TRENTLAGE | YES | 21. THYSSEN | YES | 33. AUSTIN | YES |
| 10. BEHNKE | Absent | 22. HAGEN | YES | 34. RETTLER | Absent |
| 11. MEYER | YES | 23. KLEMP | Absent | 35. MELCHERT | YES |
| 12. McDANIEL | YES | 24. PLEUSS | YES | 36. SUPRISE | YES |
| Item 17 | Passed (28 Y - 2 N - 0 A - 6 Absent) | | | | Majority Vote > |

RESOLUTION NO.: 7—2015-16

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Governor Walker's 2015-2017 State Budget proposal calls for consolidating base funding
2 for community mental health services by repealing several programs and funding
3 allocations and transferring base funding for these programs to a funding allocation under
4 the state's community aids program, effective January 1, 2016. The budget anticipates
5 **savings of \$3,744,300 in fiscal year 2016 and \$7,488,500 in fiscal year 2017** due to
6 these program consolidations. Outagamie County presently offers a full continuum of
7 mental health services and contributes a significant amount of county tax levy, over
8 \$5,000,000 is budgeted for calendar year 2015 (over \$7,400,000 before distribution of the
9 Basic County Allocation), to ensure local delivery of mental health services. The
10 Governor's Budget fails to provide details in order to determine the impact of these
11 proposed changes on the county or to the clients the county serves with these funds. The
12 Governor's Budget does not require the Department of Health Services to maintain the
13 current distribution of funding to counties, nor does it specify a defined distribution
14 mechanism for the newly consolidated funding.

15
16 NOW THEREFORE, the undersigned members of the Health & Human Services Committee
17 recommend adoption of the following resolution.

18 BE IT RESOLVED, by the Outagamie County Board of Supervisors that the State of Wisconsin
19 should maintain the existing mental health programs funded in the same manner that they have been
20 funded in calendar year 2015 and that no changes to these funding streams occur in the 2015-2017 State
21 Budget, and

22 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
23 of this resolution to the Outagamie County Health & Human Services Director, the Outagamie County
24 Executive, all Wisconsin Counties and the Outagamie County Lobbyist who will distribute to the
25 Legislature and Governor.

26 Dated this 21st day of April, 2015

27 Respectfully Submitted,

28
29 HEALTH & HUMAN SERVICES COMMITTEE

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Jerry Iverson
Jerry Iverson

Barney Lemanski
Barney Lemanski

Patrick Meyer
Patrick Meyer

Kevin Behnke

Cathy Spears
Cathy Spears

Duly and officially adopted by the County Board on: April 21, 2015

Signed: Helen Nagler
Board Chairperson

Shirley O'Bough
County Clerk

Approved: 4-22-15

Vetoed: _____

Signed: [Signature]
County Executive



RECEIVED
WALWORTH COUNTY CLERK
STATE SENATOR JANIS RINGHAND
2015 MAY 15 PM 12:59

May 7, 2015

Kimberly S. Bushey
Walworth County Clerk
100 W. Walworth, PO Box 1001
Elkhorn, WI 53121

Dear Kimberly,

Thank you for letting me know Walworth County's opposition to Governor Walker's proposal to change from municipal to county assessments.

There are currently 1,851 municipalities that perform assessments and report to the Wisconsin Department of Revenue. The Governor's proposal reduces this number to 94, which represent the number of counties and larger cities in the state. In doing so, the Governor is hoping to eliminate a few jobs at the Department of Revenue as a part of his plan to reduce the size of government.

The proposal is not well thought out and not funded. It takes local control away from local townships and municipalities, shifts all the cost of assessments to the county and eliminates the local appeal process. It is my understanding that there are simply not enough qualified assessors in Wisconsin to re-evaluate each property yearly.

It seems that this proposal was introduced by the Governor without any input from the Counties, Towns or Municipalities. Because of the overwhelming opposition from local units of government throughout Wisconsin, the Joint Committee on Finance removed this provision from Governor Walker's budget. I will continue to work with my colleagues to ensure that this bad idea stays out of the budget.

Please share this information with the County Board of Supervisors and anyone who interested in the changes our auditing system.

Thank you again for forwarding the resolution. If you have any questions, or would like additional information regarding this, or any, state issue, please do not hesitate to contact me.

Sincerely,

Janis Ringhand
State Senator
15th Senate District



RECEIVED
WALWORTH COUNTY CLERK

DAVID CRAIG 2015 MAY 22 AM 9:20

STATE REPRESENTATIVE
CHAIRMAN, ASSEMBLY COMMITTEE ON FINANCIAL INSTITUTIONS

May 14, 2015

Walworth County Board
c/o Walworth County Clerk Kimberly S. Bushey
100 W. Walworth
PO Box 1001
Elkhorn, WI 53121

Members of the Board:

Thank you for providing the Walworth County Board's resolution regarding the Governor's proposal to move assessment from the municipal to county level. I appreciate hearing from you on this matter.

While I am open to consolidation in order to eliminate redundancy, it seemed doubtful the proposal as it was written would accomplish that goal. Additionally, the Joint Committee on Finance has already decided to remove the proposal regarding county wide assessment from the budget.

Again, thank you for contacting me regarding this issue. If you should need additional information or assistance with this or any other matter relating to state government, please feel free to contact me at 888-534-0083 or email me at Rep.Craig@legis.wi.gov.

Sincerely,

Representative David Craig
83rd District
Wisconsin State Assembly

RECEIVED
WALWORTH COUNTY CLERK
MAY 26 AM 10:10

STATE REPRESENTATIVE
ANDY JORGENSEN

43rd Assembly District -- Assembly Democratic Caucus Chair

May 20, 2015

Walworth County Board of Supervisors
c/o Kimberly Bushey
PO Box 1001
Elkhorn, WI 53121

Dear Kimberly,

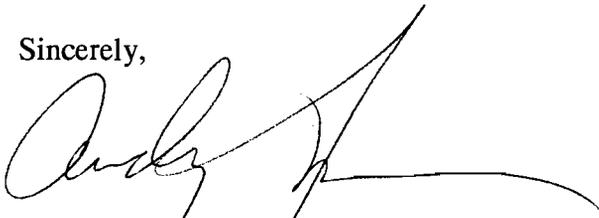
Thank you for providing my office with the Walworth County Board of Supervisors' resolution regarding the county assessment proposal in the state budget. It is a privilege serving you in the Wisconsin State Assembly and I appreciate hearing the board's thoughts on this matter.

On April 15 the Joint Finance Committee (JFC) voted to take this proposal out of the budget. Because of the hard work and dedication of people like you and the Walworth County Board for being loud on this issue, this proposal has been taken out of the budget.

In my years serving in the legislature, I have learned that some of the best ideas come from those I have been elected to serve. After this proposal was introduced, all I heard was opposition to it. Being all groups affected by this measure were against this budget proposal, it seemed clear to me that this policy was misguided. Additionally, none of the interested parties that I had talked with were reached out to prior to including this provision within the budget. Please know I remain opposed to this proposal and should this measure be reintroduced in the future, I will keep your views in mind.

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

Sincerely,



ANDY JORGENSEN
State Representative
43rd Assembly District

STATE REPRESENTATIVE
ANDY JORGENSEN

43rd Assembly District — Assembly Democratic Caucus Chair

RECEIVED
WALWORTH COUNTY CLERK
2015 MAY 15 PM 12:59

May 13, 2015

Walworth County Board of Supervisors
c/o Kimberly S. Bushey
100 W. Walworth PO Box 1001
Elkhorn, WI 53121

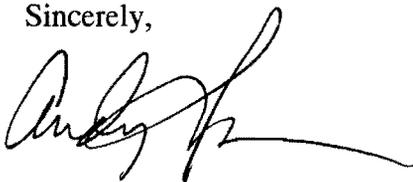
Dear Kimberly,

Thank you for providing my office with the Walworth County Board of Supervisors resolution regarding opposition to repealing the Wisconsin Fund Program. It is a privilege serving in the Wisconsin State Assembly and I appreciate hearing the board's thoughts on this matter.

The resolution you presented me offers good insight as to what local opinions are on a number of issues. The Wisconsin Fund Program assists low income property owners in replacing their failing septic systems. This program has helped 556 people since 1982 in Walworth County and many more statewide. Please know I will keep the board's views in mind if this issue comes up for debate in the Wisconsin State Assembly.

Thank you again for providing my office with this resolution, Kimberly. 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
43rd Assembly District

RECEIVED
WALWORTH COUNTY CLERK

STATE REPRESENTATIVE

ANDY JORGENSEN

MAY 15 PM 12:59

43rd Assembly District — Assembly Democratic Caucus Chair

May 13, 2015

Walworth County Board of Supervisors
c/o Kimberly Bushey
PO Box 1001
Elkhorn, WI 53121

Dear Kimberly,

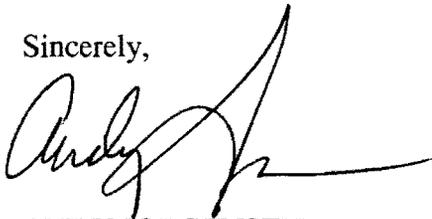
Thank you for providing my office with the Walworth County Board of Supervisors' resolution regarding the proposed cut in funding and return to the prior state level aid to the State's County Land Conservation departments. It is a privilege serving in the Wisconsin State Assembly and I appreciate hearing the board's thoughts on the matter.

Growing up on a dairy farm, I understand how important farmers are to our great state. A decrease of \$1.6 million in funding would hinder the progress that Walworth County farmers have made. The State's County Land Conservation departments have accomplished so much, and the cuts to these departments would halt further accomplishments from being achieved.

A return to the prior state aid level for county conservation staff would not only give federal and state resources to farmers, but would also benefit rural development and assist farms of all sizes. I look forward to working with you in the future on this issue. Please know I will keep the board's views in mind should this come up for debate in the Wisconsin State Assembly.

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

Sincerely,



ANDY JORGENSEN
State Representative
43rd Assembly District



The Village of East Troy Municipal Building
2015 Energy Drive | East Troy, WI | 53120
Office: 262-642-6255 | FAX: 262-642-6259
www.easttroy-wi.com

RECEIVED
WALWORTH COUNTY CLERK
2015 MAY 28 AM 8:57

May 26, 2015

Kimberly Bushey, Walworth County Clerk
Walworth County Clerk's Office
PO Box 1001
Elkhorn, WI 53121

Dear Ms. Bushey:

The Village of East Troy Plan Commission recently passed a resolution recommending an amendment to the village's future land use map in the comprehensive plan.

The Village Board will conduct a public hearing on July 6, 2015, at 6:30 p.m. at the Village of East Troy Municipal Building, located at 2015 Energy Drive, to consider this resolution.

If you have any questions, you may contact our Planner, Tim Schwecke at 920.728.2814.

Sincerely,

Eileen Suhm
Clerk-Treasurer

enc. Resolution PC2015-01

Village of East Troy Plan Commission

Resolution PC2015-01

**A Resolution Recommending to the Village Board a
Revision of the Village's Comprehensive Plan**

WHEREAS, the Village Board is authorized by state law to adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2), Wis. Stats.; and

WHEREAS, the Village Board adopted a comprehensive plan on June 1, 2009, following extensive public participation; and

WHEREAS, the Village Board may amend the adopted comprehensive plan from time to time; and

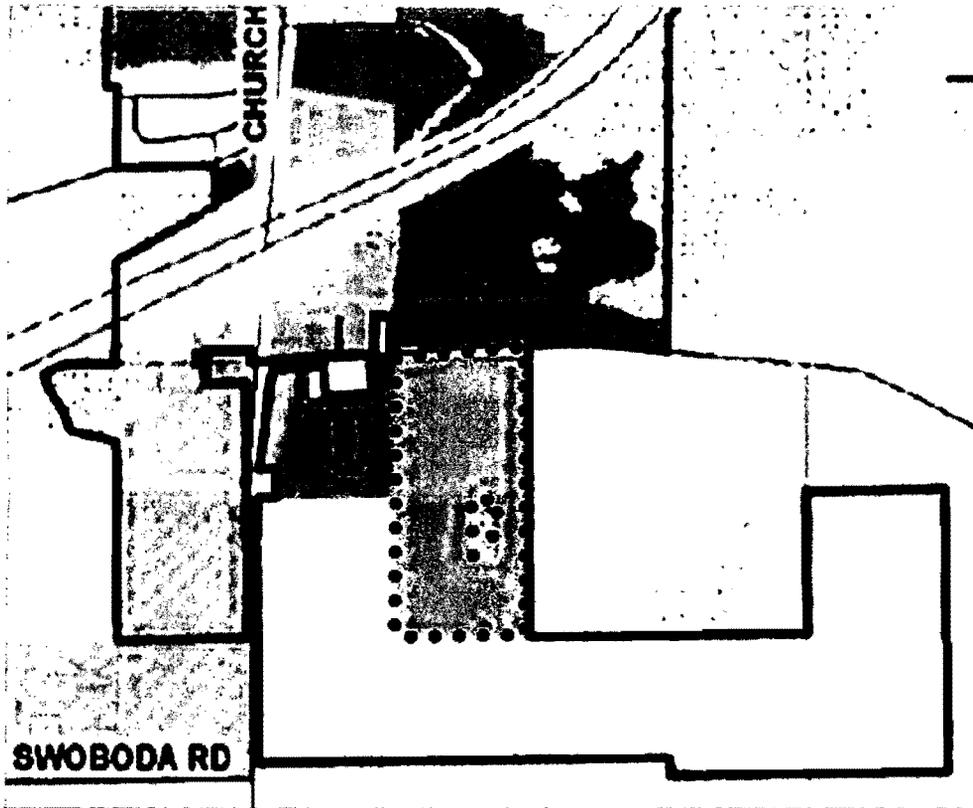
WHEREAS, the Village Board for the Village of East Troy adopted a public participation plan on May 18, 2015 that describes the way in which Village residents and other interested parties can participate in the revision of the adopted comprehensive plan; and

WHEREAS, the Plan Commission desires to amend the future land use map (Map 5A) by changing the land use classification of that area in Parcel Number RA314100001 designated Planned Business/Office to General Industrial, while retaining the designation of the area designated as Ecological Area; and

WHEREAS, the comprehensive plan indicates that suitable zoning for parcels designated General Industrial on the future land use map are Light Industrial (M-1) which corresponds to LI in the current zoning regulations and General Industrial (M-2) which corresponds to GI in the current zoning regulations; and

WHEREAS, the Plan Commission finds that the adopted comprehensive plan with the recommended revision contains all of the required elements specified in Section 66.1001(2), Wis. Stats.

NOW THEREFORE, by a majority vote of the entire commission recorded in its official minutes, the Plan Commission recommends to the Village Board the amendment of the future land use map (Map 5A) by changing the land use classification of that area in Parcel Number RA314100001 designated Planned Business/Office to General Industrial, while retaining the designation of the area designated as Ecological Area.

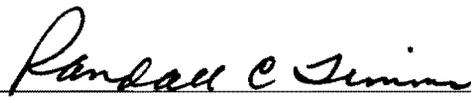


Note: The area of the subject property designated as Ecological Area shall remain unchanged.

NOW THEREFORE, the Village Clerk is directed to send a copy of this resolution to each of the following:

- a. the clerk for Walworth County;
- b. the clerk of every local government unit that is adjacent to the Village;
- c. Wisconsin Land Council;
- d. State of Wisconsin Department of Administration;
- e. Southeastern Wisconsin Regional Planning Commission (SEWRPC); and
- f. East Troy Lions Public Library.

Passed and adopted this 11th day of May, 2015


Randall C. Timms, Plan Commission Chairperson

ATTEST:


Eileen Suhm, Village Clerk-Treasurer



County Clerk

Kimberly S. Bushey
County Clerk

June 9, 2015– Walworth County Board Meeting

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

- Oconto County Resolution #60-2015 - Resolution in Opposition to Senate Bill 21 and Assembly Bill 21 Related to Elimination of the Wisconsin Fund Grant Program (Topic previously referred to the Land Conservation Committee)

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 |
|---------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Walworth County Land Use and Resource Management Department | All Townships | Amendment to Section(s) 74-51, 74-52, 74-61, and 74-131 of the Zoning Ordinance and Section(s) 74-178, 74-179, 74-188, and 74-263 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances relative to Pet and Animal Regulations. | June 9, 2015 |
| Walworth County Land Use and Resource Management Department | All Townships | Amendment to Chapter 58 of the Walworth County Code of Ordinances relative to Subdivisions | June 9, 2015 |
| Timothy and Renee Richter – Owners | Spring Prairie Township Parts of Tax Parcel OA2153-1 | Rezone approx. .62 acres of A-1 Prime Agricultural zone property to the A-4 Agricultural Related Manufacturing, Warehousing and Marketing District for existing greenhouse to be used commercially and for a landscaping contractor storage yard. Rezone approx. .14 acres of P-1 Park District to A-1 District for relocation of an existing greenhouse. | June 9, 2015 |
| William Leek Living Trust, William Leek/John Leek Applicant | Walworth Township Part of Tax Parcel E W-6-3 | Rezone approx. .82 acres of A-1 Prime Agricultural District to B-2 General Business District for expansion of a boat storage facility. | June 9, 2015 |
| Ron Carlson for B.R. Amon & Sons, Inc. – Ron Carlson Receiver | LaFayette Township Tax Parcel K LF-26-1 | Rezone approx. 25.38 acres of mostly M-3 Mineral Extraction District to M-2 Heavy Industrial District with lesser areas of A-5 Agricultural Rural Residential and P-2 Institutional Park Districts to M-2 to correct property boundaries for creation of a truck depot. | June 9, 2015 |

| | | | |
|----------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Seth Hanson – Owner, Emily Krauklis – Applicant | LaFayette Township Part of Tax Parcel KA2811-1 | Rezone approx. .08 acres from A-1 Prime Agricultural District to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District in order to conduct barn board storage outside in conjunction with a Farm Family Business conditional use. | June 9, 2015 |
|----------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|

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

Dated this _____ day of _____, 2015.

County Clerk

cc: All – Ord.

May 21, 2015
May 21, 2015 - expanded

Please include the following County Zoning Agency items on the June 9, 2015 County Board agenda:

Discussion Item:

1. **Zoning Ordinance for Town of Bloomfield.** Town of Bloomfield proposed Ordinance change concerning rezone of portion of MA 39100001, Town of Bloomfield, per petition filed with the Town of Bloomfield by Roxann and Chris Migut.

Vote 6 – 0 at the May 21, 2015 Zoning Agency Public Hearing to forward the Town of Bloomfield rezone to the Walworth County Board.

Rezones:

1. **Roen Farms LLC – Owner,** Town of Lyons and Walworth County – Applicants, Section 33, Lyons Township. The Town of Lyons and Walworth County are petitioning to rezone 83.6 acres of A-2 Agricultural zoned property and 31.4 acres of P-1 Park district zoned property back to the A-1 Prime Agricultural district. Tax Parcel N LY-33-1.

Approved 6 – 0 at the May 21, 2015 Zoning Agency hearing.

Conformance with County Land Use Plan: The County 2035 Land Use Plan identifies this area as the Prime Agricultural Land use Category.

2. **Wisconsin Power and Light Co. – Owner Rep. Thomas Erstad, American Transmission Company, LLC – Applicant Rep. Anita La Coursiere,** Section 23, Geneva Township. Rezone of approximately .37 acres of C-4 Lowland Resource Conservation District (Shoreland Wetland) to C-2 Upland Resource Conservation District. Parts of Tax Parcel J G-23-18A.

Approved 6 – 0 at the May 21, 2015 Zoning Agency hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as (AG1) Other Agricultural Rural Residential and Other Open Lands (5 to 34 acres per dwelling), (PEC) Primary Environmental Corridor and (SEC) Secondary Environmental Corridor.

3. **Duane Newman – Owner, Russell Newman – Applicant,** Section 28, LaFayette Township. Rezone approximately .05 acres of A-1 Prime Agricultural zoned property to the B-4 Highway Business zone district. Part of Tax Parcel K LF-28-7.

Approved 6 – 0 at the May 21, 2015 Zoning Agency hearing.

Conformance with County Land Use Plan: The County 2035 Land Use Plan identifies this area as the AP Prime Agricultural land use category

4. **Richard and Mary Synek and Raymond and Marian Iverson – Property Owners, Patrick Hudec, Attorney – Applicant**, Section 9, East Troy Township. Rezone portions of lots from B-3 to R-1. Parts of Tax Parcels P ET-9-4C and 4D.

Approved 6 – 0 at the May 21, 2015 Zoning Agency hearing.

Conformance with County Land Use Plan: The Walworth County 2035 Land Use Plan identifies this area as the (RU) Urban Density Residential land use category.

Resolution No. 24-06/15

Urging the State Legislature to Wait Until Local Governments Provide Their Numbers, Wards and District Information Before Redistricting and to Use Local Boundaries to Create State Districts

1 Moved/Sponsored by: Executive Committee

2
3 **WHEREAS**, pursuant to the Wisconsin Constitution, the State Legislature is directed to
4 apportion and redistrict all legislative districts according to the number of inhabitants at its first
5 session after the decennial federal census; and at that time, the State Legislature also
6 reapportions the congressional districts in the state, pursuant to federal law; and,
7

8 **WHEREAS**, legislative and congressional redistricting plans enacted pursuant to this procedure
9 are used to elect members of the legislature and members of Congress in the fall of the second
10 year following the year of the census, and in practice, all apportionment and redistricting are in
11 control of the majority party; and,
12

13 **WHEREAS**, the 2011 process to draw the maps and fight lawsuits cost taxpayers nearly \$1.9
14 million; and,
15

16 **WHEREAS**, using local boundaries will save taxpayer money with future election costs and
17 reduce voter confusion.
18

19 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
20 does hereby urge the State Legislature to wait until local governments produce and provide their
21 numbers, wards and district information when redistricting and to use local boundaries to create
22 state districts.
23

24 **BE IT FURTHER RESOLVED** that that a copy of this resolution be forwarded to Governor
25 Walker and all state representatives and senators who represent Walworth County.
26
27
28

29 _____
30 Nancy Russell
31 County Board Chair

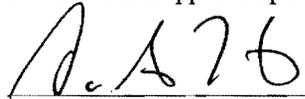
Kimberly S. Bushey
County Clerk

32 County Board Meeting Date: June 9, 2015
33

34 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:

 5/27/15

David A. Bretl Date
County Administrator/Corporation Counsel

 5/27/15

Nicole Andersen Date
Deputy County Administrator - Finance

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

Policy and Fiscal Note
Resolution No. 24-06/15

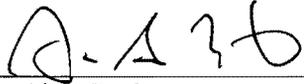
- I. **Title:** Urging the State Legislature to Wait Until Local Governments Provide Their Numbers, Wards and District Information Before Redistricting and to Use Local Boundaries to Create State Districts
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to urge the state legislature to wait until local governments produce and provide their numbers, wards and district information when redistricting and to use local boundaries to create state districts. Using local boundaries will save taxpayer money for future election costs and reduce voter confusion.
- 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: Executive Committee Meeting Date: May 18, 2015

Vote: 4-0

County Board Meeting Date: June 9, 2015

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

 5/27/15

Date
David A. Bretl
County Administrator/Corporation Counsel

 5/27/15

Date
Nicole Andersen
Deputy County Administrator – Finance

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

Resolution No. 25 – 06/15
**Recognizing Chancellor Richard J. Telfer for his Years of Service to the
University of Wisconsin-Whitewater and Walworth County**

1 Moved/Sponsored by: Executive Committee

2
3 **WHEREAS**, Richard J. Telfer has served UW-Whitewater in many different capacities for the
4 past thirty years including terms as provost, vice-chancellor, associate vice-chancellor, assistant
5 dean of the graduate school, chair of the Department of Curriculum and Instruction, professor,
6 and assistant professor; and,

7
8 **WHEREAS**, Richard J. Telfer has served since 2007 as the University’s Chancellor; and,

9
10 **WHEREAS**, Chancellor Telfer will retire from his position as UW-Whitewater Chancellor on
11 June 30, 2015; and,

12
13 **WHEREAS**, during Chancellor Telfer’s tenure, UW-Whitewater established several nationally
14 recognized programs including the Academic Advising and Exploration Center, Undergraduate
15 Research Program, McNair Scholars Program, and Honors Program; and,

16
17 **WHEREAS**, during Chancellor Telfer’s tenure, UW-Whitewater won 22 national athletic
18 championships; and,

19
20 **WHEREAS**, under Chancellor Telfer’s guidance, UW-Whitewater has strengthened retention
21 and graduation rates, created freshmen learning communities, attained record enrollment,
22 accomplished the largest fundraising campaign in the university’s history securing more than \$48
23 million, established the university’s first doctoral program, and initiated the new student seminar;
24 and,

25
26 **WHEREAS**, Chancellor Telfer formed a partnership with the City of Whitewater to build and
27 develop the Innovation Center and Technology Park; and,

28
29 **WHEREAS**, since 2008, Chancellor Telfer served as a Walworth County representative on the
30 Milwaukee 7 Regional Economic Development Advisory Council, and made significant
31 contributions to the Walworth County Economic Development Alliance.

32
33 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
34 wishes to recognize Chancellor Richard J. Telfer for his years of service to the University of
35 Wisconsin-Whitewater and the Walworth County community.

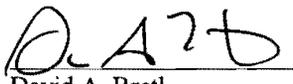
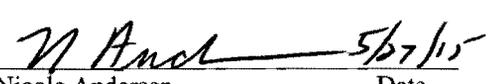
36
37
38
39 _____
40 Nancy Russell
41 County Board Chair

42 _____
Kimberly S. Bushey
County Clerk

43 County Board Meeting Date: June 9, 2015

1 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 |
| <u>5/26/15</u> Date | <u>5/27/15</u> Date |

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

Policy and Fiscal Note
Resolution No. 26 – 06/15

- I. **Title:** Recognizing and Commending Paul D’Amico on his Achievement of the Rank of Eagle Scout

- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to recognize Paul D’Amico on achieving the Boy Scouts of America’s highest rank of Eagle Scout.

- III. **Budget and Fiscal Impact:** Passage of this resolution will have no fiscal impact on the 2015 county budget.

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

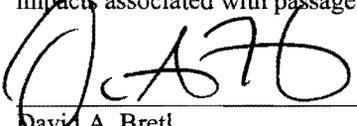
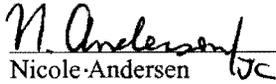
Committee: Executive

Meeting Date: June 9, 2015

Vote:

County Board Meeting Date: June 9, 2015

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

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|  _____ David A. Bretl County Administrator/Corporation Counsel | <u>4/1/15</u> Date |  _____ Nicole Andersen Deputy County Administrator - Finance | <u>6/4/15</u> Date |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|

ORDINANCE NO. 930– 06/15

AMENDING SECTION 30-286 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATIVE TO THE SHERIFF’S OFFICE JAIL INMATE FEES

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Section 30-286 of the Walworth County Code of Ordinances is hereby amended to read as follows (additions shown by underline; deletions shown by strike-through):

Sec. 30-286. Consolidated fee schedule.

There is hereby imposed the fees set forth in the following county consolidated fee schedule.

Walworth County
Consolidated Fee Schedule

The fee schedule table is intended as guidance and does not replace the Wisconsin State Statutes, where applicable, as the source of authority.

| Description | Fee | Effective Date | Authority |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------|
| Sheriff’s Office | | | |
| Jail inmate deposit fee -all inmate deposits transacted via lobby kiosk | \$3.25/cash transaction, deposit limit \$500.00; \$4.95/ <u>\$4.15 (\$0.00-30.00),</u> <u>\$5.95 (\$30.01-\$50.00),</u> <u>\$6.95 (\$50.01-\$70.00),</u> <u>\$7.95 (\$70.01-\$100.00)</u> credit/debit card transaction, deposit limit \$100.00 | Jan-12-Jun-15 | Ord. 695-11/11 <u>Note to codifier: Insert ordinance number here.</u> |
| Jail inmate deposit fee -all inmate deposits transacted via online services | 4.5% of total (minimum \$4.50 <u>8% service fee for bail, \$5,000 maximum, \$5.25)/internet transaction; 6.0% of total \$6.75 (minimum \$6.00)/phone transaction.</u> \$25.00 minimum deposit per transaction, \$100.00 maximum deposit per transaction. \$200.00 combined maximum deposit per week. Maximum of 5 transactions per week. | Jan-12-Jun-15 | Ord. 695-11/11 <u>Note to codifier: Insert ordinance number here.</u> |

15
16
17

1 **PART 2: BE IT FURTHER ORDAINED THAT** the effective date of this ordinance shall be
2 June 9, 2015 unless otherwise noted.

3
4 **PASSED and ADOPTED** by the Board of Supervisors of Walworth County Wisconsin this 9th
5 day of June, 2015.

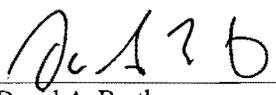
6
7 County Board Meeting Date: June 9, 2015

8
9 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

10
11
12
13
14 _____
15 Nancy Russell
County Board Chair

Kimberly S. Bushey
County Clerk

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

| | |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |
| David A. Bretl | Nicole Andersen |
| County Administrator/Corporation Counsel | Deputy County Administrator-Finance |
| 5/22/15 | 5/27/15 |
| Date | Date |

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

Policy and Fiscal Note
Ordinance No. 930 – 06/15

I. Title: Amending Section 30-286 of the Walworth County Code of Ordinances Relative to the Sheriff's Office Jail Inmate Fees

II. Purpose and Policy Impact Statement: The purpose of this ordinance amendment is to codify updated fees for the Sheriff's Office

This policy updates the amounts charged for Jail inmate deposit fees. Actual fees charged at time of service vary based on the third party fees associated with the type and amount of the transaction. Fees charged are established by the vendor and subject to change per the contract.

III. Is this a budgeted item and what is its fiscal impact? There is no fiscal impact.

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

Committee: Finance Committee

Date: May 21, 2015

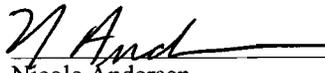
Vote: 5-0

County Board Meeting Date: June 9, 2015

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

 5/22/15

Date
David A. Bretl
County Administrator/Corporation Counsel

 5/22/15

Date
Nicole Andersen
Deputy County Administrator-Finance

ORDINANCE NO. 931 – 06/15

**AMENDING SECTION 30-182 OF THE WALWORTH COUNTY CODE OF
ORDINANCES RELATING TO NET POSITION RESERVES FOR VOLUNTEERS
MEDICAL COVERAGE**

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

1 **PART I: That Section 30-182 of the Walworth County Code of Ordinances is hereby**
2 **amended to read as follows:**

3
4 **“Sec. 30-182. - Internal service funds.**

5
6 • Internal service funds shall refer to a proprietary fund type that may be used to report any
7 activity that provides goods or services to other funds or departments of the County, or to other
8 governments, on a cost-reimbursement basis. The following considerations shall be given to
9 internal service funds.

10
11 (7) The County has established the following internal service funds:

12
13 d. A risk management internal service fund shall be established for the payment of
14 general liability insurance, automobile liability insurance, public official's
15 errors and omission insurance, excess worker's compensation insurance,
16 volunteers' medical coverage, and nursing home general and professional
17 liability insurance.

18
19 1. *IBNR liability.* The incurred but not reported (IBNR) liability shall be
20 maintained at between 90 and 95 percent probability of occurrence
21 level.

22
23 2. *Volunteers' medical coverage.* Establishment of a self-funded internal
24 designation of net position for medical claims incurred by volunteers
25 shall be funded at \$250,000. Any expenditure authorized by the
26 County's payment policy as listed in county code of ordinance chapter
27 30 article II shall be paid from these funds and reimbursed by the
28 appropriate department in future years.

29
30 ~~2.3.~~ *Minimum net position.* The unrestricted net position shall strive to
31 maintain a minimum of \$4,000,000.00, which shall include any
32 amounts invested and held with the third party administrator. ”

33
34 **BE IT ORDAINED** by the Walworth County Board of Supervisors that all previous ordinances
35 and resolutions pertaining to Section 30-182 are hereby superseded.
36

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

3
4 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 9th day of June,
5 2015.

6
7
8
9
10 _____
11 Nancy Russell
12 County Board Chair

10 _____
11 Kimberly S. Bushey
12 Attest: County Clerk

13
14 County Board Meeting Date: June 9, 2015

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

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

David A. Bretl 5/22/15
County Administrator/Corporation Counsel

Nicole Andersen 5/22/15
Deputy County Administrator - Finance

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

Ordinance No. 931* - 06/15
Fiscal Note and Policy Impact Statement

- I. Title:** Amending Section 30-182 of the Walworth County Code of Ordinances Relating to Net Position Reserves for Volunteer Medical Coverage
- II. Purpose and Policy Impact Statement:** The County established a self-insurance program in the County Code of Ordinances (Sec. 13-21) for volunteer medical coverage. This ordinance change (Sec. 30-182) allows for net position to fund a \$250,000 reserve for potential future medical claims of volunteers. County Resolution No. 69-02/15 authorized the commitment of these funds. This ordinance change creates the policy for this funding.
- III. Is this a budgeted item and what is its fiscal impact:** No immediate budget impact results. Funds were already committed in the Risk Management's fund net position with a previous resolution. If claims are paid in the future, the fund will replenish itself through future chargebacks to departments.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

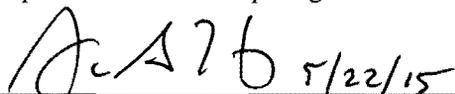
Committee: Finance

Date: May 21, 2015

Vote: 5-0

County Board Meeting Date: June 9, 2015

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



Date 5/22/15
David A. Bretl
County Administrator/Corporation Counsel



Date 5/22/15
Nicole Andersen
Deputy County Administrator - Finance

Resolution No. 22 – 06/15
Committing Children with Disabilities Education Board 2015 Fund Balances

1 Moved/Sponsored by: The Children with Disabilities Education Board and the Finance Committee

2
3 **WHEREAS**, the fiscal yearend for 2014 has been completed; and,

4
5 **WHEREAS**, Walworth County ordinance Section 30-173 allows for specific Children with
6 Disabilities Education Board (CDEB) commitments; and,

7
8 **WHEREAS**, committed fund balance for debt service and equipment/building maintenance in
9 the CDEB fund was previously set with County Board Resolution No. 08-05/14 as follows:

| | | |
|----|--------------------------------|------------------|
| 10 | | |
| 11 | Future Debt Service | \$ 6,350,339 |
| 12 | Equipment/Building Maintenance | <u>1,000,000</u> |
| 13 | | \$ 7,350,339 |
| 14 | | |

15 **WHEREAS**, Walworth County staff have determined funds of \$1,356,841 over the 20% County
16 recommended minimum available fund balance for the CDEB fund; and,

17
18 **WHEREAS**, Walworth County staff recommend the following 2015 additions be made to
19 previously determined commitments:

| | | |
|----|--------------------------------|----------------|
| 20 | | |
| 21 | Future Debt Service | \$ 1,182,341 |
| 22 | Equipment/Building Maintenance | <u>174,500</u> |
| 23 | | \$ 1,356,841 |
| 24 | | |

25 **WHEREAS**, all amounts are based on unaudited figures.

26
27 **WHEREAS**, Walworth County Board of Supervisors adopted the 2015 budget to include an
28 additional \$325,500 contribution to the equipment/building maintenance committed fund
29 balance.

30
31 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors,
32 that audit adjustments, if any, will be applied to these figures; and,

33
34 **BE IT FURTHER RESOLVED** by the Walworth County Board of Supervisors that fund
35 balance commitments for the Children with Disabilities Education Board fund shall be adjusted
36 during 2015 to the following balances:

| | | |
|----|--------------------------------|------------------|
| 37 | | |
| 38 | Future Debt Service | \$ 7,532,680 |
| 39 | Equipment/Building Maintenance | <u>1,500,000</u> |
| 40 | | \$ 9,032,680 |
| 41 | | |
| 42 | | |

1 **BE IT FURTHER RESOLVED** by the Walworth County Board of Supervisors resolves to use
2 these funds for their specified purposes.

3
4
5
6

7 _____
8 Nancy Russell
9 County Board Chair

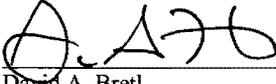
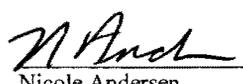
Kimberly S. Bushey
County Clerk

10
11 County Board Meeting Date: June 9, 2015

12
13

14 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:

| | | | |
|-----------------------------------------------------------------------------------|---------|------------------------------------------------------------------------------------|---------|
|  | 5/22/15 |  | 5/22/15 |
| David A. Bretl | Date | Nicole Andersen | Date |
| County Administrator/Corporation Counsel | | Deputy County Administrator - Finance | |

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

ORDINANCE NO. 932-06/15

AMENDING SECTIONS 15-17, 15-324, 15-357, 15-359 AND 15-360 OF THE
WALWORTH COUNTY CODE OF ORDINANCES RELATING TO CDEB CHANGES

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 (c) *Children with Disabilities Education Board*

| CLASSIFICATION TITLE | FTE |
|-------------------------------------------------------|-------------------|
| Assistant Director – Special Education | 2.00 |
| Clerk III | 1.00 |
| <u>Director – Curriculum Instruction</u> | <u>1.00</u> |
| <u>Director – Pupil Services/School Psychologist</u> | <u>1.00</u> |
| Director – Special Education | 1.00 |
| Educational Programmer | 1.00 |
| IT Specialist ² | 0.75 ² |
| Interpreter | 4.00 |
| Occupational Therapist | 4.60 |
| Physical Therapist | 3.50 |
| Receptionist/Clerk | 0.90 |
| School Business Office Supervisor | 1.00 |
| School Nurse | 1.00 |
| School Psychologist | 1.00 |
| Secretary – Confidential | 1.00 |
| Senior Accountant ¹ | 0.50 |
| Special Education Aide | 38.50 |
| Speech Correctionist | 4.00 |
| Teacher | 42.00 |
| Total Children with Disabilities Education Board FTEs | 107.75 |

34 ¹Reports to Finance

35 ²Reports to Information Technology”

36
37 PART II: That section 15-324 of the Walworth County Code of Ordinances is hereby
38 amended to read as follows (additions are underlined; deletions are shown in strike-
39 through text):

40
41 “Sec. 15-324. Performance based compensation for certain employees.

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

3
4 a. The following classification titles of the Q pay plan:

5
6 1. ~~— Educational programmer;~~

7
8 2. 1. Occupational therapist;

9
10 3. 2. Physical therapist;

11
12 4. 3. School nurse;

13
14 5. ~~— School psychologist.”~~

15
16 **PART III: That section 15-357 of the Walworth County Code of Ordinances is hereby**
17 **amended to read as follows (additions are underlined; deletions are shown in strike-**
18 **through text):**

19
20 **“Sec. 15-357. CDEB management- staff (“Q”) pay plan.**

21
22 (a) The management- staff (“Q”) pay plan shall apply to salaried non-represented
23 employees scheduled on a school-year basis.

24
25 (b) ~~The annual contract for an assistant director of special education classification~~
26 ~~shall be 217 days.~~ The contract for ~~all other~~ staff under this section shall be 200 days. The
27 contract days shall be scheduled to compliment the school calendar and shall be fulfilled no later
28 than June 30th of each year.

29
30 (c) ~~The assistant director of special education and~~ director-curriculum instruction and
31 director-pupil services/school psychologist may receive an annual stipend of 110 percent of their
32 current hourly rate for each additional hour of work assigned and performed beyond their
33 respective contract days ~~under section 15-359(b)(10) and (11)~~ at the discretion of the director of
34 special education and the human resources director.

35
36 (d) The management-school pay plan shall be administered consistent with section
37 15-333.”

38
39 **PART IV: That Section 15-359 of the Walworth County Code of Ordinances is hereby**
40 **amended to read as follows (additions shown by underline; deletions shown by strike-**
41 **through):**

42
43 **“Sec. 15-359. Special pay premiums.**

44
45 (a) The director shall maintain schedules of the positions authorized to receive

1 special pay premiums under this section. Schedules first established under this section, and any
 2 subsequent changes therein, shall be subject to review and approval of the committee.

3
 4 (b) Any premium listed below is paid on productive hours only.
 5

| Type of Premium | How Much | Who | Special Notes |
|-----------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| CDEB Stipend | Up to \$5,000 annually | Assistant directors of special education | For additional work beyond contract days as set forth in 15-357 (e) |
| | Up to \$2,500 annually | School Psychologist, Educational Programmer <u>Director-Curriculum Instruction, Director-Pupil Services/School Psychologist</u> | For additional work beyond contract days as set forth in 15-357 (e) |

6
 7 **PART V: That Section 15-360 of the Walworth County Code of Ordinances is hereby**
 8 **amended to read as follows (additions shown by underline; deletions shown by strike-**
 9 **through):**

10
 11 **“Sec. 15-360. Educational incentive pay.**

12
 13 (a) Special education staff. In addition to base salary, the Director-Special Education,
 14 Assistant Directors-Special Education, Director-Curriculum Instruction, Director-Pupil
 15 Services/School Psychologist and an employees covered by the management-school ("Q") pay
 16 plan shall be eligible to receive a salary supplement for continuing education pay, subject to the
 17 following:
 18

- 19 (1) Each salaried professional employee of the special education department shall be
 20 required to keep their licensing current, which may require completion of
 21 continuing education credits. "Credits" means credits earned at an accredited
 22 college or university. Credit may also be given for an approved workshop,
 23 seminar or conferences on the basis of 30 clock hours being equivalent to one
 24 semester credit.
 25
- 26 (2) Continuing education pay shall be provided as a component of compensation,
 27 subject to (3) through (5). Part-time employees are eligible for continuing
 28 education pay, and it shall not be pro-rated.
 29
- 30 (3) Continuing education pay shall only apply to credits started and completed while
 31 in the employment of the special education department in an eligible position.
 32 Continuing education pay does not apply to credits required to meet the minimum
 33 requirements for the job (i.e., credits for pre-requisite courses are not covered) or
 34 to credits earned prior to appointment to a salaried non-represented professional
 35 position.
 36
- 37 (4) Continuing education pay for post-bachelor credits shall be equal to \$175.00 per
 38 year per credit, subject to a maximum increase of \$1,050.00 per year, or an

1 accumulative maximum of \$6,300.00.

2
3 (5) Continuing education pay for post-master credits shall be equal to \$200.00 per
4 year per credit, subject to a maximum increase of \$1,200.00 per year, or an
5 accumulative maximum of \$7,200.00.
6

7 (b) Sworn law enforcement. In addition to base salary, a sworn law enforcement
8 employee classified as lieutenant, captain, or undersheriff shall receive a salary supplement for
9 educational incentive pay. Education pay shall be equal to \$0.50 per credit per month for credits
10 earned at an accredited college or university, and subject to a maximum of \$1,000.00 annually.”
11

12 **PART VI: This ordinance shall become effective as of August 10, 2015.**

13
14 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 9th day of June
15 2015.
16
17
18
19

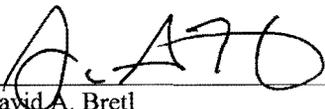
20 _____
Nancy Russell
21 County Board Chair

Kimberly S. Bushey
Attest: County Clerk

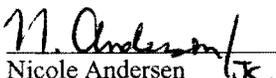
22
23
24 **County Board Meeting Date: June 9, 2015**

25 Action Required: Majority Vote X Two-thirds Vote _____ Other _____
26

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

 6/1/15

David A. Bretl Date
County Administrator/Corporation Counsel

 6/2/15

Nicole Andersen Date
Deputy County Administrator-Finance

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

Resolution No. 23 - 06/15

Approving an Affirmative Action Plan for Walworth County for Plan Year July 1, 2015 to June 30, 2017

1 Moved/Sponsored by: Human Resources Committee

2

3 **BE IT RESOLVED** by the Walworth County Board of Supervisors that the affirmative action
4 plan attached hereto be and the same is hereby approved.

5

6

7

8

9

10 _____
11 Nancy Russell
12 County Board Chair

Kimberly S. Bushey
County Clerk

13

14

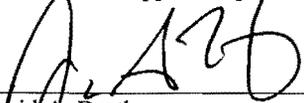
Action Required: Majority X Two-thirds _____ Other _____

15

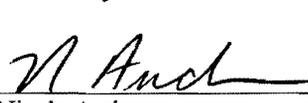
16 County Board Meeting Date: June 9, 2015

Policy and Fiscal Note is attached.

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

 5/27/15

David A. Bretl Date
County Administrator/Corporation Counsel

 5/27/15

Nicole Andersen Date
Deputy County Administrator - Finance

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

Policy and Fiscal Note
Resolution No. 23 - 06/15

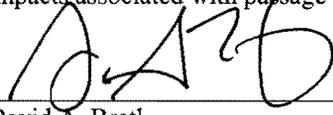
- I. Title:** Approving an Affirmative Action Plan for Walworth County for Plan Year July 1, 2015 to June 30, 2017
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to approve the attached affirmative action plan. Adoption of a plan is required for many grants used by the County.
- III. Budget and Fiscal Impact:** Funds are included in the budget to implement the provisions of this plan.
- IV. Referred to the following standing committees for consideration and date of referral:**

Committee: Human Resources
Vote: 5 – 0

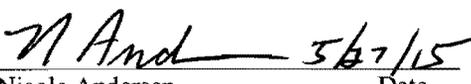
Meeting Date: May 20, 2015

County Board Meeting Date: June 9, 2015

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

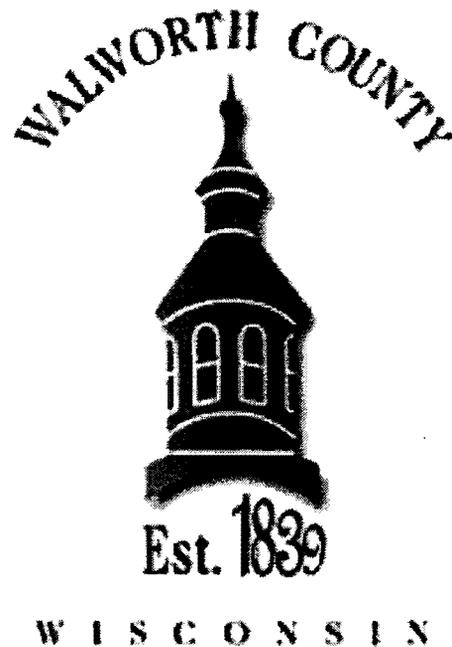


Date 5/27/15
David A. Bretl
County Administrator/Corporation Counsel



Date 5/27/15
Nicole Andersen
Deputy County Administrator - Finance

Affirmative Action Plan



of

Walworth County, Wisconsin

For Plan Year

July 1, 2015 to June 30, 2017

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Introduction

Walworth County, located in southeastern Wisconsin, was created in 1838. The County Board is comprised of 11 members, serving two-year terms. In addition to monthly meetings of the full board, there are monthly meetings of the committees responsible for oversight of 18 departments.

The County Administrator is responsible for coordinating the administrative and management functions of county government, acts as the chief administrative officer of the county, and ensures the observance and enforcement of all county ordinances and policies by all county officials and department heads.

Each department head is responsible for the day-to-day management of their department. Department leadership includes six elected positions.

Walworth County employs over 1000 employees in regular and casual positions. Regular full-time and part-time employees are regularly scheduled to work each week. Casual or limited term employees are scheduled to work on an intermittent basis for special projects or to replace regular employees who are absent from work. Approximately 14% of regular employees are represented by labor unions.

Unions that represent County employees are:

- Deputy Sheriffs Association
- Health & Human Service Professional Employees Association

Policy Statements

General Statement

It is the policy of the Walworth County Board of Supervisors to be fair and equitable in all its relations with its employees and applicants for employment without regard to age (40 and over), race, creed, color, handicap/disability, marital status, sex/gender, national origin, ancestry, sexual orientation, arrest/conviction record, military service/veteran status, genetic information, religion, use or nonuse of lawful products off the employer's premises during nonworking hours or other protected status.

The Walworth County Board of Supervisors continues to be committed to the concept of equal employment opportunity as a necessary element of basic merit system principles that all persons shall be afforded equal access to positions in the public service limited only by their ability to do the job. Equal opportunity can best be affected through definitive programmed affirmative action. If progress towards achieving equal employment opportunity is to be made, every County citizen and employee must realize that policies to remove inequalities cannot be merely passive. Positive steps must be taken to remove conditions that could result in unlawful employment discrimination.

The major emphasis of this affirmative action plan is to continue to remove artificial employment practices that could operate disadvantageously for an identifiable protected group of persons and to apply good faith efforts to seek out, employ, train and promote under-represented protected group members within and into the County's workforce. The County Board of Supervisors believes that an effective affirmative action program not only benefits those who could have been denied equal employment opportunity, but also will benefit Walworth County.

The Walworth County Board of Supervisors, through adoption of this affirmative action plan, commits the County and all its operating departments to a results-oriented personnel program aimed at achieving equal employment opportunity in all occupational levels of the County service.

Affirmative Action Dissemination

Walworth County has established various channels of communication to ensure that employees and the community are aware of the company's positive posture relative to equal employment opportunity and affirmative action.

Internal Dissemination

The affirmative action policy is stated as part of Walworth County's Code of Ordinances and is covered in the Equal Employment Opportunity division of the Human Resources Chapter. (Chapter 15, Article II, Division I, Sections 15-31 to 15-36).

- A. Department Heads and first line supervisors will be periodically informed by:
- Written communication from the County Administrator and Equal Employment Opportunity (EEO) Coordinator.
 - Discussion of processes and strategies to encourage the diversity of the applicant pool during each recruitment.
 - Discussion of the program at Department Head meetings keying in on individual responsibilities and review progress when appropriate.
 - Orientation sessions for new Department Heads and supervisory personnel to explain intent of policy and individual responsibility for effective implementation of the plan, including the requirements of State and Federal regulations concerning affirmative action, equal employment opportunity and non-discrimination in service delivery.
- B. All Department Heads and supervisory personnel will be informed that their performance on affirmative action goals and will be reviewed along with other criteria in evaluation for overall performance, including promotions and merit increases. Inadequate cooperation or obstruction of the program will be considered a serious matter. Such continuing conduct may be grounds for disciplinary action.
- C. All employees will be informed of the County's policy on Equal Employment Opportunity and the affirmative action program through such means as:
- Presentation and discussion of the program for all new hires during initial orientation and at training programs dealing with County employment

practices such as performance evaluation workshops, supervisory skills training and cross-cultural awareness seminars.

- Such sessions will serve to: communicate to employees the seriousness of the County's commitment; to explain program goals; and clarify any misunderstandings by employees who may fear loss of employment or opportunities. Employees will be informed of their responsibility to adhere strictly to non-discriminatory practices in relation to other employees, recipients of services and the public.
- D. Discrimination clauses will be addressed through county-wide ordinances.
 - E. Equal employment opportunity and the affirmative action policy will be posted on County job postings and website. All job postings are emailed to employees with county email.
 - F. Elements of the affirmative action program that will enable employees to know of and avail themselves of the benefits of the program will be communicated to them.
 - G. The Affirmative Action Plan is available online for review by any employee.

External Dissemination

- A. All recruitment advertisements and the county website will carry the notice "Equal Opportunity Employer".
- B. State job service and appropriate recruiting sources will be informed in writing that we are an Equal Employment Opportunity Employer.
- C. Applicants for employment and recipients of county services shall be advised of their right to file discrimination complaints of reasonable accommodation.
- D. The Equal Employment Opportunity (EEO) Coordinator and Human Resources will disseminate employment information, seek and counsel prospects, provide information on the affirmative action program and in general ensure that every possible contact is made which can be judged to assist the affirmative action effort.
- E. The County shall not enter into any contract in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment.
- F. The Affirmative Action Plan is available online for review by any member of the public.

Implementation of Policy

The Walworth County Board of Supervisors has the ultimate responsibility for ensuring that equal employment opportunity and affirmative action receive the high level of priority that is due this activity.

Donna M. McIntyre, HR Manager, has been designated the Equal Employment Opportunity (EEO) Coordinator of the County and has the full support of the board in carrying out these duties.

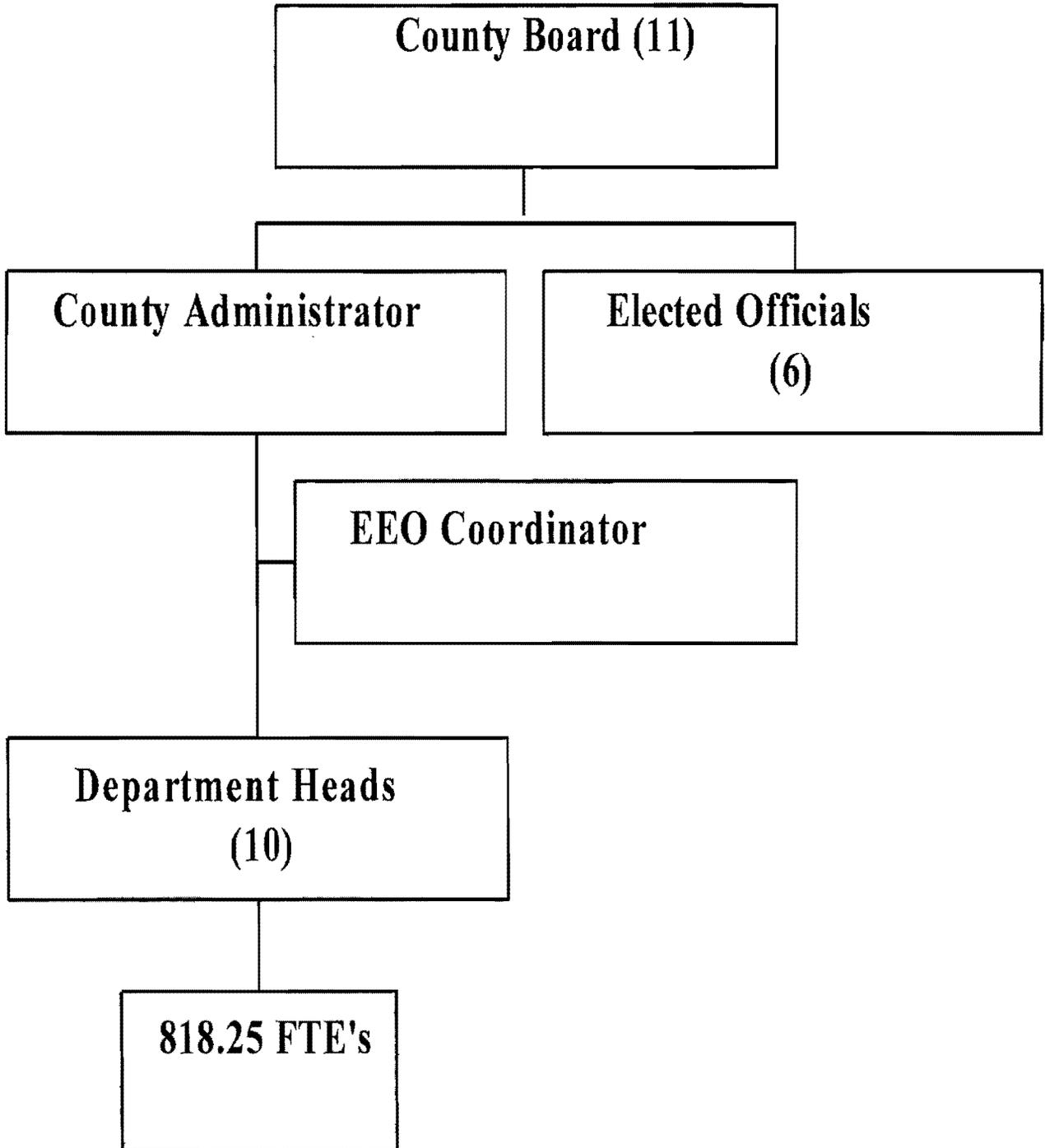
Walworth County's philosophy and policy on equal employment opportunity and affirmative action is set out in an ordinance.

To implement this policy, the following activities are carried out:

- Keeping management up-to-date concerning new developments in the EEO field.
- Providing technical assistance in response to questions and concerns of employees and supervisors and, as needed, acting as liaison with appropriate agencies.
- Coordinating investigations and making recommendations concerning any allegations of discrimination, both internally and in connection with enforcement agencies.
- Conducting periodic audits and holding regular discussions with supervisors and managers to ensure that county policy is being implemented.
- Encouraging involvement with minority and women's organizations and community action groups.
- Ongoing research and development of applicant sources to facilitate the recruitment of diverse candidates.
- Assisting in the identification of problem areas through the review of policies, recruitment procedures, screening methods, promotional systems, and conducting periodic utilization studies.
- Reporting to the Walworth County Board of Supervisors on AA efforts as requested.

Utilization Analysis

Table of Organization



Workforce Analysis

Walworth County (Geographic) Population Total: 103,079

(Source: 2013 estimate from <http://quickfacts.census.gov/qfd/states/55/55127.html>)

Gender

| | |
|--------|-----|
| Male | 50% |
| Female | 50% |

Race

| | |
|-------------------------------------|-------|
| White | 85.9% |
| Black | 1.2% |
| Hispanic | 10.9% |
| Asian | 1.0% |
| American Indian & Alaskan | 0.5% |
| Hawaiian & Pacific Islander & Other | 0.1% |
| Two or More Races | 1.2% |

Walworth County (Geographic) Labor Force 2013-2014

(Source: US Census Bureau - American Community Survey (ACS) 2006-2010 5-Year Estimate (Table EEO-ALL03R) - Compiled by the Wisconsin Dept. of Workforce Development - Office of Economic Advisors - <https://dwd.wisconsin.gov/oea/>)

Gender

| | | |
|--------|--------|-----|
| Male | 29,250 | 53% |
| Female | 25,715 | 47% |

Race

| | | |
|-------------------------------------|--------|-------|
| White | 49,120 | 89.3% |
| Black | 463 | 0.8% |
| Hispanic | 4,612 | 8.4% |
| Asian | 420 | 0.8% |
| American Indian & Alaskan | 77 | 0.1% |
| Hawaiian & Pacific Islander & Other | 10 | 0% |
| Two or More Races | 295 | 0.5% |

Walworth County Employees as of 04/24/2015

Gender

| | | |
|--------|-----|-------|
| Male | 364 | 32.1% |
| Female | 769 | 67.9% |

Race

| | 2013 –Last Period | 2015 | 2015 |
|---------------------------------|-------------------|------|--------|
| White | 1003 | 1080 | 95.32% |
| Black | 7 | 10 | .88% |
| Hispanic | 21 | 31 | 2.74% |
| American Indian | 1 | 1 | .09% |
| Asian, Pacific Islander & Other | 9 | 11 | .97% |

Definitions of Comparable Data Used

(All data is from the US Census Bureau - American Community Survey (ACS) 2006-2010 5-Year Estimate (Table EEO-ALL03R) - Compiled by the Wisconsin Dept. of Workforce Development - Office of Economic Advisors) (Occupational Data by Race with Gender not available.)

Walworth County (Geographic) Occupational Distribution – This data covers the population of geographic Walworth County. This data was used as the comparative data for all occupations where recruitment efforts are concentrated within geographic Walworth County. These occupations include:

Administrative Support
Skilled Craft

Wisconsin (Statewide) Occupational Distribution – This data covers the population of the entire state of Wisconsin. This data was used as the comparative data for all occupations where recruitment efforts are concentrated within the entire State of Wisconsin. These occupations include:

Officials and Administrators
Protective Service
Professionals

Regional Occupational Distribution – This data covers the population of three counties - Walworth, Rock and Jefferson. This data was used as the comparative data for all occupations where recruitment efforts are concentrated within this specific region. These occupations include:

Technicians
Service Maintenance

Walworth County (Geographic) Occupational Distribution 2013 - 2014

Source: US Census Bureau - American Community Survey (ACS) 2006-2010 5-Year Estimate (Table EEO-ALL03R) - Compiled by the Wisconsin Dept. of Workforce Development - Office of Economic Advisors <http://dwd.wisconsin.gov/oea>

| Walworth | Total Employed | Hispanic or Latino - White alone | Hispanic or Latino - All other Hispanic or Latino | White | Black or African American | American Indian and Alaska Native | Asian | Native Hawaiian and Other Pacific Islander | Two or more races, other | Percent White | Total Males | Total Females | Percent Females |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------|---------------------------------------------------|---------------|---------------------------|-----------------------------------|------------|--------------------------------------------|--------------------------|---------------|---------------|---------------|-----------------|
| Management, business and financial workers | 6,370 | 100 | 75 | 6,074 | 45 | 10 | 45 | 0 | 25 | 95.4% | 4,075 | 2,295 | 36.0% |
| Science, engineering and computer professionals | 1,385 | 4 | 0 | 1,360 | 0 | 4 | 0 | 0 | 15 | 98.2% | 955 | 430 | 31.0% |
| Healthcare practitioner professionals | 1,483 | 4 | 0 | 1,465 | 0 | 4 | 15 | 0 | 0 | 98.7% | 370 | 1,110 | 74.7% |
| Other professional workers | 5,610 | 105 | 90 | 5,310 | 4 | 15 | 55 | 0 | 30 | 94.7% | 2,300 | 3,310 | 59.0% |
| Technicians (TM) | 1,325 | 50 | 15 | 1,265 | 0 | 0 | 0 | 0 | 0 | 95.5% | 560 | 765 | 57.7% |
| Sales Workers | 5,950 | 95 | 70 | 5,565 | 70 | 10 | 90 | 0 | 45 | 83.5% | 2,875 | 3,075 | 51.7% |
| Administrative support workers (AS) | 8,065 | 300 | 115 | 7,500 | 60 | 0 | 50 | 0 | 39 | 83.0% | 1,680 | 6,385 | 79.2% |
| Construction and extractive craft workers (SC) | 3,605 | 225 | 135 | 3,360 | 40 | 0 | 20 | 0 | 25 | 89.3% | 3,725 | 80 | 2.1% |
| Installation, maintenance and repair craft worker (SC) | 2,250 | 85 | 55 | 2,100 | 4 | 0 | 0 | 0 | 10 | 81.3% | 2,065 | 165 | 7.3% |
| Production operative workers (SM) | 4,725 | 735 | 310 | 3,585 | 15 | 4 | 35 | 0 | 45 | 75.3% | 3,230 | 1,495 | 31.6% |
| Transportation and material moving operative workers (SM) | 3,100 | 215 | 120 | 2,700 | 60 | 4 | 0 | 0 | 12 | 87.1% | 2,440 | 655 | 21.1% |
| Laborers and helpers (SM) | 2,715 | 455 | 195 | 2,025 | 20 | 0 | 15 | 0 | 0 | 74.6% | 2,250 | 460 | 16.9% |
| Protective service workers | 820 | 30 | 0 | 765 | 15 | 0 | 0 | 10 | 0 | 93.3% | 605 | 215 | 26.2% |
| Service workers, except protective (SM) | 8,210 | 575 | 450 | 6,865 | 130 | 30 | 95 | 0 | 64 | 83.6% | 2,770 | 5,440 | 66.3% |
| No work experience in the last 5 years, or never worked before (subset of job seekers), or most recent job was in a military-specific occupation | 550 | 4 | 4 | 540 | 0 | 0 | 0 | 0 | 0 | 98.2% | 265 | 265 | 48.2% |
| Total Walworth County | 54,980 | 2,978 | 1,534 | 49,120 | 463 | 77 | 420 | 10 | 295 | 83.3% | 29,250 | 25,715 | 46.8% |

Note: Totals may not add due to rounding

Note: Total Employed is a subset of the resident Labor Force ages 16+ for the County

Source: US Census Bureau - American Community Survey (ACS) 2006-2010 5-Year Estimate (Table EEO-ALL03R) - Compiled by the Wisconsin Dept. of Workforce Development - Office of Economic Advisors

Wisconsin (Geographic) Occupational Distribution 2013 - 2014

Source: US Census Bureau - American Community Survey (ACS) 2006-2010 5-Year Estimate (Table EEO-ALL03R) - Compiled by the Wisconsin Dept. of Workforce Development - Office of Economic Advisors <http://dwd.wisconsin.gov/oea>

| Wisconsin | Total Employed | Hispanic or Latino - White alone | Hispanic or Latino - All other | White | Black or African American | American Indian and Alaska Native | Asian | Native Hawaiian and Other Pacific Islander | Two or more races, other | Percent White | Total Males | Total Females | Percent Females |
|-------------------------------------------------------------|----------------|----------------------------------|--------------------------------|-----------|---------------------------|-----------------------------------|--------|--------------------------------------------|--------------------------|---------------|-------------|---------------|-----------------|
| Management, business and financial workers (OA) | 352,235 | 4,775 | 2,585 | 325,810 | 10,240 | 1,750 | 4,860 | 50 | 2,165 | 92.5% | 209,100 | 143,135 | 40.8% |
| Science, engineering and computer professionals (PR) | 103,780 | 1,125 | 580 | 92,390 | 2,275 | 310 | 6,355 | 20 | 715 | 89.0% | 78,335 | 25,445 | 24.5% |
| Healthcare practitioner professionals (PR) | 103,190 | 905 | 465 | 95,060 | 2,360 | 290 | 3,370 | 25 | 714 | 92.1% | 24,155 | 79,035 | 76.8% |
| Other professional workers (PR) | 303,410 | 5,050 | 2,560 | 272,060 | 12,960 | 1,805 | 6,535 | 55 | 2,585 | 89.7% | 110,870 | 192,540 | 63.5% |
| Technicians | 88,565 | 1,490 | 845 | 79,725 | 3,445 | 450 | 1,930 | 4 | 351 | 90.0% | 35,630 | 52,935 | 59.8% |
| Sales Workers | 313,095 | 5,720 | 4,210 | 279,875 | 13,155 | 1,885 | 5,195 | 90 | 2,970 | 89.4% | 152,220 | 160,875 | 51.4% |
| Administrative support workers | 463,190 | 9,320 | 5,730 | 408,160 | 25,195 | 3,305 | 6,445 | 120 | 3,910 | 88.1% | 107,890 | 355,305 | 76.7% |
| Construction and extractive craft workers | 153,410 | 4,770 | 4,290 | 144,025 | 3,575 | 1,230 | 485 | 25 | 1,010 | 90.3% | 154,550 | 4,860 | 3.0% |
| Installation, maintenance and repair craft worker | 140,710 | 2,625 | 2,145 | 129,450 | 3,395 | 710 | 1,535 | 30 | 815 | 92.0% | 130,520 | 10,190 | 7.2% |
| Production operative workers | 264,975 | 13,975 | 10,710 | 214,485 | 12,405 | 1,485 | 10,050 | 40 | 1,820 | 80.9% | 106,735 | 78,240 | 29.5% |
| Transportation and material moving operative workers | 155,130 | 5,145 | 3,695 | 131,945 | 9,385 | 1,180 | 2,135 | 70 | 1,275 | 85.1% | 125,310 | 29,820 | 19.2% |
| Laborers and helpers | 134,830 | 8,715 | 6,800 | 109,555 | 5,755 | 1,295 | 1,535 | 4 | 1,170 | 81.3% | 106,450 | 26,385 | 21.1% |
| Protective service workers (PS) | 50,100 | 1,250 | 620 | 42,400 | 3,830 | 770 | 500 | 40 | 690 | 84.6% | 37,915 | 12,185 | 24.3% |
| Service workers except protective | 420,710 | 17,185 | 12,185 | 337,415 | 34,880 | 5,355 | 7,820 | 230 | 5,630 | 80.2% | 133,470 | 287,240 | 68.3% |
| before (subset of job seekers), or most recent job was in a | 20,580 | 1,135 | 880 | 13,000 | 3,945 | 255 | 755 | 4 | 615 | 63.2% | 10,685 | 9,895 | 48.1% |
| Total Wisconsin | 3,073,910 | 83,185 | 59,800 | 2,675,355 | 146,800 | 21,875 | 59,505 | 807 | 26,435 | 87.0% | 1,603,835 | 1,470,085 | 47.4% |

Note: Totals may not add due to rounding.

Note: Total Employed is a subset of the resident Labor Force ages 16+ for the County.

Source: US Census Bureau - American Community Survey (ACS) 2006-2010 5-Year Estimate (Table EEO-ALL03R) - Compiled by the Wisconsin Dept. of Workforce Development - Office of Economic Advisors

Regional County Occupational Distribution 2013 - 2014

Source: US Census Bureau - American Community Survey (ACS) 2006-2010 5-Year Estimate (Table EEO-ALL03R) - Compiled by the Wisconsin Dept. of Workforce Development - Office of Economic Advisors <http://dwd.wisconsin.gov/oea>

| | Total Employed | Hispanic or Latino - White alone Hispanic or Latino | Hispanic or Latino - All other Hispanic or Latino | White | Black or African American | American Indian and Alaska Native | Asian | Native Hawaiian and Other Pacific Islander | Two or more races, other | Percent White | Total Males | Total Females | Percent Females |
|----------------------------|----------------|-----------------------------------------------------|---------------------------------------------------|---------------|---------------------------|-----------------------------------|------------|--------------------------------------------|--------------------------|---------------|---------------|---------------|-----------------|
| Technicians | | | | | | | | | | | | | |
| Jefferson | 1,220 | 4 | 0 | 1,205 | 0 | 4 | 0 | 0 | 10 | 98.8% | 410 | 810 | 66.4% |
| Rock | 2,300 | 20 | 0 | 2,135 | 70 | 0 | 15 | 0 | 55 | 92.8% | 840 | 1,465 | 63.7% |
| Walworth | 1,325 | 50 | 15 | 1,265 | 0 | 0 | 0 | 0 | 0 | 95.5% | 580 | 765 | 57.7% |
| Total | 4,845 | 74 | 15 | 4,685 | 70 | 4 | 15 | 0 | 65 | 95.0% | 1,810 | 3,040 | 62.75% |
| Service Maintenance | | | | | | | | | | | | | |
| Jefferson | 16,880 | 1,245 | 400 | 14,880 | 120 | 35 | 50 | 0 | 148 | 88.15% | 9,145 | 7,740 | 45.85% |
| Rock | 31,285 | 2,005 | 1,275 | 25,495 | 1,555 | 84 | 395 | 14 | 488 | 81.49% | 18,000 | 13,280 | 42.45% |
| Walworth | 16,750 | 1,980 | 1,075 | 15,175 | 225 | 38 | 145 | 0 | 121 | 80.93% | 10,690 | 8,050 | 42.93% |
| Total | 64,915 | 5,230 | 2,750 | 55,850 | 1,900 | 137 | 590 | 14 | 757 | 83.02% | 37,835 | 29,070 | 43.44% |

| Occupation | Sex | Total | White non-Hispanic | Hispanic | Black/African American - Non-Hispanic | Asian non-Hispanic | AIAN non-Hispanic | Other/Two or More/Unknown |
|-------------------------------------------------------------------------|--------------|-------------|--------------------|-------------|---------------------------------------|--------------------|-------------------|---------------------------|
| Walworth County (Geographic) Occupational Distribution 2013-2014 | | | | | | | | |
| Administrative Support | Male | 1680 | 20.83% | | | | | |
| Administrative Support | Female | 6385 | 79.17% | | | | | |
| | Total | 8065 | 100.00% | 7500 | 92.99% | 415 | 5.15% | 60 |
| | | | | | | 0.74% | 50 | 0.62% |
| | | | | | | | 0 | 0.00% |
| | | | | | | | | 40 |
| | | | | | | | | 0.50% |
| Applicants 7-1-2013 to 6-30-2014 | | | | | | | | |
| Administrative Support | Male | 110 | 15.60% | 97 | 13.76% | 6 | 0.65% | 3 |
| Administrative Support | Female | 595 | 84.40% | 540 | 76.60% | 29 | 4.11% | 8 |
| | Total | 705 | 100.00% | 637 | 90.35% | 35 | 4.96% | 11 |
| | | | | | | 1.56% | 3 | 0.43% |
| | | | | | | | 4 | 0.57% |
| | | | | | | | | 11 |
| | | | | | | | | 15 |
| | | | | | | | | 2.13% |
| Applicants 7-1-2014 to 4-30-2015 | | | | | | | | |
| Administrative Support | Male | 123 | 8.99% | 79 | 5.77% | 10 | 0.73% | 8 |
| Administrative Support | Female | 1245 | 91.01% | 1065 | 77.85% | 65 | 4.75% | 30 |
| | Total | 1368 | 100.00% | 1144 | 83.63% | 75 | 5.48% | 38 |
| | | | | | | 2.78% | 6 | 0.44% |
| | | | | | | | 2 | 0.15% |
| | | | | | | | | 103 |
| | | | | | | | | 7.53% |
| New Hires 7-1-2012 to 6-30-2014 | | | | | | | | |
| Administrative Support | Male | 1 | 4.00% | 1 | 4.00% | 0 | 0.00% | 0 |
| Administrative Support | Female | 24 | 96.00% | 23 | 92.00% | 1 | 4.00% | 0 |
| | Total | 25 | 100.00% | 24 | 96.00% | 1 | 4.00% | 0 |
| | | | | | | 0 | 0.00% | 0 |
| | | | | | | | 0 | 0.00% |
| | | | | | | | 0 | 0.00% |
| New Hires 7-1-2014 to 4-30-2015 | | | | | | | | |
| Administrative Support | Male | 3 | 10.34% | 2 | 6.90% | 1 | 3.45% | 0 |
| Administrative Support | Female | 26 | 89.66% | 25 | 86.21% | 1 | 3.45% | 0 |
| | Total | 29 | 100.00% | 27 | 93.10% | 2 | 6.90% | 0 |
| | | | | | | 0 | 0.00% | 0 |
| | | | | | | | 0 | 0.00% |
| | | | | | | | 0 | 0.00% |
| Promotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| Administrative Support | Male | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 |
| Administrative Support | Female | 9 | 100.00% | 9 | 100.00% | 0 | 0.00% | 0 |
| | Total | 9 | 100.00% | 9 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 | 0.00% | 0 |
| | | | | | | | 0 | 0.00% |
| Promotions 7-1-2014 to 4-30-2015 | | | | | | | | |
| Administrative Support | Male | 1 | 4.17% | 1 | 4.17% | 0 | 0.00% | 0 |
| Administrative Support | Female | 23 | 95.83% | 23 | 95.83% | 0 | 0.00% | 0 |
| | Total | 24 | 100.00% | 24 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 | 0.00% | 0 |
| | | | | | | | 0 | 0.00% |
| Demotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| Administrative Support | Male | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 |
| Administrative Support | Female | 2 | 100.00% | 2 | 100.00% | 0 | 0.00% | 0 |
| | Total | 2 | 100.00% | 2 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 | 0.00% | 0 |
| | | | | | | | 0 | 0.00% |
| Demotions 7-1-2014 to 4-30-2015 | | | | | | | | |
| Administrative Support | Male | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 |
| Administrative Support | Female | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 |
| | Total | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 | 0.00% | 0 |
| | | | | | | | 0 | 0.00% |

| Occupation | Sex | Total | White non-Hispanic | Hispanic | Black/African American - Non-Hisp | Asian non-Hispanic | AIAN non-Hispanic | Other/Two or More Unknown | | | | | | | |
|--------------------------------------------------------------------|--------------|---------------|--------------------|---------------|-----------------------------------|--------------------|-------------------|---------------------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| Wisconsin (Statewide) Occupational Distribution 2013 - 2014 | | | | | | | | | | | | | | | |
| Officials and Managers | Male | 209100 | 59.36% | | | | | | | | | | | | |
| Officials and Managers | Female | 143135 | 40.64% | | | | | | | | | | | | |
| | Total | 352235 | 100.00% | 325810 | 92.50% | 7360 | 2.09% | 10240 | 2.91% | 4860 | 1.38% | 1750 | 0.50% | 2215 | 0.63% |

| Applicants 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
|-----------------------------------------|--------------|-----------|----------------|-----------|---------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|----------|---------------|
| Officials and Managers | Male | 21 | 41.18% | 16 | 31.37% | 2 | 3.92% | 1 | 1.96% | 0 | 0.00% | 0 | 0.00% | 2 | 3.92% |
| Officials and Managers | Female | 30 | 58.82% | 23 | 45.10% | 0 | 0.00% | 2 | 3.92% | 0 | 0.00% | 0 | 0.00% | 5 | 9.80% |
| | Total | 51 | 100.00% | 39 | 76.47% | 2 | 3.92% | 3 | 5.88% | 0 | 0.00% | 0 | 0.00% | 7 | 13.73% |

| Applicants 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
|-----------------------------------------|--------------|----------|----------------|----------|----------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|
| Officials and Managers | Male | 1 | 50.00% | 1 | 50.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Officials and Managers | Female | 1 | 50.00% | 1 | 50.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| | Total | 2 | 100.00% | 2 | 100.00% | 0 | 0.00% |

New Hires 7-1-2013 to 6-30-2014 No New Hires

New Hires 7-1-2014 to 4-30-2015 No New Hires

| Promotions 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
|-----------------------------------------|--------------|----------|----------------|----------|----------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|
| Officials and Managers | Male | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Officials and Managers | Female | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| | Total | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% |

| Promotions 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
|-----------------------------------------|--------------|----------|----------------|----------|----------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|
| Officials and Managers | Male | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Officials and Managers | Female | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| | Total | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% |

No Demotions 7-1-2013 to 6-30-2014

No Demotions 7-1-2014 to 4-30-2015

| Occupation | Sex | Total | White non-Hispanic | Hispanic | Black/African American - Non-Hisp | Asian non-Hispanic | AAIAN non-Hispanic | Other Two or More/Unknown |
|--------------------------------------------------------------------|--------------|---------------|--------------------|---------------|-----------------------------------|--------------------|--------------------|---------------------------|
| Wisconsin (Statewide) Occupational Distribution 2013 - 2014 | | | | | | | | |
| Professional | Male | 213360 | 41.80% | | | | | |
| Professional | Female | 297020 | 58.20% | | | | | |
| | Total | 510380 | 100.00% | 459510 | 90.03% | 10685 | 2.09% | 17595 |
| | | | | | | 3.45% | 16260 | 3.19% |
| | | | | | | | 2205 | 0.43% |
| | | | | | | | | 4114 |
| | | | | | | | | 0.81% |
| Applicants 7-1-2013 to 6-30-2014 | | | | | | | | |
| Professional | Male | 276 | 24.40% | 217 | 19.19% | 13 | 1.15% | 24 |
| Professional | Female | 855 | 75.60% | 740 | 65.43% | 38 | 3.36% | 37 |
| | Total | 1131 | 100.00% | 957 | 84.62% | 51 | 4.51% | 61 |
| | | | | | | | | 5.39% |
| | | | | | | | | 7 |
| | | | | | | | | 0.62% |
| | | | | | | | | 6 |
| | | | | | | | | 0.53% |
| | | | | | | | | 49 |
| | | | | | | | | 4.33% |
| Applicants 7-1-2014 to 4-30-2015 | | | | | | | | |
| Professional | Male | 339 | 30.11% | 273 | 24.25% | 13 | 1.15% | 23 |
| Professional | Female | 787 | 69.89% | 711 | 63.14% | 18 | 1.60% | 28 |
| | Total | 1126 | 100.00% | 984 | 87.39% | 31 | 2.75% | 51 |
| | | | | | | | | 4.53% |
| | | | | | | | | 10 |
| | | | | | | | | 0.89% |
| | | | | | | | | 7 |
| | | | | | | | | 0.62% |
| | | | | | | | | 43 |
| | | | | | | | | 3.82% |
| New Hires 7-1-2013 to 6-30-2014 | | | | | | | | |
| Professional | Male | 7 | 18.92% | 7 | 18.92% | 0 | 0.00% | 0 |
| Professional | Female | 30 | 81.08% | 30 | 81.08% | 0 | 0.00% | 0 |
| | Total | 37 | 100.00% | 37 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| New Hires 7-1-2014 to 4-30-2015 | | | | | | | | |
| Professional | Male | 8 | 20.51% | 6 | 15.38% | 2 | 5.13% | 0 |
| Professional | Female | 31 | 79.49% | 29 | 74.36% | 1 | 2.56% | 1 |
| | Total | 39 | 100.00% | 35 | 89.74% | 3 | 7.69% | 1 |
| | | | | | | | | 2.56% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| Promotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| Professional | Male | 2 | 12.50% | 2 | 12.50% | 0 | 0.00% | 0 |
| Professional | Female | 14 | 87.50% | 14 | 87.50% | 0 | 0.00% | 1 |
| | Total | 16 | 100.00% | 16 | 100.00% | 0 | 0.00% | 1 |
| | | | | | | | | 6.25% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| Promotions 7-1-2014 to 4-30-2015 | | | | | | | | |
| Professional | Male | 7 | 17.50% | 5 | 13.89% | 2 | 5.00% | 0 |
| Professional | Female | 33 | 82.50% | 31 | 86.11% | 1 | 2.50% | 1 |
| | Total | 40 | 100.00% | 36 | 90.00% | 3 | 7.50% | 1 |
| | | | | | | | | 2.50% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| Demotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| Professional | Male | 1 | 33.33% | 1 | 33.33% | 0 | 0.00% | 0 |
| Professional | Female | 2 | 66.67% | 2 | 66.67% | 0 | 0.00% | 0 |
| | Total | 3 | 100.00% | 3 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| Demotions 7-1-2014 to 4-30-2015 | | | | | | | | |
| Professional | Male | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 |
| Professional | Female | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 |
| | Total | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |

| Occupation | Sex | Total | White non-Hispanic | Hispanic | Black/African American - Non-Hisp | Asian non-Hispanic | AIAN non-Hispanic | Other/Two or More/Unknown | | | | | | | |
|-------------------------------------------------------|--------------|-------------|--------------------|-------------|-----------------------------------|--------------------|-------------------|---------------------------|--------------|-----------|--------------|----------|--------------|-----------|--------------|
| Regional Occupational Distribution 2013 - 2014 | | | | | | | | | | | | | | | |
| Technicians | Male | 1810 | 37.32% | | | | | | | | | | | | |
| Technicians | Female | 3040 | 62.68% | | | | | | | | | | | | |
| | Total | 4850 | 100.00% | 4605 | 94.95% | 89 | 1.84% | 70 | 1.44% | 15 | 0.31% | 4 | 0.08% | 65 | 1.34% |
| Applicants 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| Technicians | Male | 128 | 54.94% | 121 | 51.93% | 2 | 0.86% | 1 | 0.43% | 0 | 0.00% | 0 | 0.00% | 4 | 1.72% |
| Technicians | Female | 105 | 45.06% | 93 | 39.91% | 0 | 0.00% | 2 | 0.86% | 6 | 2.58% | 0 | 0.00% | 4 | 1.72% |
| | Total | 233 | 100.00% | 214 | 91.85% | 2 | 0.86% | 3 | 1.29% | 6 | 2.58% | 0 | 0.00% | 8 | 3.43% |
| Applicants 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
| Technicians | Male | 44 | 23.39% | 32 | 20.65% | 3 | 1.94% | 0 | 0.00% | 1 | 0.65% | 1 | 0.65% | 7 | 4.52% |
| Technicians | Female | 111 | 71.61% | 102 | 65.81% | 1 | 0.65% | 0 | 0.00% | 4 | 2.58% | 0 | 0.00% | 4 | 2.58% |
| | Total | 155 | 100.00% | 134 | 86.45% | 4 | 2.58% | 0 | 0.00% | 5 | 3.23% | 1 | 0.65% | 11 | 7.10% |
| New Hires 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| Technicians | Male | 1 | 14.29% | 1 | 14.29% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Technicians | Female | 6 | 85.71% | 6 | 85.71% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| | Total | 7 | 100.00% | 7 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| New Hires 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
| Technicians | Male | 3 | 33.33% | 2 | 22.22% | 1 | 11.11% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Technicians | Female | 6 | 66.67% | 6 | 66.67% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| | Total | 9 | 100.00% | 8 | 88.89% | 1 | 11.11% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| No Promotions 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| No Promotions 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
| No Demotions 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| No Demotions 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |

| Occupation | Sex | Total | White non-Hispanic | Hispanic | Black/African American - Non-Hisp | Asian non-Hispanic | AIAN non-Hispanic | Other/Two or More/Unknown | | | | | | | |
|--------------------------------------------------------------------|--------|--------------|--------------------|--------------|-----------------------------------|--------------------|-------------------|---------------------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| Wisconsin (Statewide) Occupational Distribution 2013 - 2014 | | | | | | | | | | | | | | | |
| Protective Service | Male | 37915 | 75.63% | | | | | | | | | | | | |
| Protective Service | Female | 12185 | 24.32% | | | | | | | | | | | | |
| **Incl. both Sworn/Non Sworn | | 50100 | 100.00% | 42400 | 84.63% | 1870 | 3.73% | 3830 | 7.64% | 500 | 1.00% | 770 | 1.54% | 730 | 1.46% |
| Applicants 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| Protective Service | Male | 395 | 64.54% | 339 | 55.39% | 26 | 4.25% | 13 | 2.12% | 5 | 0.82% | 2 | 0.33% | 10 | 1.63% |
| Protective Service | Female | 217 | 35.46% | 158 | 25.82% | 25 | 4.08% | 24 | 3.92% | 1 | 0.16% | 4 | 0.65% | 5 | 0.82% |
| Total | | 612 | 100.00% | 497 | 81.21% | 51 | 8.33% | 37 | 6.05% | 6 | 0.98% | 6 | 0.98% | 15 | 2.45% |
| Applicants 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
| Protective Service | Male | 249 | 62.56% | 201 | 50.50% | 23 | 5.78% | 10 | 2.51% | 3 | 0.75% | 2 | 0.50% | 10 | 2.51% |
| Protective Service | Female | 149 | 37.44% | 126 | 31.66% | 10 | 2.51% | 9 | 2.26% | 0 | 0.00% | 1 | 0.25% | 3 | 0.75% |
| Total | | 398 | 100.00% | 327 | 82.16% | 33 | 8.29% | 19 | 4.77% | 3 | 0.75% | 3 | 0.75% | 13 | 3.27% |
| New Hires 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| Protective Service | Male | 10 | 100.00% | 10 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Protective Service | Female | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Total | | 10 | 100.00% | 10 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| New Hires 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
| Protective Service | Male | 7 | 70.00% | 7 | 70.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Protective Service | Female | 3 | 30.00% | 3 | 30.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Total | | 10 | 100.00% | 10 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Promotions 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| Protective Service | Male | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Protective Service | Female | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Total | | 1 | 100.00% | 1 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Promotions 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
| Protective Service | Male | 3 | 75.00% | 3 | 75.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Protective Service | Female | 1 | 25.00% | 1 | 25.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Total | | 4 | 100.00% | 4 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| No Demotions 7-1-2013 to 6-30-2014 | | | | | | | | | | | | | | | |
| Demotions 7-1-2014 to 4-30-2015 | | | | | | | | | | | | | | | |
| Protective Service | Male | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Protective Service | Female | 2 | 100.00% | 2 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| Total | | 2 | 100.00% | 2 | 100.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |

| Occupation | Sex | Total | White non-Hispanic | Hispanic | Black/African American - Non-Hisp | Asian non-Hispanic | ALIAN non-Hispanic | Other/Two or More/Likely |
|-------------------------------------------------------------------------|--------------|-------------|--------------------|-------------|-----------------------------------|------------------------|-----------------------|--------------------------|
| Walworth County (Geographic) Occupational Distribution 2013-2014 | | | | | | | | |
| Skilled Craft | Male | 5810 | 95.95% | | | | | |
| Skilled Craft | Female | 245 | 4.05% | | | | | |
| | Total | 6055 | 100.00% | 5460 | 90.17% | 500 | 8.26% | 44 0.73% |
| | | | | | | 20 0.33% | 0 0.00% | 31 0.51% |
| Applicants 7-1-2013 to 6-30-2014 | | | | | | | | |
| Skilled Craft | Male | 95 | 92.23% | 95 | 92.23% | 0 | 0.00% | 0 |
| Skilled Craft | Female | 8 | 7.77% | 8 | 7.77% | 0 | 0.00% | 0 |
| | Total | 103 | 100.00% | 103 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 0.00% | 0 0.00% | 0 0.00% |
| Applicants 7-1-2014 to 4-30-2015 | | | | | | | | |
| Skilled Craft | Male | 13 | 86.67% | 13 | 86.67% | 0 | 0.00% | 0 |
| Skilled Craft | Female | 2 | 13.33% | 2 | 13.33% | 0 | 0.00% | 0 |
| | Total | 15 | 100.00% | 15 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 0.00% | 0 0.00% | 0 0.00% |
| New Hires 7-1-2013 to 6-30-2014 | | | | | | | | |
| Skilled Craft | Male | 10 | 100.00% | 10 | 100.00% | 0 | 0.00% | 0 |
| Skilled Craft | Female | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 |
| | Total | 10 | 100.00% | 10 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 0.00% | 0 0.00% | 0 0.00% |
| New Hires 7-1-2014 to 4-30-2015 | | | | | | | | |
| Skilled Craft | Male | 8 | 100.00% | 8 | 100.00% | 0 | 0.00% | 0 |
| Skilled Craft | Female | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 |
| | Total | 8 | 100.00% | 8 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 0.00% | 0 0.00% | 0 0.00% |
| Promotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| Skilled Craft | Male | 4 | 100.00% | 4 | 100.00% | 0 | 0.00% | 0 |
| Skilled Craft | Female | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 |
| | Total | 4 | 100.00% | 4 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | 0 0.00% | 0 0.00% | 0 0.00% |
| No Promotions 7-1-2014 to 4-30-2015 | | | | | | | | |
| No Demotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| No Demotions 7-1-2014 to 4-30-2015 | | | | | | | | |

| Occupation | Sex | Total | White non-Hispanic | Hispanic | Black/African American - Non-Hisp | Asian non-Hispanic | ALIAN non-Hispanic | Other/Two or More/Unknown |
|-------------------------------------------------------|--------------|---------------|--------------------|---------------|-----------------------------------|--------------------|--------------------|---------------------------|
| Regional Occupational Distribution 2013 - 2014 | | | | | | | | |
| Service Maintenance | Male | 37,835 | 66.55% | | | | | |
| Service Maintenance | Female | 29,070 | 43.45% | | | | | |
| | Total | 66,905 | 100.00% | 55,550 | 83.03% | 7,980 | 11.93% | 1,900 |
| | | | | | | | | 2.84% |
| | | | | | | | | 599 |
| | | | | | | | | 1.08% |
| | | | | | | | | 137 |
| | | | | | | | | 0.20% |
| | | | | | | | | 771 |
| | | | | | | | | 1.15% |
| Applicants 7-1-2013 to 6-30-2014 | | | | | | | | |
| Service Maintenance | Male | 232 | 30.85% | 198 | 26.33% | 12 | 1.60% | 6 |
| Service Maintenance | Female | 520 | 69.15% | 463 | 61.57% | 27 | 3.59% | 14 |
| | Total | 752 | 100.00% | 661 | 87.90% | 39 | 5.19% | 20 |
| | | | | | | | | 2.66% |
| | | | | | | | | 5 |
| | | | | | | | | 0.66% |
| | | | | | | | | 1 |
| | | | | | | | | 0.13% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 12 |
| | | | | | | | | 1.60% |
| | | | | | | | | 26 |
| | | | | | | | | 3.46% |
| Applicants 7-1-2014 to 4-30-2015 | | | | | | | | |
| Service Maintenance | Male | 64 | 14.29% | 58 | 12.95% | 1 | 0.22% | 3 |
| Service Maintenance | Female | 384 | 85.71% | 320 | 71.43% | 26 | 6.80% | 23 |
| | Total | 448 | 100.00% | 378 | 84.38% | 27 | 6.03% | 26 |
| | | | | | | | | 5.80% |
| | | | | | | | | 1 |
| | | | | | | | | 0.22% |
| | | | | | | | | 1 |
| | | | | | | | | 0.22% |
| | | | | | | | | 2 |
| | | | | | | | | 0.45% |
| | | | | | | | | 13 |
| | | | | | | | | 2.96% |
| | | | | | | | | 15 |
| | | | | | | | | 3.35% |
| New Hires 7-1-2013 to 6-30-2014 | | | | | | | | |
| Service Maintenance | Male | 6 | 14.29% | 6 | 14.29% | 0 | 0.00% | 0 |
| Service Maintenance | Female | 36 | 85.71% | 34 | 80.95% | 1 | 2.38% | 1 |
| | Total | 42 | 100.00% | 40 | 95.24% | 1 | 2.38% | 1 |
| | | | | | | | | 2.38% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| New Hires 7-1-2014 to 4-30-2015 | | | | | | | | |
| Service Maintenance | Male | 3 | 5.88% | 3 | 5.88% | 0 | 0.00% | 0 |
| Service Maintenance | Female | 48 | 94.12% | 38 | 74.51% | 4 | 7.84% | 5 |
| | Total | 51 | 100.00% | 41 | 80.39% | 4 | 7.84% | 5 |
| | | | | | | | | 9.80% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 1 |
| | | | | | | | | 1.96% |
| | | | | | | | | 1 |
| | | | | | | | | 1.96% |
| Promotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| Service Maintenance | Male | 3 | 50.00% | 3 | 50.00% | 0 | 0.00% | 0 |
| Service Maintenance | Female | 3 | 50.00% | 2 | 33.33% | 0 | 0.00% | 1 |
| | Total | 6 | 100.00% | 5 | 83.33% | 0 | 0.00% | 1 |
| | | | | | | | | 16.67% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| Promotions 7-1-2014 to 4-30-2015 | | | | | | | | |
| Service Maintenance | Male | 1 | 25.00% | 1 | 25.00% | 0 | 0.00% | 0 |
| Service Maintenance | Female | 3 | 75.00% | 3 | 75.00% | 0 | 0.00% | 0 |
| | Total | 4 | 100.00% | 4 | 100.00% | 0 | 0.00% | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| | | | | | | | | 0 |
| | | | | | | | | 0.00% |
| No Demotions 7-1-2013 to 6-30-2014 | | | | | | | | |
| No Demotions 7-1-2014 to 4-30-2015 | | | | | | | | |

Underutilization Analysis Findings For Period 07/01/2013 – 04/30/2015

Overview

Indicative of the county's continued efforts in having an inclusive recruitment process and workplace, the number of employees that self-identify as non-white has remained constant or increased in every category except one, American Indian. In this category, the number of employees has remained the same. **The most significant change has been the increase in the number of Hispanic individuals hired over the last plan period.**

Affirmative action efforts will continue to be focused on those areas that continue to show underutilization compared to the geographic labor force availability. **The only area currently showing significant overall underutilization is in the Hispanic category. The numbers show a 5.66% shortfall when county employment is compared to workforce availability. In all other minority categories, the county's population mirrors or is better represented than the data from the Department of Workforce Development indicates.**

Underutilization by Category

| CATEGORY | <u>APPLICANTS</u> | <u>NEW HIRES</u> | <u>PROMOTIONS**</u> |
|----------|-------------------|----------------------------------------------------------|---------------------|
| AS | | | Hispanic 4.12% |
| OM | | Opportunities too limited to measure. | |
| PROF | Asian 1.8%* | Asian 2.55%* | |
| TECH | | No underutilization. | |
| PS | | Hispanic 2.98% Black 6.11%* Females 4.46% | |
| SC | Hispanic 6.61% | | |
| SM | Hispanic 4% | Hispanic 4.16% | |

*Due to statewide comparable data. **If underutilization calculation or availability equaled less than one individual, category was not considered underutilized if/or in a category that is not underutilized in the County's current worker population.

Results for 2013 – 2015 Goals

- I. To address underutilization in female applicants in Protective Services, we will work with police science program contacts, professional organizations, and other agencies to identify additional recruiting sources/strategies and with the information, create an applicant source checklist to be used for each eligibility list recruitment.

Outcomes: Number of female applicants in Protective Services category more than doubled in the 2013 – 2015 time period. Expanded recruiting efforts include job fairs, nationwide (Indeed) online advertising, female only eligibility list recruiting and specialized recruiter education. Continue to review entire hiring process to look for improvements in application to eligibility list success rate.

- II. Although as a whole, the county is not underutilized in the Black/African American category and applicant flow in this area has increased, it does show underutilization in New Hires in the category. Human Resources will research sources and develop a distribution list for professional job postings that is broader in geographic scope than current sources to broaden the applicant pool

Outcomes: The number of Black and Asian applicants continues to increase and there was one hire self-identified as Black in the Professional Category. Expanded recruiting efforts to broaden recruiting reach including job fairs, regional, nationwide (Indeed) and occupation specific online advertising, and social media recruiting (LinkedIn).

- III. A majority of the hires in the Service Maintenance category are Certified Nursing Assistants. To address the underutilization of Hispanics in both the Applicant and New Hire areas, Human Resources will work with technical college program contacts and other agencies to identify additional recruiting sources/strategies and with the information, create an applicant source checklist to be used for each eligibility list recruitment.

Outcomes: Number of Hispanic applicants increased by 15% and accounted for five (5) hires compared to three (3) hires during the last period. The CNA eligibility list process was discontinued in favor of more frequent interviewing to capture candidates quicker. Expanded recruiting efforts to broaden recruiting reach include healthcare job fairs, technical college healthcare groups and farther reaching online job postings. Orientation modified and new hire focus added to improve retention.

2013 – 2015 Goal Results by Category

Professional

In Professional, underutilization for applicants and new hires is as follows:

| Applicants | New Hires | Group |
|------------|-----------|-------|
| 4.3% | 4.3% | Black |
| 2.1% | 2.1% | Asian |

Our goal is to increase the number of Black and Asian applicants for each professional vacancy between 2013 -2015 by 5%. For new hires, our goal is to hire one professional from both categories in the upcoming plan period.

Outcome: Applicant numbers in both categories exceeded goal. One hire achieved in the Black category. Did not have a hire in the Asian category. With less than 1% of geographic workforce in Asian category, that part of goal discontinued but will continue to work towards increasing minority applicants.

Technician

Underutilization is as follows:

| Applicants | New Hires | Group |
|------------|-----------|----------|
| N/A | 1.6% | Hispanic |

Our goal is to increase the number of Hispanic applicants by 5% during this plan period.

Outcome: Number of Hispanic applicants doubled. One new hire added in the Hispanic category.

Protective Service – Sworn Non-Sworn

In Protective Service, underutilization is as follows:

| Applicants | New Hires | Group |
|------------|-----------|--------|
| 4.2% S | N/A | Female |
| 5.2% NS | N/A | Female |

Our goal is to increase the number of female applicants by 15% with at least 5% of that increase being in non-white categories.

Outcome: Number of Female and AIAN applicants in Sworn category more than doubled in the 2013 – 2015 time period.

Service Maintenance

In Service Maintenance, underutilization for applicants and new hires is as follows:

| Applicants | New Hires | Group |
|------------|-----------|----------|
| 3.3% | 4.3% | Hispanic |

Our goal is to increase the number of Hispanic applicants by 10% and New Hires by one hire.

Outcome: Goal achieved. Hispanic applicant numbers increased by 15%. Five (5) hires in Hispanic category were made.

2015 – 2017 New Goal Summary

- I. To address underutilization in female/minority applicants and new hires in Protective Services, we will work with police science program contacts, professional organizations, and other governmental entities to identify additional recruiting sources/strategies to increase the volume of applications from these groups. In addition, Human Resources will review previous female and minority applicants to see where they departed the recruitment process for possible barriers to success.

- II. Because most promotions in Walworth County are due to self-identification as a candidate for a posted opportunity; to address the underutilization of Hispanic individuals in the Administrative Support category, Human Resources will work with managers to identify ways to interest high performing individuals in all minority groups to apply for new opportunities within the organization. This will include a review of the internal application process and its ease of use.

- III. A majority of the hires in the Service Maintenance category are Certified Nursing Assistants. To address the underutilization of Hispanic individuals in both the Applicant and New Hire areas, Human Resources will work with technical college program contacts and other agencies to identify additional recruiting sources/strategies and with the information, create a new recruitment strategy specifically targeting Hispanic individuals.

2015 – 2017 New Goals by Category

Protective Service – Sworn/Non-Sworn

In Protective Service, underutilization is as follows:

| New Hires | Group |
|-----------|----------|
| 4.46% | Female |
| 6.11% | Black |
| 2.98% | Hispanic |

Our goal is to increase the number of female and minority applicants by 15%. Since hiring is done from an eligibility list, more diverse applicants mean more diverse candidates on the list to increase the number of hires from the female and minority categories.

Skilled Craft

Underutilization is as follows:

| Applicants | Group |
|------------|----------|
| 6.61% | Hispanic |

Our goal is to increase the number of Hispanic applicants by 15% during this plan period.

Service Maintenance

In Service Maintenance, underutilization for applicants and new hires is as follows:

| Applicants | New Hires | Group |
|------------|-----------|----------|
| 4% | 4.16% | Hispanic |

Our goal is to increase the number of Hispanic applicants by 15% and increase New Hire numbers by 2 hires during the new plan period.

Affirmative Action Program Development and Execution

To facilitate achievement of our affirmative action goals and timetables, Walworth County has initiated specific procedures and programs. The programs encompass all major aspects of the employment process and are designed to correct either current procedural deficiencies or to intensify and accelerate the efficiency of present programs.

Recruiting efforts to fill open positions focus consideration on minorities and people not currently in the workforce who have the requisite skills and can be recruited through affirmative action measures.

In addition:

Job-Posting Program

An online job-posting program for all positions is currently functioning in Walworth County. This program provides that all job openings are posted online for current county employees and the public where collective bargaining agreements or recruitment plans allow. Employees are alerted to new openings through an email notification to encourage internal movement and employee referrals.

Educational Assistance Program

Our educational assistance program is available to all regular non-represented employees once they have completed six months of service. The plan covers reimbursement of tuition, books and other costs up to a maximum of \$1,000 per calendar year. If annual funding is still available, this is also available to represented employees.

Affirmative Action Training

Managers and supervisors are given periodic equal employment opportunity training. This training demonstrates why EEO compliance is important, and it gives participants instructions and tools to help them comply with EEO requirement in their departments. Training is scheduled in conjunction with Department Head meetings periodically.

Selection Criteria Monitoring

Job descriptions and process (skills tests, writing samples, etc.) are reviewed for every opening.

Retention

Retaining members of under-represented groups is an essential component of any affirmative action effort seeking to increase and maintain a diverse workforce. Walworth County continues to examine its employment practices and general work atmosphere in order to develop initiatives to retain its minority and female workforce.

Compliance with Sex Discrimination Guidelines

In our efforts to comply with the federal Sex Discrimination Guidelines (41 CFR Part 60-20), Walworth County will follow these procedures and practices:

1. Candidates from both sexes will be recruited for all jobs (unless job qualifications disqualify one of the sexes).
2. Advertisements will not express a preference for applicants of a particular sex (unless job qualifications disqualify one of the sexes) and are placed in a general "Help Wanted" column.
3. Written personnel policies indicate that there will be no discrimination on the basis of a person's sex.
4. Employees and applicants of both sexes have equal opportunities to be placed on any available job that they are qualified to perform.
5. We will make no distinction based on a person's sex in employment opportunities, wages, hours of work, employee benefits or any other condition of employment.
6. Mandatory or optional ages for retirement will be equal for both sexes.
7. We will provide appropriate physical facilities for both sexes. Lack of facilities will not be used to deny applicants of either sex.
8. Where seniority lists are used, they shall not be based on an employee's sex.
9. Salaries and wage schedules will not be based on an employee's sex.
10. Both sexes will have an equal opportunity to participate in training programs sponsored by Walworth County.
11. Walworth County recognizes its obligation to provide a work atmosphere free of harassment and intimidation. Any forms of sexual harassment, such as unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature, will not be tolerated. Violations of this policy will be handled appropriately as part of Walworth County's disciplinary procedures and its posted policy letter in support of the federal guidelines on Sexual Harassment. Walworth County will also provide training in this area.

Compliance with Religion and National Origin Discrimination Guidelines

Walworth County does not discriminate against employees or applicants because of religion or national origin, and takes affirmative action to ensure that these people are treated without regard to their religion or national origin.

Walworth County has reviewed its personnel actions and decisions - particularly on recruiting and promotion - and has determined that members of various religions and/or ethnic groups are receiving fair consideration for job opportunities.

Walworth County makes reasonable efforts to accommodate the religious observances and practices of our employees and prospective employees unless that person's religious observance or practice creates undue hardship on conducting business or result in financial or personnel problems.

Internal Monitoring and Reporting System

As part of our affirmative action activities, to measure our program effectiveness and the implementation of affirmative action goals, we have developed an internal system for auditing and reporting.

The affirmative action monitoring and reporting system consists of data from four employment process sources:

1. Applicant Data
2. New Hire/Orientation with Promotions, Transfers and Demotions Log
3. Termination report
4. EEOC Yearly Report

This information enables Walworth County to meet federal EEO reporting requirements through our affirmative action plan and provide the necessary information for internal analysis and monitoring.

These reports are reviewed quarterly to ensure implementation of remedial action wherever it is required. Reports are also made available to the County Administrator on our performance against goals in affirmative action as needed.

Affirmative Action Efforts in Consideration of Minorities and Others Not Currently in the Workforce

The following are some of the means (see Exhibit C) by which minorities and others not currently in the workforce who have the requisite skills may be recruited:

- Minorities and all others within our workforce will be advised of vacancies and will be requested to refer minorities and those not currently in the workforce who are interested in employment.
- Referral agencies and community organizations will be requested to seek out and refer both minorities and others not currently in the workforce.
- Vocational schools in our local labor market capable of supplying applicants will be advised of employment opportunities that occur.
- We will seek referrals from organizations serving disabled individuals to reach those not currently in the workforce.
- We will make an effort to make job postings and the recruitment process more accessible for citizens with disabilities.

Affirmative Action Efforts in Consideration of Disabled Workers and Covered Veterans

Walworth County will take affirmative action to employ, and advance in employment, all qualified disabled individuals and covered veterans at all levels of employment. Such action shall apply to all employment practices, including, but not limited to the following: hiring, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, benefits, selection for training, tuition assistance and other programs.

The County invites all applicants and employees who believe they are covered by the Rehabilitation Act of 1973 and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, and who wish to be considered under this plan to voluntarily identify themselves during new hire orientation or at any time to the Human Resources Department. The information requested is voluntary and will be kept confidential. Refusal to provide the information will not subject the applicant or employee to any adverse treatment and will be used only in accordance with the guidelines set forth in this plan. If an applicant or employee identifies him/herself as disabled, we will seek input from the applicant or employee regarding proper placement and appropriate accommodations.

Exhibit A

Job Categories Defined

- OA OFFICIALS/ADMINISTRATORS.** Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of operations. Includes: officials, executives and department heads.
- PR PROFESSIONALS.** Occupations requiring either college graduation or experiences of such kind and amount as to provide a comparable background. Can include such occupations as: accountants, dietitians, lawyers, registered professional nurses, Human Resources specialists, teachers and kindred workers.
- TN TECHNICIANS.** Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two years of post high school education, such as is offered in many technical institutions and junior colleges or through equivalent on-the-job training. Can include such occupations as: computer programmers, licensed, practical or vocational nurses and kindred workers.
- PS PROTECTIVE SERVICE SWORN/NON-SWORN.** Can include such occupations as: deputy sheriff, detective, sergeant, lieutenant, correctional officer, corrections sergeant and kindred workers.
- AS ADMINISTRATIVE SUPPORT.** Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual although some manual work not directly involved with altering or transporting products is included. Can include such occupations as: clerks, account clerks, computer operators, secretaries, communications officers, special education aides and kindred workers.

SC SKILLED CRAFT. Manual laborers of relatively high skill level who have a thorough and comprehensive knowledge of the processes involved in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Can include such occupations as: mechanics and kindred workers.

SM SERVICE/MAINTENANCE. Workers in service and/or maintenance occupations. Can include such occupations as: certified nursing assistants, cooks, janitors, nutrition site workers, food service workers and kindred workers.

Exhibit B

Races Defined

WHITE: Includes persons who indicated their race as "White" or reported entries such as Canadian, German, Italian, Lebanese, Near Easterner, Arab, or Polish.

HISPANIC: Includes individuals of Mexican, Puerto Rican, Cuban, Caribbean, Dominican Republican, Central or South American, or other Latin American cultures regardless of race including black individuals whose origins are Hispanic. Does not include individuals of Spanish (Spain) culture or origin.

BLACK: Includes persons who indicated their race as "Black or Negro" or reported entries such as African American, Afro-American, Black Puerto Rican, Jamaican, Nigerian, West Indian, or Haitian.

AMERICAN INDIAN OR ALASKA NATIVE (AIAN): American Indian includes persons who indicated their race as "American Indian," entered the name of an Indian Tribe, or reported such entries as Canadian Indian, French-American Indian, or Spanish-American Indian. Persons who identified themselves as American Indian were also asked to report their enrolled or principal tribe. Therefore, tribal data in tabulations reflect the written tribal entries reported on the questionnaires.

- Eskimo includes persons who indicated their race as "Eskimo" or reported entries such as Arctic Slope, Inupiat, or Yupik.
- Aleut includes persons who indicated their race as "Aleut" or reported entries such as Alutiiq, Egegik, and Pribilovian.

ASIAN: Includes persons who reported in one of the Asian or Pacific Islander groups listed on the questionnaire or provided responses such as Thai, Nepali, or Tongan.

- Asian includes Chinese, Filipino, Japanese, Asian, Indian, Korean, Vietnamese, Cambodian, Hmong, Laotian, Thai, Other Asian.
- Pacific Islander includes Hawaiians (part & Native), Samoan, Guamanian, Other Pacific Islander.

OTHER RACE/NO RACE INDICATED: Includes all other persons not included in the "White, Hispanic, Black, American Indian, Eskimo or Aleut, and Asian or Pacific Islander" race categories. Persons reporting in the "Other Race" category and providing write-in entries such as multiracial, multi ethnic, mixed, or interracial, as well as individuals not reporting are included.

Exhibit C

Job Posting/Recruitment Sources Used

In an effort to generate greater minority, female, disabled persons and veteran referrals, the following organizations will be considered for use:

CESA 2 Vocational Opportunities – Janesville, Wisconsin
Wisconsin Community Action (Rock-Wal County) - Janesville, Wisconsin
Wisconsin Division of Vocational Rehabilitation - Janesville, Wisconsin
Wisconsin Epilepsy Foundation - Janesville, Wisconsin
Gateway Technical College – Multiple Locations
UW Schools Consortium Online Job Postings
Wisconsin Private College Consortium Online Job Postings
UMOS – Milwaukee & Madison, Wisconsin
Spanish Centers of Racine/Kenosha/Walworth Counties - Kenosha, Wisconsin
Wisconsin School for the Deaf - Delavan, Wisconsin
Wisconsin School for the Visually Handicapped - Janesville, Wisconsin
Walworth County Veterans Office - Elkhorn, Wisconsin
Job Service and associated state job posting website
Society's Assets - Elkhorn, Wisconsin
Wisconsin Counties Association
Walworth County Website (24/7)
governmentjobs.com (24/7)
Indeed.com (24/7)
Line Advertisement in Local Free Newspapers (Weekly)
Advertising in specific newspapers
Recruiting at position specific job fairs
Position specific educational institutions and professional organizations

This is not an all-inclusive list. A list of recruiting sources is maintained and audited annually. All referral sources are notified of Walworth County's Equal Employment Opportunity Policy as part of the job posting.

Exhibit D

Glossary of Affirmative Action Terminology

ACCESSIBLE: A barrier-free environment in which the mobility of physically handicapped persons is not inhibited by external forces such as architectural design.

ADVERSE IMPACT: The finding that a particular selection procedure (such as a minimum-education requirement, a test, an interview, etc.), or an entire selection process composed of such procedures, disproportionately denies an employment opportunity to a particular protected group. A procedure is found to adversely impact on a protected group if hiring or promotion data show that the percentage of applicants in any group who successfully meet its requirement(s) is significantly lower than the percentage of successful applicants in another group.

AFFECTED CLASS: Any employee group (for example, minorities, females and disabled persons) that has suffered and continues to suffer the effects of unlawful discrimination.

AFFIRMATIVE ACTION (AA): Affirmative Action requires the employer to do more than ensure employment neutrality with regard to race, color, religion, sex, and national origin. It requires the employer to make additional efforts to recruit, hire, and promote qualified members of groups formerly excluded, even if that exclusion cannot be traced to particular discriminatory actions on the part of the employer. The premise of the Affirmative Action concept is that unless positive steps are undertaken to overcome the effects of unintentional discrimination, a benign neutrality in employment practices will tend to perpetuate the status quo indefinitely.

The Equal Employment Opportunity Commission (EEOC), through court order, can require an organization to undertake an Affirmative Action program similar to that required of federal contractors by Revised Order Number 4. Because the EEOC, which administers Title VII, judges discrimination by effect and not intent, it is sometimes necessary for an organization without federal contracts or subcontracts to undertake Affirmative Action.

If the EEOC investigates an organization and finds that minorities and/or women are substantially under represented in certain job categories, it will consider that a prima facie case of discrimination-whether or not the organization so intended it. The EEOC always holds an employer accountable for the present effects of past discriminatory acts.

AFFIRMATIVE ACTION PLAN: A plan whose execution will assure measurable yearly improvements in hiring, training, and promotion of minorities, females, and persons with disabilities in all parts of the organization. The effectiveness of the plan is measured by the results it actually achieves rather than by the results it is intended to achieve. A written Affirmative Action Plan is required of all federal contractors holding contracts of \$50,000 or more and employing 50 or more employees.

APPLICANT FLOW RECORD: A written objective measure used to analyze and monitor the recruiting efforts in an employer's Affirmative Action Plan. This record shows each job applicant's name, race, national origin, sex, disability status, referral source, date of application, position applied for, whether the job applied for (or any other job) was offered or why it was not.

AVAILABILITY: The presence of women, minorities, and persons with disabilities in the labor market "ready, willing, and able to work," used in setting goals and determining underutilization.

There are several basic measures of availability; occupational parity, labor force parity, and population parity.

BONA FIDE OCCUPATIONAL QUALIFICATION (BFOQ): A job requirement which permits an employer to discriminate legally on the basis of sex, age, religion, national origin or physical or mental condition. The requirements must be carefully justified and based on actual job needs, not stereotypes. For example, sex is not a BFOQ for heavy physical work since some women are physically powerful. Race and color are never a BFOQ.

BUSINESS NECESSITY: If an employer's practice or policies tend to affect members of a protected class adversely, then the employer must be able to demonstrate that the challenged practices effectively carry out the business purposes they are alleged to serve and that no alternative non-discriminatory practices can achieve the safe and efficient operation of its business.

CLASS ACTION SUIT: A class action suit includes discrimination against not just one employee, but against a whole "affected class" of employees. The EEOC files such a suit when it concludes that individual complaints are not isolated cases but represent a widespread pattern of discrimination against a whole group of employees protected by Title VII such as Afro-Americans and women. When losing a class action suit in court, employer has to do three things: (1) pay dollar damage to the "affected class" of employees as compensation for denied wages; (2) stop engaging in discriminatory practices; and (3) make specific changes in personnel procedures and increase its hirings, promotions, and transfers of the "affected class" to eradicate the present effects of past unlawful practices.

COMPLIANCE: The degree to which federal contractors or subcontractors carry out (comply with) the mandatory affirmative action or non-discrimination clause in their contracts. Compliance is measured largely on the basis of what an agency says it is going to do in its affirmative action program, the agency's adherence to the program and its good faith efforts to achieve the goals and timetables specified in the program. The degree to which employers carry out EEOC guidelines and state agencies carry out its affirmative action policy and criteria.

DISABILITY: A physical or mental impairment which substantially limits one of more life activities. An individual with a record of such impairment or who is regarded as having such impairment, is also "disabled" under state federal law.

EQUAL EMPLOYMENT OPPORTUNITY (EEO): Administering all terms and conditions of employment without regard to age, color, disability, national origin, race, religion, or sex.

LABOR FORCE: The working population of a specified area, e.g. the North Carolina labor force includes all State residents who are employed or are seeking employment. Data on a labor force can be reported for a particular occupation or for all occupations.

LABOR FORCE PARITY: An employer's workforce equal to the percentage of women, minorities and persons with disabilities in the total labor force, regardless of occupational specialty.

NONDISCRIMINATION: Requires the elimination of all existing discriminatory conditions, whether purposeful or inadvertent.

OCCUPATIONAL PARITY: The representation of women, minorities and persons with disabilities in particular occupational categories in the recruiting area. This has generally been accepted as a primary basis for defining affirmative action goals and underutilization.

POPULATION PARITY: The percentage of women, minorities and persons with disabilities between 16 and 70 years of age in the local population.

PRIMA FACIE EVIDENCE: Sufficient evidence to show discrimination on its face or first appearance. For example, if all of a company's Afro-American employees work in the stockroom, all its women employees work in the office, and all its Caucasian male employees are supervisors, a compliance agency would consider this prima facie evidence of discrimination.

PROTECTED GROUPS: Any group (or member of that group) specified in, and therefore protected by, anti-discrimination laws. The anti-discrimination laws protect individuals from discrimination because of age, color, disability, national origin, race, religion, or sex.

REASONABLE ACCOMMODATIONS: (1) Used in connection with affirmative action for persons with disabilities: if a disabled employee or applicant has the skills necessary to perform a job, an employer must make reasonable accommodations to the physical environment, equipment, schedules or procedures that would enable the individual to function in the position. (2) Used in connection with discrimination because of religion: If an employee needs to be absent for religious reasons, an employer must make reasonable accommodations to grant the employee that absence--even though it may conflict with, or differ from, the employer's schedules, standards or other business conditions--unless such absences cause the employer undue hardship.

SELECTION PROCESS: Applies to tests and other employer selection procedures used as a basis for any employment decision. This includes the full range of assessment techniques from paper-and-pencil tests to performance tests; training programs or probationary periods; physical, educational, or work experience requirements; formal or informal interviews; and application forms. Employment decisions go far beyond hiring; promotion, demotion, discharge and referral are all included. Selection for training or transfer may also be considered an employment decision if it leads to the decisions listed above.

SEXUAL HARASSMENT: Deliberate, unsolicited, and unwelcome verbal and/or physical conduct of a sexual nature or with sexual implications by a supervisor or co-worker which (1) has or may have direct employment consequences resulting from the acceptance or rejection of such conduct; or (2) creates an intimidating, hostile or offensive working environment; or (3) interferes with an individual's work performance.

UNDERUTILIZATION: Having fewer minorities and/or women with disabilities in a particular job category than reasonably expected by their availability.

UNDUE HARDSHIP: In order for an employer legally to refuse to accommodate an applicant's or an employee's disability or religious belief, the employer must be able to show that such accommodation would place a severe burden on the operation of the business.

UNINTENTIONAL DISCRIMINATION: Practices appearing non-discriminatory and not intended to be discriminatory but display discriminatory effects.

UNLAWFUL EMPLOYMENT PRACTICE: Any policy or practice that has discriminatory intent or effect.

VALIDATION: The study of an employer's tests or selection standards which proves that they are significant predictors of successful job performance (i.e., those who score high turn out to be successful and those who score low turn out to be unsuccessful). The study requires a large

sample of applicants and must include representatives of groups, minorities, women, etc. who may be suffering adversely from such standards.

WORKFORCE: The employees of a specified firm or agency. E.g., the State government work force includes all individuals employed by the State. Data on an employer's work force can be reported for a particular occupation or for all occupations.