



November 10, 2015 – Walworth County Board of Supervisors

**Report of the County Clerk Regarding
Communications Received After the Agenda Mailing**

The following items were placed on Supervisors' desks and are attached to this cover sheet:

County Clerk

Kimberly S. Bushey
County Clerk

- Res. No. 53-11/15 – Approving an Employment Agreement By and Between Walworth County and Eric Nitschke as Director of Central Services & Walworth County Employment Agreement By and Between Walworth County and Eric Nitschke – *Vote required: Majority* – The Human Resources Committee will consider this resolution and make a recommendation at a special meeting prior to the November 10, 2015 County Board meeting
- Notice of Claim and Claim for Damages – Alexei Strelchenko – To be referred to the Executive Committee
- Town of Bloomfield Ordinance No. 2015-O-1114 – Ordinance Amending the Zoning Ordinance of the Town of Bloomfield Tax Key MB 3600009, N199 Williams Road – To be referred to the County Zoning Agency
- Town of Bloomfield Resolution No. 2015-R-12 – Conditional Use Permit, American Fireworks, N199 Williams Road, Genoa City, WI – To be referred to the County Zoning Agency
- Oconto County Resolution #98-15 – Resolution Supporting the Repeal of Statutory Provisions Enacted in the State of Wisconsin 2015-2017 Budget Sections 1922B-1922L, 2015 Act 55 Concerning the Zoning of Shorelands on Navigable Waters – To be referred to the County Zoning Agency
- Washburn County Resolution No. 76-15 – Resolution to Repeal the Requirements of Act 55 Related to Shoreland Zoning – To be referred to the County Zoning Agency
- Langlade County Resolution #62-2015 – Support Efforts to Repeal or Amend Changes to Shoreland Zoning Standards as Contained in the 2015-2017 State Budget (Act 55) – To be referred to the County Zoning Agency
- Correspondence from Brian A. Schuk of Wassel, Harvey & Schuk, LLP regarding Willow Run Condominium Association – To be referred to the County Zoning Agency
- Outagamie County Resolution No. 62-2015-16 – Resolution to oppose any legislation expanding the subpoena process – To be referred to the Executive Committee
- St. Croix County Emergency Resolution – Resolution Opposing 2015 Senate Bill 294, Dismantling the Government Accountability Board – To be placed on file
- Communication from Christine Lidbury, Wisconsin Women's Council, State of Wisconsin – Human Trafficking in Wisconsin Building Resources for Hope Film Screening & Program – To be placed on file

- October 29, 2015 Walworth County Board of Supervisors Public Budget Hearing Minutes
- *Walworth County Aging & Disability Resource Center News*, November 2015 – To be placed on file

These items were received after the agenda mailing before the meeting. Other items that were placed on the Supervisors' desks at the meeting are not included on this report. Please contact the County Clerk's office for information regarding those items.

Resolution No. 53-11/15
Approving an Employment Agreement By and Between Walworth County and Eric Nitschke as Director of Central Services

1 Moved/Sponsored by: Human Resources Committee

2
3 **WHEREAS**, the Walworth County Administrator has nominated Eric Nitschke to serve in the
4 position of Director – Central Services; and,

5
6 **WHEREAS**, the Human Resources Committee met pursuant to ordinance to recommend to the
7 county board a proposed employment agreement by and between Walworth County and Mr.
8 Nitschke.

9
10 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that
11 the attached employment agreement by and between Walworth County and Eric Nitschke be and
12 the same is hereby approved.

13
14
15
16 _____
17 Nancy Russell
18 County Board Chair

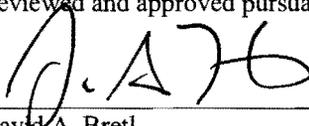
Kimberly S. Bushey
County Clerk

19
20
21 Action Required: Majority X Two-thirds _____ Other _____

22
23
24 County Board Meeting Date: November 10, 2015

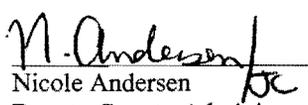
Policy and Fiscal Note is attached.

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



David A. Bretl
County Administrator/Corporation Counsel

11/6/15
Date



Nicole Andersen
Deputy County Administrator - Finance

11/6/15
Date

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

Policy and Fiscal Note
Resolution No. 53-11/15

- I. **Title:** Approving an Employment Agreement By and Between Walworth County and Eric Nitschke as Director of Central Services
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to confirm the appointment of Eric Nitschke as Director – Central Services and approve an employment contract with Mr. Nitschke.
- III. **Is this a budgeted item and what is its fiscal impact:** Pursuant to the employment contract:
- Mr. Nitschke would be paid \$114,000 per year, plus county benefits, to serve as Director – Central Services. This is within the approved range for the position. He would be eligible to receive merit-based increases in the same manner as other department heads.
 - Mr. Nitschke would receive the same benefits as other department heads.
 - Mr. Nitschke’s employment would be “at will” meaning he can be terminated by the county administrator for any reason. Pursuant to state statute, under the county administrator form of organization, department head employment is generally “at will”. As a result, a 120-day notice or severance provision is included in the contract. If Mr. Nitschke is not provided with 120-day’s notice of termination, severance would need to be provided.
- IV. **Referred to the following standing committees for consideration and date of referral:**

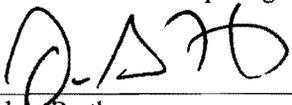
Committee: Human Resources

Meeting Date: November 10, 2015

Vote:

County Board Meeting Date: November 10, 2015

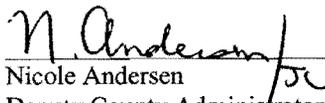
Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.



David A. Bretl
County Administrator/Corporation Counsel

11/6/15

Date



Nicole Andersen
Deputy County Administrator - Finance

11/6/15

Date

WALWORTH COUNTY EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of November 30, 2015, by and between Walworth County (the “County”), Wisconsin and Eric Nitschke (the “Employee”); and

WHEREAS, the County Administrator desires to appoint Employee as Director - Central Services and Employee is willing to render services to the County on the terms and conditions of employment set forth below.

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

1. Employment. The County Administrator appoints Employee as the Director - Central Services, and Employee accepts such appointment with the County upon the terms and conditions hereinafter set forth. Employee represents and warrants that neither the execution by him of this Agreement nor the performance by him of his duties and obligations hereunder will violate any agreement to which he is a party or by which he is bound. The County and Employee agree that his employment shall be at-will, which means that either party may, at any time, for any reason, decide to terminate the relationship. Employee may be removed at the pleasure of the County Administrator pursuant to this Agreement and section 15-6 of the Walworth County Code of Ordinances (“Code”).
2. Term. The term of employment hereunder shall be indefinite and shall commence on November 30, 2015. This Agreement shall continue indefinitely unless terminated by either party pursuant to paragraph 7 of this Agreement.
3. Duties. Employee is employed as the Director - Central Services of Walworth County and shall carry out those duties specified in the Code, as amended from time to time, and the job description, which may be amended from time to time at the discretion of the County Administrator, and in accordance with the Code.
4. Performance Evaluation. Annually, the County Administrator shall define such goals and performance objectives for Employee, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and performance objectives shall generally be obtainable within the time limitations specified, within the annual operating and capital budgets and appropriations provided by the County, and within the scope of authority of the position. Employee shall have an opportunity to present his ideas prior to the reduction to writing of the goals and objectives.

The County Administrator shall review and evaluate Employee’s performance at least once annually. The County Administrator shall provide Employee with a written summary statement of the annual performance evaluation.

5. Exclusive Services. Employee shall devote all necessary working time, ability, and attention to the business of the County during his employment with the County and shall not, directly or indirectly, render any material services of a business, commercial, or professional nature to any other person, corporation, or organization, whether for compensation or otherwise, without the prior disclosure to and prior consent of the County. At all times, Employee shall have the duty of loyalty to the County in the provision of his services under this Agreement.

6. Compensation. As compensation for services rendered pursuant to this Agreement, Employee shall be entitled to receive the following:

- a) Salary. The County shall pay Employee a salary at the rate of \$114,000 per annum (the "Salary"). The Salary shall be payable in accordance with the ordinary payroll practices of the County. Employee shall participate in the County's management "MX" pay plan and be eligible for salary increases in accordance with the County's performance-based pay plan.
- b) Benefits. Except as otherwise provided herein, Employee shall be permitted to participate in any and all employee benefit plans, including paid holidays, group term life insurance, disability insurance, retirement plan contributions, vacation and sick time, as may be in effect for department heads of the County. Employee acknowledges that provision of these benefits by the County is subject to change at any time with or without notice by the County, and that these benefits are provided solely at the County's discretion. However, the County agrees to provide benefits to Employee consistent with benefits provided to department heads of the County.
- c) Business Expenses. Employee is required to furnish his own automobile for business-related travel. Employee agrees to maintain a valid driver's license and maintain an adequate level of automobile collision insurance consistent with County policies. The County shall reimburse Employee for all business expenses incurred in the performance of his duties under this Agreement in a manner consistent with County policies pertaining to reimbursement of business expenses in effect at any relevant time. Consistent with the County's practices, an annual budget has been and will be established for Employee's incurrence of necessary business expenses such as mileage reimbursement for business use of his personal automobile, commercial travel needs, meal, lodging, and registration for seminars, conventions, membership dues, license fees and subscriptions to professional journals related to his work.

7. Termination. Employee's employment as the Director - Central Services may be terminated as follows:

- a) By the Employee. Employee may terminate his employment at any time for any reason by giving 30 days advance written notice of termination to the County Administrator. Employee shall receive any compensation and benefits

accrued to the last day actually worked, calculated in the same manner as department heads of the County and shall not be entitled to any compensation beyond the last day actually worked. The County Administrator may elect to relieve Employee of his duties under this Agreement prior to the expiration of the 30-day notice period, in which event the County shall pay the compensation otherwise due the Employee under paragraph 6a above for the remainder of the 30-day notice period in a lump sum. The Employee shall continue to receive benefits under paragraph 6b above for the remainder of the 30-day period. Continued compensation will not include any additional accrual of sick or vacation pay beyond the last day on which services are performed. Furthermore, if Employee requests to be relieved of his duties prior to the expiration of the 30-day notice period and the County Administrator agrees to release Employee from his duties under this Agreement, Employee shall not be entitled to any compensation beyond the actual day he ceases performing services under this Agreement.

b) By the County. The County Administrator may at any time, for any reason, remove Employee from the Director - Central Services position and terminate this Agreement subject only to the following notice provision. The County must provide Employee with 120 days advance written notice of termination or, in the alternative, must pay Employee any continued compensation including benefits as described in paragraph 6 for any reduction in the notice period. For example, if the County gives Employee 30 days advance written notice, it must then pay Employee 90 days continuing compensation and benefits. If the County gives Employee no advance notice of termination, it must pay him 120 days continuing compensation and benefits. Continued compensation will not include any additional accrual of sick or vacation pay beyond the last day on which services are performed. Notice and/or severance shall not be payable if discharge is due to gross misconduct or illegal activity by Employee.

If the County gives Employee advance written notice of termination and Employee requests to be released from his duties under this Agreement prior to the expiration of the advance notice, the County may, in its discretion, honor Employee's request, in which case the County will pay no continuing compensation to Employee after the last day actually worked.

c) Return from Non-FMLA Leave. Employee's employment under this Agreement shall be terminable by the County, with notice, as a result of his continued need for Non-FMLA leave beyond the time established under County Ordinance 15-729(c). Instead of moving to layoff status as identified in 15-729(c), this contract shall terminate, and the County shall provide Employee with 120 days continued compensation and benefits. Continued compensation will not include any additional accrual of sick or vacation pay beyond the last day on which services are performed, unless otherwise required by applicable law.

d) Death. Employee's employment under this Agreement shall terminate as a result of his death. The designated beneficiary or beneficiaries shall be entitled

to receive any due and owing compensation. The rights under the benefit plans of the County shall be determined in accordance with the terms and provisions of such plans.

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

If to the County: County Administrator
Walworth County Government Center
100 W. Walworth/P.O. Box 1001
Elkhorn, Wisconsin 53121

If to the Employee: Eric Nitschke
13024 West Cameron Ave
Butler, WI 53007

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

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

10. General Provisions.

a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

b) Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and, the remaining provisions hereof shall remain in full force and effect, and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

c) Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned by Employee.

d) Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements or/and understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the parties hereto.

RECEIVED
WALWORTH COUNTY CLERK
JUL 10 2015 9:53 AM

NOTICE OF CLAIM AND CLAIM FOR DAMAGES
Pursuant to Wisconsin Statute Section 895.80(1)(b)

This Notice must be served upon the appropriate clerk or the person who performs the duties of a clerk or secretary for the local governmental body. Either attach the previously served Notice of Injury or Circumstances to this Notice or provide the additional information which would have been provided in the Notice of Injury or Circumstances form.

Claimant Name(s): Alexei Strelchenko

Claimant Address: 4446 Snowy Ridge Trl, Windsor, WI 53598

Claimant Phone Number: (608) 535 8507

Itemized Statement of the Claim or Relief Sought, including proof of the amount of the claim by means of receipts or itemized estimates, and a specific dollar amount for settlement or alternative relief sought:

On Friday, July 10th, 2015, I went to the Walworth County Courthouse to request to receive a copy of civil case number 2015CV000441. I was told by the woman at the 3rd window from the right (whom I now believe to be Deputy Clerk, Katrina Olson) that I cannot get copies of this case and that these records are only available to the respondent or the petitioner. I knew this information to be incorrect based on my experience working as a Courthouse Auditor for the Wisconsin Supreme Court and also by the way the case is coded in the Wisconsin Circuit Court Access (WCCA) page online, but I decided to be cooperative and said that I will have the respondent come to request copies. The respondent, Melissa Kurer, was with me that day and did come to the same woman and asked for copies of court records. Once again, the woman at the window violated Wisconsin's open records law by denying Ms. Kurer access to the case. The excuse given to Ms. Kurer was that the records were in the judge's chambers. The only explanation I can deduce from this was that the woman at the window was most likely too lazy to go upstairs to retrieve the case. This is really unacceptable conduct of courthouse staff and goes against the spirit of Wisconsin's open records laws, as well as a courthouse's compliance with open records requests.

When I found out about this excuse for Ms. Kurer's denied access to the records, I went back to the same woman and respectfully asked to speak to her supervisor. A woman who verbally identified herself to be the supervisor did come to the window and did agree with me. I believe this supervisor woman to be the Walworth County Clerk of Courts, Sheila T. Reiff, based on the police reports I later received under an open records requests I filed after the encounter. The

woman who identified herself to be the supervisor asked the first woman go to the judge's chambers to retrieve the originally requested court records. The records were retrieved and they were making a copy of those records for me when I was approached by a deputy (I believe this to be Walworth County Deputy Cody Schwartz, based on his police report). The deputy stated he was there because he got a call that I was causing a "disturbance." I must say that I did not know that asking courthouse staff to do their jobs was considered criminal conduct in Walworth County. I am still unclear what the "disturbance" was. Was it asking to speak to a supervisor? Was the call to police an attempt at revenge towards me since the supervisor made the woman sitting at the 3rd window from the right go upstairs to the judge's chamber to retrieve the records I had respectfully requested? The deputy did not explain what the "disturbance" was or anything further regarding why he was there. He did ask for my ID, which I declined to provide since he had previously informed me that I was not under arrest and was free to go. When I declined to provide my ID, another officer came over (I believe this was Walworth County Deputy Kirk Dodge) and the same set of events happened. This deputy also asked to see my ID and I again declined. It was interesting how both peace officers were shouting at me in an effort to get me to "escalate" so that they could observe me causing a "disturbance," but I did not raise my voice. I just remained calm and asked if I was being detained or if I was free to leave. When they again informed me that I was not being detained and was free to leave (not under arrest), I again declined to present my ID.

The officers were not satisfied with my refusal to provide them my identification and continued to shout at me until one of them noticed that the time was 5:05PM. That is when they said that the courthouse is now closed. They stated to me that while I was not under arrest or being detained, because the courthouse is closed, they were going to escort me off the courthouse property. Outside, the deputies again asked for my ID, even though I was not under arrest. When I again politely declined to present my ID and asserted my 5th Amendment rights, they were increasingly agitated at my refusal and promptly decided to change their minds to prevent me from leaving the parking lot. This is when they decided that they would arrest me for disorderly conduct at the courthouse. The order to arrest me was given by a heavysset man in a white shirt (this could possibly be an individual identified only as "Capt Hall" in the police report, I know from serving as a correctional officer that Captains generally wear white shirts in law enforcement). Before giving the order for his deputies to jump on me, the man in the white shirt asked one of the other officers almost rhetorically; "Well, wasn't there a complaint of him being disorderly upstairs?" and when the officer said yes, a large group of them immediately slammed me against a van where Melissa Kurer was sitting in the backseat with my baby. I believe the three men that assaulted me without provocation were Deputy Cody Schwartz, Deputy Brody Fiedler, and Deputy Nicholas Yohanek. Luckily, Melissa Kurer was smart enough to tilt my dashcam to the right and into my direction before I was arrested. My dashcam records footage onto an SD card whenever the car is running and she had the car running to activate the air climate controls for the interior. You can see some footage recorded by the dashcam that day here: https://youtu.be/X576t1s_loI Please note the clarity and audio.

The arresting peace officers slammed my head on the van so hard that I had to be rushed by ambulance to a hospital for symptoms of internal bleeding later that evening (billing attached). Luckily, my head injury was just a concussion and not an active bleed in my brain. Also, upon being placed into their squad car, the deputy that was guiding me into the car purposely hit my head against the car and laughed at me as I yelled in pain. He said something to the effect of

“ohh nice one there,” though I was unsure if he was laughing at me yelping in pain or how he managed to purposely guide my head into the squad car. I am unsure which deputy did this because it is not reported in the police report, but it was the deputy that was charged with placing me into the squad car. Both incidents can lead to the deputies being charged with assault with a deadly weapon, the deadly weapon being the vehicle used to assist in assaulting me.

Since those assaults, I have had daily headaches and back pain from being slammed against a vehicle with the force of at least two full grown men. I was diagnosed with discogenic and have had to attend ongoing physical therapy for this debilitating back pain since the assaults. At times the sharp and shooting pain is so great that my back seizes up. I cannot stand, lie down, or pick up my baby without agonizing back pain. The pain at times is truly paralyzing. As a result, I am seeking medical damages, both actualized and projected. Currently, being approximately 120 days (4 months from the incident), I have racked up \$4,984.44 in submitted medical claims as a result of this incident. Please note that this does not include physical therapy as they have not yet submitted their billing to the insurance. However, I imagine those charges to be similar in expense to the clinical appointments that are itemized on the attached sheet.

Also, there is the matter of future projections of similar medical bills. Since it is unclear what those bills will be, and whereas the best predictor of future incidents is past incidents, we would have to use the existing billing information to project best estimates for anticipated expenses going forward. According to the Social Security Administration, I have approximately 52.4 years of life expectancy left (see attached). If during the past 1/3 of the year (120 days) I have accumulated \$4,984.44 of medical claims associated with the assault, this amount should be multiplied by 3 to project a whole year's worth of medical expenses, which totals \$14,953.32. This amount is then multiplied by the 52.4 years I have yet to live and this equals \$783,553.97.

Please note, this medical expense calculation does not include physical therapy as I have not yet received any billing information for this, and thus I cannot speculate as to those expenses and their longevity.

Furthermore, because of the damage to my reputation caused by these false charges based on libelous statements of the courthouse staff (mainly Breanna Blink, who I intend to sue for libel), I believe I may never be able to return to my former position of Supreme Court Courthouse Auditor, which paid roughly about \$51K per year (see attached letter of appointment). Since state employees retire with full pension at age 65, and whereas I was age 29 during the time such damages were caused and whereas the gap between the two numbers would comprise 36 years at \$51K per year, the total amount of lost wages I would be seeking would be equal to \$1,836,000. Please note this is without any projected raises or bonuses and also would not include any pension paid into my ETF account into retirement. This is a very conservative estimate at best. The statement she made is attached and is libelous – I have secured video evidence through open records of me in the courthouse that proves I was calm and orderly.

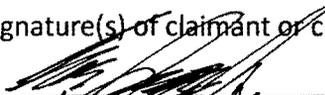
Lastly, I would respectfully request punitive damages at an amount of \$12,852,000 as a deterrent to prevent deputies of Walworth County from even engaging in such actions and activities ever again. This amount is seven times my lost wages and is congruent with my belief in how the Bible states that any monetary amount lost as a result of human sin should be repaid by the sevenfold.

In total, the itemized cost of damages I am seeking is as follows:

- 1) Actual medical damages to date: \$4,984.44
- 2) Projected medical expenses in the future (best estimates): \$783,553.97
- 3) Physical therapy costs: To Be Determined
- 4) Lost wages: \$1,836,000
- 5) Punitive damages at an amount of \$12,852,000

Total amount of damages sought: \$15,476,538.41

Signature(s) of claimant or claimant's agent:





Date: 11-6-15

Date: 11/6/15

[Social Security Online](#)[Office of the Chief Actuary](#)[Change Gender/Date of Birth](#)[Life Expectancy Home Page](#)[Retirement Planner](#)[Retirement Estimator](#)[Survivors Planner](#)[Other Things to Consider](#)[Apply for Benefits Online](#)

Retirement & Survivors Benefits



Life Expectancy Calculator

The following table lists the **average number** of additional years a male born on December 7, 1985, can expect to live when he reaches a specific age.

At Age	Additional Life Expectancy (in years)	Estimated Total Years
29 and 10 months ^a	52.4	82.3
62	24.0	86.0
67 ^b	19.9	86.9
70	17.7	87.7

^a Your current age.

^b Your normal (or full) retirement age.

Note: The estimates of additional life expectancy:

- do not take into account a wide number of factors such as current health, lifestyle, and family history that could increase or decrease life expectancy.
- are based on
 - the gender and date of birth you entered (your cohort) and
 - information from our cohort life expectancy tables. (Some of the information can be found in the 2015 Trustees Report.)

Estimate as of Friday November 6, 2015 11:26:32 EST.

Claim Details

Policyholder: HANNAH STRELCHENKO
Group Number: 9003970
Patient: ALEXEI N STRELCHENKO
Member #: 71309674790
Claim #: 8967798
Provider of Service: UW HOSPITAL & CLINICS
Processed Date: 08/26/2015

Procedure: -

Service Date	Submitted	Copay/ Co-ins.	Deductible	COB	Not Allowed	Allowed	Paid/Capitation
07/10/2015 - 07/10/2015	\$26.44	\$0.00	\$0.00	\$0.00	\$16.92	\$9.52	\$9.52

Procedure: 70450 - CT SCAN HEAD/BRAIN

Service Date	Submitted	Copay/ Co-ins.	Deductible	COB	Not Allowed	Allowed	Paid/Capitation
07/10/2015 - 07/10/2015	\$1129.00	\$0.00	\$0.00	\$0.00	\$722.56	\$406.44	\$406.44

Procedure: 99284 - EMERGENCY DEPT VISIT, LEVEL IV

Service Date	Submitted	Copay/ Co-ins.	Deductible	COB	Not Allowed	Allowed	Paid/Capitation
07/10/2015 - 07/10/2015	\$1599.00	\$75.00	\$0.00	\$0.00	\$1023.36	\$575.64	\$500.64

Submitted: \$2754.44
Copay / Co-ins: \$75.00
Deductible: \$0.00
COB: \$0.00
Not Allowed: \$1762.84
Allowed: \$991.60
Paid: \$916.60

Need help understanding these terms?

UNITY HEALTH INSURANCE
MEMBER PROFILE ALL DIAGNOSES
SERVICE DATE RANGE 07/10/2015 TO 09/10/2015

MEMBER NUMBER - 71309674790

NAME - ALEXEI N STRELCHENKO

ADDRESS - 4446 SNOWY RIDGE TRL
WINDSOR, WI 53598-9694

CLAIM #: 8806449 PROVIDER NAME: NAUGHTON, THOMAS M

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
99214 OFFICE OUTPT EST 25 MIN	7/10/2015	7/10/2015	\$220.00	\$18.35	\$0.00	\$0.00	\$36.51	\$183.49	\$165.14	8/5/2015
CLAIM TOTALS			\$220.00	\$18.35	\$0.00	\$0.00	\$36.51	\$183.49	\$165.14	

CLAIM #: 8839465 PROVIDER NAME: RYAN BROS AMB

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
A0429 BLS-EMERGENCY	7/10/2015	7/10/2015	\$590.00	\$59.00	\$0.00	\$0.00	\$0.00	\$590.00	\$531.00	8/5/2015
A0425 GROUND MILEAGE	7/10/2015	7/10/2015	\$152.00	\$11.13	\$0.00	\$0.00	\$0.00	\$152.00	\$140.87	8/5/2015
CLAIM TOTALS			\$742.00	\$70.13	\$0.00	\$0.00	\$0.00	\$742.00	\$671.87	

CLAIM #: 8879965 PROVIDER NAME: ROWLEY, HOWARD A

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
70450 CT SCAN HEAD/BRAIN	7/10/2015	7/10/2015	\$269.00	\$0.00	\$0.00	\$0.00	\$195.85	\$73.15	\$73.15	8/19/2015
CLAIM TOTALS			\$269.00	\$0.00	\$0.00	\$0.00	\$195.85	\$73.15	\$73.15	

CLAIM #: 8888148 PROVIDER NAME: KRAUT, AARON S

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
99284 EMERGENCY DEPT VISIT, LEVEL IV	7/10/2015	7/10/2015	\$475.00	\$0.00	\$0.00	\$0.00	\$273.83	\$201.17	\$201.17	8/19/2015
CLAIM TOTALS			\$475.00	\$0.00	\$0.00	\$0.00	\$273.83	\$201.17	\$201.17	

CLAIM #: 8967798 PROVIDER NAME: UW HOSPITAL & CLINICS

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
	7/10/2015	7/10/2015	\$26.44	\$0.00	\$0.00	\$0.00	\$16.92	\$9.52	\$9.52	8/26/2015
70450 CT SCAN HEAD/BRAIN	7/10/2015	7/10/2015	\$1129.00	\$0.00	\$0.00	\$0.00	\$722.56	\$406.44	\$406.44	8/26/2015
99284 EMERGENCY DEPT VISIT, LEVEL IV	7/10/2015	7/10/2015	\$1599.00	\$75.00	\$0.00	\$0.00	\$1023.36	\$575.64	\$500.64	8/26/2015
CLAIM TOTALS			\$2754.44	\$75.00	\$0.00	\$0.00	\$1762.84	\$991.60	\$916.60	

CLAIM #: 9019518 PROVIDER NAME: EDGOOSE, JENNIFER R

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
99214 OFFICE OUTPT EST 25 MIN	8/18/2015	8/18/2015	\$220.00	\$0.00	\$0.00	\$0.00	\$36.51	\$183.49	\$183.49	9/9/2015
CLAIM TOTALS			\$220.00	\$0.00	\$0.00	\$0.00	\$36.51	\$183.49	\$183.49	

CLAIM #: 9175196 PROVIDER NAME: CAPE, ROBERT E

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
99213 OFFICE OUTPT EST 15 MIN	9/10/2015	9/10/2015	\$152.00	\$0.00	\$0.00	\$0.00	\$27.64	\$124.36	\$124.36	9/30/2015
CLAIM TOTALS			\$152.00	\$0.00	\$0.00	\$0.00	\$27.64	\$124.36	\$124.36	

CLAIM #: 9185489 PROVIDER NAME: ALSUM, PAMELA B

PROCEDURE CODE & DESCRIPTION	DATE OF SERVICE FROM	DATE OF SERVICE TO	AMOUNT SUBMITTED	COPAY COINS	AMOUNT DEDUCT	AMOUNT COB	AMOUNT NOT ALLOWED	ALLOWED AMOUNT	AMOUNT PAID / CAPITATED	PROCESSED DATE
99213 OFFICE OUTPT EST 15 MIN	9/4/2015	9/4/2015	\$152.00	\$0.00	\$0.00	\$0.00	\$27.64	\$124.36	\$124.36	9/30/2015
CLAIM TOTALS			\$152.00	\$0.00	\$0.00	\$0.00	\$27.64	\$124.36	\$124.36	

REPORT GRAND TOTALS

\$4984.44 \$163.48 \$0.00 \$0.00 \$2360.82 \$2623.62 \$2460.14



Supreme Court of Wisconsin

DIRECTOR OF STATE COURTS
P.O. BOX 1688
MADISON, WISCONSIN 53701-1688

Shirley S. Abrahamson
Chief Justice

16 East State Capitol
Telephone 608-266-6828
Fax 608-267-0980

October 29, 2014

Alexei Strelchenko
4446 Snowy Ridge Trail
Windsor, WI 53598

Dear Mr. Strelchenko:

Thank you for accepting the position of Auditor for the Director of State Courts' Office of Management Services. This unclassified appointment is effective Monday, November 17, 2014 at a pay rate of \$51,001 annually. You will be required to serve a six-month probationary period.

This appointment entitles you to all authorized Wisconsin Court System fringe benefits in accordance with the provisions of our personnel policies. Information concerning these specific benefits will be provided to you by the court system's payroll and benefits office.

If you have any questions or concerns regarding your employment with us, please contact the Human Resources Officer, Margaret Brady. She can be reached at (608) 267-1940.

Welcome to the Wisconsin Court System. We hope that your employment will be both satisfying and rewarding.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Radloff".

Pam Radloff
Deputy Director of State Courts

cc: Pam Radloff
Brian Lamprech
Human Resources/Payroll

Friday July 10, 2015

At approx. 4:40pm a gentleman (M/W mid-late 20's, full beard, 6'2", approx. 215lbs) came to the front counter asking to see a file. Male had a 5 month old baby girl in an infant seat with him. Male subject had a case number. File location was in the Judge's office. The male subject refused to give his name or show proof of his identification. The male subject was advised to write a written request to view and make copies of the file. The gentleman left the lobby and came back with a female (F/W mid-late 20's, black glasses, medium length curly blond hair, 5'4", approx. 135 lbs). The female stated she wanted copies of a file, gave me a case number, the same number as the male subject. Female gave me her WI DL and verbally identified herself as Melissa Kurer. Photo on DL matched the female in front of me. I took the female's DL and went to speak to a Supervisor (Sheila), I explained to Sheila who she was and what she was requesting. I told Sheila that the file was upstairs in the Judge's office and she told me to tell the female that because the file was not available at this time to come back at a later time. The female said "ok no problem" and "thanks". The female went to the male and the male came back to the window stating he would like to speak to a Supervisor. Sheila came up to the window and asked if the female had her paperwork. The female stated she has not received any paperwork. Sheila asked the female if she has been served, the female stated "no". Sheila stated she would call the Sheriff's Dept and find out if they have the paperwork that the female could go there and pick up. Sheila advised the female to go to the Sheriff's Dept and she would receive copies of her paperwork. At that point the male subject got agitated and loud and said "no" and told the female to "run to the car". He told the female to "take the baby and run". The female took the infant in the infant seat and left. He then stated to Sheila that the female "is not going to accept service because the case will be dismissed without proper service". The male subject had his hands gripped to the counter and was becoming more argumentative. I asked Sheila if she would like Security and she stated "yes". I called both Deputy Lagle's extension as well as the Court Security extension with no answer. I went downstairs to the front entrance and told the officer in blue (Bob) that I needed a Deputy. He attempted to contact Court Security on the radio with no answer. Bob called the Sheriff's Dept and told them a Deputy was needed in the Clerk of Courts office for a male subject being disorderly. Officer Schwartz and Capt. Hall responded to the Courthouse. I spoke with both officers at the main entrance and told them the situation. Capt. Hall told Officer Scwartz to make contact with the male subject and he would try and make contact with the female in the parking lot.



Breanna Blink

ORDINANCE NO. 2015-O-1114

RECEIVED
WALWORTH COUNTY CLERK

ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE TOWN OF BLOOMFIELD
Tax key MB 3600009
N199 Williams Road

2015 NOV -9 AM 10: 55

THE TOWN BOARD OF THE TOWN OF BLOOMFIELD DOES HEREBY ORDAIN
AS FOLLOWS:

That the Zoning Ordinance for the Town of Bloomfield,
Wisconsin, is hereby amended by rezoning the following
described property,

PT SW 1/4 SEC 36 T1N R18E DESC AS: COM SW COR SE 1/4 SW 1/4 SEC 36, N 1330',
N89D37'E 1162.57' TO POB, N89D37'E 159.13' TO C/L RD, S10D01' W 267.81', N40D41'
W 182.96', N3D09' E 123.91' TO POB. EXC. HWY.

Tax parcel: MB 3600009

FROM

A-2 (Agricultural Land District)

TO

B-2 (General Business District)

as shown on the proposed rezone area map located at the
Town Clerk's office.

Pursuant to Sec. 66.0103, 61.50, and 985.02, Wis.
Stats., this Ordinance shall be effective after its
publication subsequent to its adoption, conditioned upon
the sale of the subject property to Vince Siegel, d/b/a
American Fireworks.

Adopted this 2nd day of November 2015.


Daniel Schoonover, Chairman

Attest: 
Cynthia Howard, Town Clerk

RECEIVED
WALWORTH COUNTY CLERK
2015 NOV -9 AM 10: 55

RESOLUTION NO. 2015-R-12

TOWN OF BLOOMFIELD

CONDITIONAL USE PERMIT

American Fireworks

N199 Williams Road, Genoa City, WI

WHEREAS, The Purchaser of real property described as:

PT SW 1/4 SEC 36 T1N R18E DESC AS: COM SW COR SE 1/4 SW 1/4 SEC 36, N 1330',
N89D37'E 1162.57' TO POB, N89D37'E 159.13' TO C/L RD, S10D01' W 267.81', N40D41'
W 182.96', N3D09' E 123.91' TO POB. EXC. HWY.

Tax parcels: **MB 3600009**

Has requested the aforementioned property be granted a conditional use; and

WHEREAS, The requested conditional use is to operate a retail fireworks store; and

WHEREAS, The Town of Bloomfield Plan Commission has meet with the Purchaser and held a public hearing with the Town Board on October 14, 2015.

WHEREAS, The at the aforementioned Town Plan Commission meeting the only party to speak on the topic was the Purchaser and having heard no objection to the conditional use at the public hearing the Plan Commission voted unanimously in favor of the condition use permit being granted in the form attached hereto; and

NOW, THEREFORE, the Town of Bloomfield does hereby resolve to grant this conditional use permit to the applicant as provided, subject to the following conditions:

- 1) Non-Transferable: An amendment to this Conditional Use Permit is required upon a change of the business plan as provided by "American Fireworks", business ownership, property ownership, or business location; and
- 2) Subject to Sale of Property to Vince Siegel: The Conditional Use Permit is restricted and issued solely to Vince Siegel, d/b/a American Fireworks, subject to the applicant taking ownership of the subject property.

Pursuant to Sec. 66.0103, 61.50, and 985.02, Wis. Stats., this Ordinance shall be effective the day after its publication subsequent to its adoption.

Adopted this 2nd day of November 2015.


Daniel Schoonover, Chairman

Attest: 
Cynthia Howard, Town Clerk

RESOLUTION # 98 - 15

1
2
3 TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE OCONTO COUNTY BOARD OF
4 SUPERVISORS

5
6 RE: **Resolution Supporting the Repeal of Statutory Provisions Enacted in the State of**
7 **Wisconsin 2015-2017 Budget Sections 1922B-1922L, 2015 Act 55 Concerning the Zoning of**
8 **Shorelands on Navigable Waters**

9
10 WHEREAS, the Wisconsin legislature approved the Water Resources Act in 1966 which created
11 Wisconsin Statutes 59.692 concerning the zoning of shorelands on navigable waters; thereby requiring
12 the Department of Natural Resources to promulgate minimum statewide standards and obligating
13 Counties to administer those standards on behalf of the State as required by Article IX , section 1 of the
14 Wisconsin Constitution; and

15
16 WHEREAS, during the debate over the Water Resources Act in 1966 Wisconsin Counties asked for, and
17 were granted, the obligation of protecting their jurisdictional waters to a standard befitting local resource
18 needs and local development patterns all the while maintaining a bare minimum standard, designed
19 primarily for already developed lakes and rivers, over the State as a whole. This regulatory scheme,
20 allowing for Counties to potentially regulate above and beyond bare minimum standards, recognized that
21 not all waters of the State were the same and struck a balance between conservation of finite resources
22 and growth of a community; and

23
24 WHEREAS, section 1922d of 2015 Act 55 reverses a regulatory scheme, which has been in place and
25 has been largely effective for more than 45 years, by requiring the bare minimum standard as the only
26 standard which can be utilized by a County and preventing a County with greater resource protection
27 needs to customize local regulations based on those local needs. The amendment in section 1922d
28 ignores that navigable waters vary across the State as does resource protection needs; and

29
30 WHEREAS, section 1922e of 2015 Act 55 takes away a County's ability to establish a vegetative buffer on
31 previously developed properties. This amendment removes a proven effective standard for protecting
32 waterways from the known detriments of developing along the shoreline. It is the only standard which
33 effectively maintained one of the primary purposes of the rules; to protect natural scenic beauty.
34 Protecting and establishing the vegetative buffer allowed for development along the shoreline but
35 mitigated its impacts. Without the vegetative buffer that balance between allowing growth and
36 conservation of a finite resource is disturbed; and

37
38 WHEREAS, section 1922f of 2015 Act 55 prevents a County from requiring an approval, or a fee, or
39 mitigating any impacts when repairing, rebuilding, or even vertically expanding a nonconforming structure.
40 This amendment seemingly disallows a County from following typical review and permitting procedures
41 followed for almost all other types of development in the County. It creates a dichotomy where a County is
42 obligated to regulate shoreland development but can't perform its obligations in these very common
43 development scenarios. This amendment prevents a County from mitigating the impacts of development
44 which usually takes place at close proximity to the water's edge where the potential for negative impacts is
45 greatest; and

46
47 WHEREAS, section 1922k of 2015 Act 55 removes an essential oversight role of the Wisconsin
48 Department of Natural Resources as a check in our system of checks and balances. This amendment
49 disallows the Wisconsin Department of Natural Resources to appeal a variance decision of a County
50 Board of Adjustment.

51
52 WHEREAS, draft bill LRB 2389 as currently proposed has the effect of repealing changes made by 2015
53 Act 55 to shoreland zoning standards.

54
55 NOW, THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approves
56 this resolution requesting the State Legislature repeal statutory provisions enacted in the State of
57 Wisconsin 2015-2017 Budget sections 1922b-1922l, 2015 Act 55, concerning the Zoning of Shorelands
58 on Navigable Waters and supports the adoption of draft bill LRB 2389 or similar legislation designed to

59 restore the County's ability to regulate above and beyond bare minimum standards and allow for Counties
60 with greater protection needs to customize local regulations based on those local needs; and

61
62 BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution to the
63 Governor of the State of Wisconsin, the Wisconsin Counties Association, all members of the state
64 legislature, and to each Wisconsin County.

65
66 Submitted this 22nd day of October, 2015

67
68 BY: Planning & Zoning Subcommittee

69
70 Ron Korzeniewski, Chairman,
71 Terry Brazeau, Vice-Chairman
72 Darrell Pagel
73 Ken Linzmeyer
74 David Christianson

75
76 Reviewed by Corporation Counsel:

76 Vote:
77 Ayes: 27 Nays: 2 Absent: 2

77 Cam 10.06.2015
78 Initials of Date Approved
79 Corporation
80 Counsel
81

STATE OF WISCONSIN } I, Kim Pytteski
County Oconto } do hereby certify
that the above is a true and correct copy of the
original now on file in the office of the County Clerk and
that it was adopted by the Oconto County Board of
Supervisors on this date.
Date: 10/22/15 Kim Pytteski
(Seal) } County Clerk

A resolution to Repeal the requirements of Act 55 related to Shore land Zoning

Whereas, Washburn County has been very proactive in Shore land Zoning issues in order to protect the future of our lakes, rivers, and streams and,

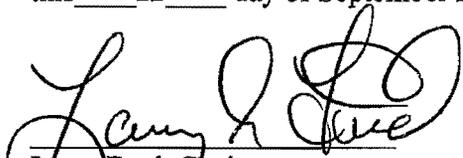
Whereas, Act 55 of the Wisconsin Legislature (the Budget Bill) took away local authority to create more restrictive zoning ordinances related to shore lands and,

Whereas, the Zoning Committee, The AG/LCC Committee and the Washburn County Board believe the concept of "one size fits all" is detrimental to our waters and way of life.

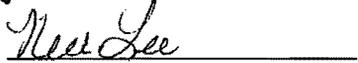
Therefore, be it resolved that Washburn County Board petition our Governor, our State Legislators and other counties in our State to repeal the requirements listed in Act 55 related to Shore Land Zoning;

Be it further resolved that, this request be sent to our Governor, our local legislators, and all counties in the State.

Respectfully submitted by the Washburn County Zoning and AG/LCC committees, dated this 22 day of September 2015.


Larry Ford, Chair

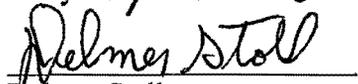

Michael Bobin


Nell Lee

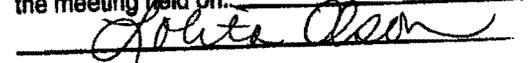

Susan Hansen


Terry Leckel Jr.


Thomas Ricci


Delmer Stoll

Motion: Bobin Second: Esser
(Voice) (Roll) vote: Yes 14 No 6

I, Lolita Olson, as County Clerk, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the County of Washburn at the meeting held on: October 20, 2015


LANGLADE COUNTY



RESOLUTION # 62-2015

INTRODUCED BY: EXECUTIVE/LEGISLATIVE COMMITTEE

INTENT: SUPPORT EFFORTS TO REPEAL OR AMEND CHANGES TO SHORELAND ZONING STANDARDS AS CONTAINED IN THE 2015-2017 STATE BUDGET (ACT 55)

WHEREAS, with the passage of the 2015-2017 State Budget (Act 55), the manner in which counties can regulate shoreland zoning changed dramatically and these changes were made without the opportunity of public comment; and

WHEREAS, now in addition to other restrictions, counties cannot enact or enforce shoreland zoning provisions stricter than the state standards, or require approval, fees, or mitigation for many aspects of repairing, replacing, or reconstructing non-conforming structures close to the water; and

WHEREAS, the Committee supports the call to action for the State Legislature to either repeal or amend this new law before the end of this year, as set forth in the "Action Alert" from the Polk County Association of Lakes and Rivers (PCALR) and Wisconsin Lakes (a statewide nonprofit organization dedicated to conserving, enhancing and restoring Wisconsin's lakes by fostering responsible lake stewardship and by promoting effective, beneficial environmental public policy); and

WHEREAS, the major changes to the Shoreland Zoning Law in Act 55 – *eliminating county local control to be stricter than the state minimum standards and reducing oversight on non-conforming structures* – prevent local property owners and citizens of that county from determining for themselves what, if any, protections beyond the state minimums are needed to protect their lake; and

WHEREAS, Langlade County has had a waterways classification system in effect since 1998 and these new rules take away this system and our local control of the county's waterways, with no input from the general public; and

WHEREAS, neighboring property owners and the general public may be negatively impacted, specifically as it relates to property values, erosion and runoff from the site, substandard sanitary impacts, increased flooding issues, aesthetics and overall enjoyment of the County's waterways; and

WHEREAS, the Committee supports a call to action by: contacting our legislators to request legislative action before the end of this year (the legislature only scheduled to be on the floor this fall from October 20 – November 5); letting local media know this is an issue that needs comprehensive coverage and reporting, and educating the public about how the County's shoreland zoning has protected and enhanced our lakes, rivers and streams; and

WHEREAS, the Committee supports the “Action Alert” message and talking points, as follows:

- Not all lakes in all parts of the state are the same, and counties deserve the “local control” to go beyond the state standards in their shoreland zoning ordinances if they see fit.
- The shoreland zoning regimen of county local control to go beyond the state’s reasonable minimum standards has been effective and fairly balance lake health with development for over four decades.
- The state’s standards for shoreland zoning were designed to be minimums – it says so right in the purpose – and won’t adequately protect all lakes in the state.
- Shoreland zoning keeps property values up by keeping water quality high.
- Ask yourself – what is the value of high quality lake to you and your family?
- Changes to decades old law should be made in the light of day with opportunity for public comment – not shoved through a budget process at the last minute.

WHEREAS, State organizations including the Wisconsin Counties Association, Wisconsin County Code Administrators, Wisconsin Land and Water Conservation Association, and Wisconsin County Planning and Zoning Directors (attached hereto) have gone on record supporting the repeal of Paragraph 23 of Motion Number 520 of the 2015-2015 budget bill, and request that these issues be addressed through the normal legislative process to allow for important input from the general public regarding managing development activity around our state waterways.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Langlade County Board of Supervisors to support the call to action for the State Legislature to either repeal or amend the changes made to shoreland zoning as contained in the 2015-2017 State Budget (Act 55) before the end of this year; and

BE IT FURTHER RESOLVED, that the Langlade County Clerk is directed to send a copy of this Resolution to members of the State’s Joint Finance Committee, Governor of the State of Wisconsin, State Senators and Representatives serving Langlade County constituents, the Wisconsin Counties Association, and each County in the State of Wisconsin.

EXECUTIVE COMMITTEE:

David J. Solin, Chairman

Ronald M. Nye

Michael P. Klimoski

Douglas Nonnenmacher

Holly Matucheski

FISCAL NOTE: No fiscal impact.

ADOPTED BY THE COUNTY BOARD OF LANGLADE
COUNTY THIS 27th DAY OF October, 2015.

Judy Nagel, Langlade County Clerk

RECEIVED
WALWORTH COUNTY CLERK
2015 OCT 30 AM 11:40

Wassel, Harvey & Schuk, LLP

WASSELHARVEYSCHUK.COM
TELEPHONE: (262) 728-0700 | FAX: (262) 728-0300

STEVEN R. WASSEL | STEVEN C. HARVEY | BRIAN A. SCHUK | MARA C. SPRING

Walworth County Board Supervisors
PO Box 1001
Elkhorn, WI 53121

RECEIVED

OCT 30 2015

October 22, 2015

WALWORTH COUNTY BOARD

Re: Willow Run Condominium Association

Dear County Board Supervisors,

My office acts as general counsel for Willow Run Condominium Association, a condominium campground located in Sugar Creek ("Park"). The Park was constructed back in 1983, and as one could imagine, the park has attempted to adapt to the ever-changing consumer demand. Recently the Park has begun discussing affordable Quality of Life Investments with the Land Management Department that previously would not have been considered do to the expense of the materials needed and the cost of constructing them. Today these Quality of Life Investments are more affordable and almost disposable. However, the addition of some of these structures to one's Unit would be considered a violation of the Walworth County Zoning Code. Today we are proposing that Walworth County's Zoning Code be modified to permit the use of these Quality of Life Investments. The proposal is for the Land Use and Resource Management Department to make changes for the following areas:

1. Auxiliary Storage Units/Sheds
 - a. Auxiliary Storage Units/Sheds shall not exceed a footprint larger than 150 sq/ft;
 - b. No Auxiliary Storage Units/Sheds shall exceed 11 feet in height, measured at grade;
 - c. Essential Service Structures are not included in the square footage limitations;
 - i. The structures may be constructed to protect essential services from the weather;
 - ii. The structure is not to be used for additional storage; and
 - iii. The structure may not exceed the necessary square footage to protect and store the Essential Services.
2. Gazeboes
 - a. Gazeboes shall not require a permit in campground zoning;
 - b. Gazeboes shall not be included in the outdoor deck square footage if not installed on a raised surface and complies with the following:

DELAVAN: 1034D ANN ST., PO BOX 524, DELAVAN, WI 53115

MUSKEGO: W184S8366 CHALLENGER DR., MUSKEGO, WI 53150

- i. Shall not exceed 150 sq/ft.
 - ii. Side wall components shall be constructed of fabric or shall be open sided;
 - iii. The roofing material shall consist of fabric and shall provide for zero dead load, live load and snow load, except for the skeleton of the roof; and
 - iv. All fabric shall be removed from November through March.
3. Retaining Walls
 - a. Retaining Walls shall be allowed structure and regulated through the Conditional Use Permitting Process.
4. Fences
 - a. Fences in the campground zoning shall be limited to dog and essential services fencing;
 - b. Dog fencing shall not to exceed a 15x15x3 dimension;
 - c. Essential Services fencing shall not exceed the necessary dimensions and height to conceal the services.
5. Accessory structures
 - a. Be permitted and managed through the Conditional Use Permitting Process.
 - b. The Accessory structures need not be attached to the Park Models, however, they would be limited in size to square footage of the then permitted Main Structure/RV.

Having had extensive discussions with Walworth County Staff, and reviewing multiple large box stores, I believe these changes will provide our members and many of Walworth County's residents the unencumbered ability to enjoy these new Quality of Life Investments that now exist.

I would ask that the Walworth County Board request the Land Use and Resource Management Department to review the Walworth County Zoning Code and propose necessary changes to that Code to effectuate the necessary changes requested above.

Sincerely,



Brian A. Schuk

hsr

cc: Willow Run Condominium Association

**OUTAGAMIE COUNTY BOARD MEETING
OCTOBER 27, 2015**

RESOLUTION NO. 62—2015-16

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

RESOLUTION NO. 62—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	Absent	VANDENHEUVEL	YES	27. CULBERTSON	YES
4. PATIENCE	YES	16. LEMANSKI	Absent	28. STURN	YES
5. IVERSON	YES	17. GROAT	YES	29. BUCHMAN	YES
6. STRENN	YES	18. SPEARS	YES	30. GRIESBACH	YES
7. HAMMEN	Absent	19. STUECK	YES	31. THERN	YES
8. KRUEGER	Absent	20. THOMAS	YES	VANDERHEIDEN	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 11	Passed (30 Y - 0 N - 0 A - 6 Absent)			Majority Vote	>

RESOLUTION NO.: 62—2015-16

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

1 LADIES AND GENTLEMEN:

MAJORITY

2 AB 90 reorganizes each chapter of the criminal code procedure. The attorney general
3 has expressed concern regarding the expedited discovery provisions that remain in the
4 bill, the lack of adopting technology innovations such as electronic signatures, electronic
5 filing and electronic discovery, and changes to the subpoena process that expand the
6 ability to obtain private documents from crime victims and third parties, which could
7 include victim service agencies. The expansion to the subpoena process could subject
8 victims to uncontrolled access into their private records, such as treatment and health
9 care records. The burden would be on the victim or other third parties to take legal
10 action to protect their privacy. This resolution opposes expansion to the subpoena
11 process as proposed in AB 90.
12

13 NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
14 adoption of the following resolution.

15 BE IT RESOLVED, that the Outagamie County Board of Supervisors does oppose any
16 legislation expanding the subpoena process, and

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

20
21 Dated this 24th day of October 2015

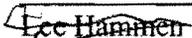
Respectfully Submitted,

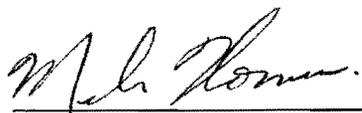
PUBLIC SAFETY COMMITTEE

22
23
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26
27 
28 James Duncan



Katrin Patience

29
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Eric Hammer



Mike Thomas

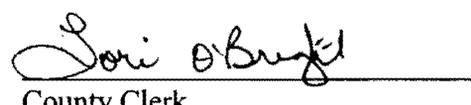
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Tony Krueger

Duly and officially adopted by the County Board on: October 27, 2015

Signed: 
Board Chairperson


County Clerk

Approved: 10.30.15

Vetoed: _____

Signed: 
County Executive



Emergency Resolution
RESOLUTION OPPOSING 2015 SENATE BILL 294,
DISMANTLING THE GOVERNMENT ACCOUNTABILITY
BOARD

1 WHEREAS, the Government Accountability Board was established in the State of
2 Wisconsin in 2007; and

3
4 WHEREAS, the Government Accountability Board is a non-partisan body that
5 administers and supervises elections, ethics, campaign financing, and lobbying regulation; and

6
7 WHEREAS, currently the Government Accountability Board is under the direction and
8 supervision of a board of six members who are former judges who serve staggered, six year
9 terms; and

10
11 WHEREAS, 2015 Senate Bill 294 proposes to eliminate the Government Accountability
12 Board and replace it with an Elections Commission, which would administer and supervise
13 elections, and an Ethics Commission, which would administer and supervise ethics, campaign
14 financing, and lobbying regulation; and

15
16 WHEREAS, the proposed Elections Commission would consist of partisan leaders from
17 the senate and assembly in addition to former municipal or county clerks; and

18
19 WHEREAS, the proposed Ethics Commission would consist of partisan leaders from the
20 senate and assembly; and

21
22 WHEREAS, the dismantling of the Government Accountability Board could lead to
23 corruption in elections, ethics, campaign financing, and lobby regulation based on the partisan
24 make-up of the proposed Elections Commission and Ethics Commission.

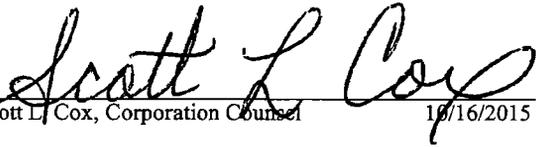
25
26 THEREFORE, be it resolved that the Administration Committee of the St. Croix County
27 Board of Supervisors opposes 2015 Senate Bill 294, which would dismantle the Government
28 Accountability Board.

29
30 FURTHER be it resolved that a copy of this resolution be sent to all area legislators and
31 all county clerks in Wisconsin.

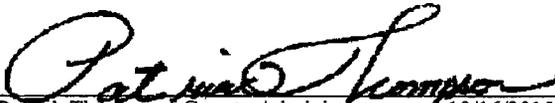
Legal – Fiscal – Administrative Approvals:

Legal Note: None

Fiscal Impact: None.


Scott L. Cox, Corporation Counsel 10/16/2015

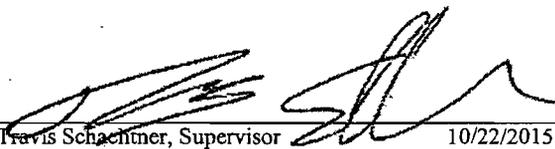

Robert Mittet, Interim Finance Director 10/16/2015


Patrick Thompson, County Administrator 10/16/2015

10/21/15

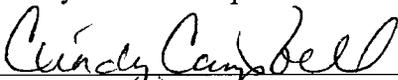
Administrative Committee Approved

Vote Confirmation.


Travis Schachtner, Supervisor 10/22/2015

STATE OF WISCONSIN
COUNTY OF ST. CROIX

I, Cindy Campbell, St. Croix County Clerk, do hereby certify that the foregoing is a true and correct copy of the Emergency Resolution Opposing 2015 Senate Bill 294, Dismantling the Government Accountability Board, adopted by the Administration Committee of the St. Croix County Board of Supervisors at the meeting held on October 21, 2015.


Cindy Campbell, St. Croix County Clerk



Walworth County - Anti-Human Trafficking Program
Lidbury, Christine - WWC
to:
kbushey@co.walworth.wi.us
11/09/2015 11:10 AM
Show Details

1 Attachment



image001.jpg

Ms. Bushley, I was hoping this could be sent to members of the County Board's Human Services Committee/Board. Thank you.

A program for the Walworth County area targeted at organizations/services/programs that may come in contact with human trafficking victims or survivors in their course of their work. Please share with leaders and other professionals from social service, community-based, faith-based, government and related organizations in your area that may be interested in this opportunity.

FREE PROGRAM
[Click Here to Register](#)

HUMAN TRAFFICKING IN WISCONSIN BUILDING RESOURCES FOR HOPE FILM SCREENING & PROGRAM

*You're
Invited!*

November 17, 2015 • 9:30 AM –12:00 PM
WALWORTH COUNTY GOVERNMENT CENTER
100 W. Walworth Ave., Elkhorn, WI

Hosted by Open Arms Free Clinic and UW-Extension

Register Online: <https://ElkhornHumanTraffickingProgram.eventbrite.com>

Very Young Girls is a critically acclaimed film exposé of human trafficking that follows young teen girls as they are seduced, abused, and sold on New York's streets by pimps, and treated as adult criminals by the justice system. The film follows the girls through the GEMS program survivor and recovery program founded by human trafficking survivor Rachel Lloyd. Unprecedented access to girls and pimps will change the way law enforcement, the media, and society as a whole look at sexual exploitation and human trafficking that is happening right in our own backyard.

Runtime: 53 min



VERY YOUNG GIRLS

Does your organization offer services such as:

- 
Crisis Response
- 
Shelter Options
- 
Food/Meal Programs
- 
Clothing & Necessities
- 
Healthcare Services
- 
Counseling & Advocacy
- 
Life Skills Training
- 
Childcare Programs
- 
Legal Services

Find out about Wisconsin's partnership with the National Human Trafficking Resource Center (NHTRC), get registered for the NHTRC Hotline, and be part of building a community of Wisconsin-based organizations working to ensure anyone seeking help, support and/or services can quickly

REGISTER TODAY!

Christine Lidbury
Executive Director

Wisconsin Women's Council
State of Wisconsin
101 East Wilson, Madison, WI 53703
608.266.2219 p
608.264.9500 f
Visit us at <http://womenscouncil.wi.gov>

The Wisconsin Women's Council, established in 1983, is state government's statutory commission on the status of women and girls in Wisconsin. The 15-member Council is appointed by the Governor and Legislative Leaders.

E-mail correspondence to and from this address may be subject open records law and may be disclosed to outside parties.

**WALWORTH COUNTY BOARD OF SUPERVISORS
PUBLIC BUDGET HEARING
OCTOBER 29, 2015**

The meeting was called to order at 6:02 p.m. by Chair Russell at the Walworth County Government Center, 100 W. Walworth St., Elkhorn, Wisconsin.

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

Approval of the Agenda

On motion by Supervisor Brandl, second by Supervisor Schaefer, the agenda was approved by voice vote.

Motion to Convene as “Committee of the Whole”

Supervisor Stacey made a motion, second by Supervisor Schaefer, for the Board to convene as a “Committee of the Whole.”

A roll call vote was conducted. Total votes: 10. Ayes: 10 – Brandl, Brellenthin, Kilkenny, Monroe, Schaefer, Stacey, Staples, Weber, Yvarra, and Russell; Noes: 0; Absent: 1 – Ingersoll. The Board convened as a “Committee of the Whole”.

Finance Committee Chair to Conduct Public Budget Hearing

Chair Russell turned the meeting over to Nicki Andersen, Deputy County Administrator-Finance. Andersen stated Jessica Conley, Comptroller will be conducting the presentation. She expressed appreciation to all Department heads and supervisors for their involvement with the 2016 Budget.

Presentation of the Executive Summary:

Ms. Conley gave an overview of the 2016 Preliminary Budget. She said Walworth County once again is proposing a conservative budget that results in a tax levy increase of 0.65% over last year. She noted this year a lot of attention focused on the capital plan, with several large projects being highlighted. She provided an overview of the budget process.

Conley provided a comparison of the county’s total tax levy to the consumer price index (CPI) which shows the county tax levy continues to be below inflation. She said the county’s equalized value with tax incremental financing (TIF) districts is equal to \$13.4 billion. She stated the county’s equalized value without TIF districts increased by an average of 0.71%, and this increase is the 16th lowest in the state as other counties have begun to recover faster. While twenty one counties have fully recovered and are exceeding the high values of 2009, Walworth County ranks the third worst in its recovery. Conley said the average total county mill rate in 2014 was \$4.71 compared to \$4.70 in 2015, a decrease of about 1 cent per thousand of equalized value or a 0.21% average mill rate decrease.

Conley provided an example of how to calculate the county portion of the property tax bill. She stated the county portion of the tax bill is approximately 24% of the total tax bill, and depending on the municipality in which you reside, this portion can be as low as 6% or as high as 36%. She said the county portion of the total tax bill can include between two to four parts, which are Library, Debt Service, CDEB, and Operating. She stated the 2016 total levy is \$61.5 million or approximately \$400,000 more than last year.

Conley gave an overview of budget strategies that have allowed the county to get where we are today and highlight some of the new capital plans which were made possible due to the savings that resulted from past strategic moves. She stated the county has saved almost \$700,000 of interest costs by making early payments in the last seven years. The next allowable opportunity to call debt will not occur until 2017. Conley then focused on Lakeland School/CDEB history stating all remaining out of district teachers will be transitioned to the school districts per the County's original agreement which ends with the 2015-2016 school year. A reduction of four FTEs will occur in January of 2016, and a net of 1.5 additional teacher positions will be reduced with the second semester in 2016. The overall FTE reductions indicate a substantial decrease over 10 years. By the summer of 2017, CDEB will have fulfilled its' financial commitment related to the original transfer of service agreement. The early transitioning of positions to the districts has allowed excess savings be set aside each year to help fund the bonds used to pay for the new building. The twenty year repayment schedule now appears to have a strong chance to be paid off completely within ten years. Currently, \$7.5 million has been accumulated, which will fund 72% of the outstanding debt eligible to be called beginning in 2017 and 2018.

Conley said in 2008, outstanding debt was over \$50 million. At the end of 2015, the outstanding debt is already less than 40% of this at \$20.4 million. The county continues its conservative approach, making careful plans with its various saving accounts to keep this county well maintained, while issuing no new debt into the foreseeable future.

Conley stated with all outstanding debt service now paid for the Lakeland Health Care Center (LHCC) building, the decreased levy needed for the debt payments will fund a number of new initiatives. These initiatives include a new memory care connector, scheduling position, part-time RN supervisor, Certified Medication Assistant, Behavior Management Specialist, and the Housewide Enrichment Facilitator position.

Conley discussed the county's Other Post Employment Benefits (OPEB), which are the liabilities to fund retirement health benefits. She said the existing OPEB investment asset ensures no need for additional tax levy funding.

Conley stated savings from operations each year have been strategically placed in various accounts to save for future purchases. Between 2003 and 2011, road construction and large building construction projects were paid for with debt. She said this is no longer the case, with no new debt service plans in the five year capital plan. She said the current road construction plan results in a relatively constant annual levy impact of approximately \$2.7 million. She outlined the planned additions and uses for the \$4.7 million road and bridge construction contingency committed fund balance account. These additions and uses include the replacement of county bridges beginning in 2017, replacement of six Public Works vehicles, renovation/expansion of the Public Works garage facility, proposed renovation and addition to the Health and Human Services building, the Sheriff's Office communications study to identify long term solutions to radio communication needs throughout the county, energy efficiencies by replacing lighting in the jail with LED light fixtures, and park initiatives.

Conley provided an overview of the 2016 Preliminary Expenditures. She said wages and benefits make up almost half of the county's budget. The county is beginning a market study by an outside party, which is expected to be ready for County Board action for potential recommendations and inclusion into the 2017 budget process. The total cost of wages and benefits has risen by 5.1% over the last 9 years. She stated the county's health costs have remained relatively stable due to changes made to the county's self-insured plan. She said 2016 includes a new health plan network option and additional incentives in HSA contributions for employees to select the high deductible plan. A financial incentive program will also be implemented to encourage employees to do their research and select the best quality/lowest cost health care facilities for certain procedures and hospital stays.

Conley gave an overview of the 2016 Preliminary Revenues. She stated the county's tax levy supports 43% of the county's expenditure budget. In comparison to 2008, the tax levy supported 34% of the total budget. She said the county relies more heavily on the tax levy due to the numerous revenue reductions. She stated the county's 0.5% sales tax has seen a major recovery. The 2014 sales tax was the highest sales tax revenue the county has seen and 2015 also anticipates a healthy revenue projection, which may be an indication that either the county is seeing improved economic conditions or the results in changes to the application of sales tax to some internet purchases.

Conley also provided an overview of upcoming Information Technology Initiatives and stated the 2016 budget begins to include new cloud computing services for the payroll and general ledger systems while allowing for continued operations in the event of a disaster that causes outages for prolonged periods. She said another major IT project relates to an upgrade of the network infrastructure, which will begin upgrading the wired network switching equipment in the data center and all seven buildings.

Conley stated Walworth County remains committed to providing court programs such as the OWI court and the drug treatment court to assist with reducing time spent in jail without compromising public safety. The Clerk of Courts has added a 0.5 FTE position to assist with meeting the needs of the treatment court program. The circuit court commissioner position has been increased to a full-time position. She said the county is working towards better internet access for the court systems to provide administrative relief to the District Attorney's office. The District Attorney plans to reduce an administrative support position and utilize the county levy funds for an additional district attorney position, which will be employed through the State.

Conley gave an overview of the county-wide full time equivalents and stated that during 2015, 10.1 FTEs were added through County Board actions and by yearend 2016; the net change will be a 2.05 decrease.

Conley gave an overview of a number of reclassified positions which will occur through the county in 2016. Health and Human Services is eliminating two economic support positions, while HS will be creating two Specialist III positions. A new public health preparedness coordinator will be created effective mid-year which is budgeted to be funded by 50% grant funding. LHCC will be eliminating nine part time Certified Nursing Assistant positions and replacing them with pool staff. Land Use and Resource Management will eliminate one position effective mid-year.

Conley gave an overview of the expenditures by department. She said the largest change relates to the capital plan spending as the county looks for ways to reduce future operational costs. She also gave an overview of the tax levy allocation by department.

Conley stated the 2016 Walworth County Budget will be adopted on November 10, 2015. The 2016 Preliminary Budget increased the total tax levy 0.65% from last year. She gave a brief explanation of the handout on Calculating Your Estimated Walworth County Tax.

Conley concluded the presentation by stating the 2016 Walworth County Preliminary Budget is available for review in the County Clerk and Finance offices and the county website (www.co.walworth.wi.us).

Administrator Bretl stated the purpose of this meeting is to hear from the public as to any concerns or comments they may have regarding the budget. He said tonight's presentation provides another opportunity for the public to review the budget.

Public Comments and Questions

There were none.

Motion to Close Public Hearing

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

Chairperson's Report

Chair Russell stated the agenda for the November 10, 2015 County Board meeting was distributed at tonight's meeting.

Adjournment

On motion by Supervisor Monroe, second by Supervisor Schaefer, the meeting adjourned at 6:36 p.m.

STATE OF WISCONSIN)
) SS
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the October 29, 2015 Public Budget Hearing.

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