

THE JANUARY 11, 2005 SESSION
OF THE
WALWORTH COUNTY BOARD OF SUPERVISOR'S
COMMITTEE OF THE WHOLE

The Walworth County Board of Supervisor's Committee of the Whole was called to order by Chairperson Lohrmann at 5:00 p.m. in the County Board Room at the Walworth County Courthouse, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was taken and all Supervisors were present except Supervisors Downing, Kuhnke, Lein, and Wagie-Troemel. A quorum was established.

Roundtable with legislators to discuss issues of interest to the County

Chair Lohrmann turned the meeting over to Vice-Chair Larry Hilbelink to conduct the Committee of the Whole.

Vice-Chair Hilbelink introduced Representative Lothian and Representative Towns by reading their individual biographies.

State Assemblyman Thomas A. Lothian represents the 32nd Assembly District. Tom's constituents live in the eight townships, six villages and two cities in the southern half of Walworth County and Wheatland Township in Kenosha County. Tom was elected to his first two-year term in the state legislature in the fall of 2002 and was re-elected to that post in the fall of 2004.

State Representative Debi Towns was first elected in 2002 to represent the 43rd Assembly District, which includes the city and town of Whitewater in Walworth County as well as villages and cities in twelve townships in Rock County.

Vice-Chair Hilbelink welcomed Mr. Lothian to the meeting. Representative Towns had not yet arrived. Hilbelink began the discussion by asking Lothian where things are going with the TABOR issue. Lothian said that all of the bills that were in existence before have to be reintroduced as they died when the legislature was finished. Lothian said that the legislature never did have a TABOR bill go through the entire legislative process and get to the floor for a vote; but, it is out there and it will come back.

Supervisor Morrison asked Lothian how the State-Federal Relations Committee, which he is currently serving on, would benefit our State and our County. Lothian said the committee, although new for him, has been an ongoing committee and that it would deal with Federal funds in regard to the IGT funds for nursing homes and also transportation funds.

Chairperson Lohrmann asked Lothian where the State could tighten their belts to cut spending. Lothian said that the legislature could be more frugal with their funds. There is a move to reduce staff for legislators. Lothian said he has suggested that the number of blue books be reduced to each representative and he has also turned back funds at the end of the year for expenses not used.

Supervisor Weber asked about paring down the number of State employees. Lothian said the State has eliminated some vacant positions and combined some departments to cut department heads. There is also a move to blend in the Capitol Police with the State Highway Police and do away with some administration.

In response to Supervisor Burwell's concern regarding in-fighting in the legislature and doing what is best for the State of Wisconsin, Lothian said that there is a bi-partisan base and they are working together more.

Debi Towns arrived at the meeting. Towns said she would concur with Lothian that most of the legislature is working together.

Supervisor Russell asked about taxes and the loss of school aids, which makes our property taxes higher. Lothian said that property values are high in Walworth County. If equalized value is high compared to the number of students we have, then the school district gets less aid from the State and puts more of the burden on property taxes. Towns said that the reason for the drop in funding for the schools was not only the property wealth in the State but that the State moved away from 2/3 funding of schools. Towns said that other reasons could be local referenda.

Supervisor Arnold said that a recent Wisconsin Taxpayers Alliance pamphlet said that Wisconsin was rated at 50th for places to retire in the country and asked if this issue was being addressed to keep retirees here in the State. Lothian said there are three bills out impacting this issue. One bill is regarding income tax relief on social security. There is another bill to reduce tax on investment retirement income and another for medical expense exemption.

Supervisor Russell asked both Lothian and Towns about their positions on shifting some of the property tax to the sales tax and whether it should be raised to keep property taxes lower. Lothian said he is against any tax increase. Towns said she is against tax shifting because after a couple of years the tax is back up again.

Chair Lohrmann said that Scott Walker, Milwaukee County Executive, issued a statement about seeking legislation to extend a qualified economic offer to other public sector employees to reduce the tax burden imposed by collective bargaining. Towns said there is a lot of discussion about costs of government and government costs are primarily people related, but she has not heard of seeking a qualified economic offer. Lothian said he has not seen or heard anything about that and does not feel it would work.

Vice-Chair Hilbelink thanked Representatives Towns and Lothian and Chairperson Lohrmann returned to the Chair.

On motion by Supervisor Arnold, seconded by Supervisor Ketchpaw, the Committee of the Whole adjourned at 5:55 p.m.

Kimberly S. Bushey
County Clerk

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 Supervisor's Committee of the Whole for the January 11, 2005 meeting.

THE JANUARY 11, 2005 SESSION
OF THE
WALWORTH COUNTY BOARD OF SUPERVISORS

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

Father Terry Huebner, St. Francis de Sales Church, Lake Geneva, delivered the invocation.

All Supervisors were present except Supervisors Downing, Kuhnke, Lein, and Wagie-Troemel. A quorum was established.

Amendments, Withdrawals, and Approval of Agenda

On motion by Supervisor Schaefer, seconded by Supervisor Lightfield, the agenda was approved.

Approval of the Minutes

On motion by Supervisor Morrison, seconded by Supervisor Waelti, the minutes of the December 14, 2004 Walworth County Board of Supervisors' meeting were approved.

Comment Period by Members of the Public

There were no comments at this time.

Appointments/Elections

1. Civil Service Commission
 - Thomas Cotter – Term ending December 31, 2009
2. Veterans Service Commission
 - Les Allen – Term ending December 31, 2007

On motion by Supervisor Lightfield, seconded by Supervisor Van Dreser, Thomas Cotter was reappointed to the Civil Service Commission and Les Allen was reappointed to the Veterans Service Commission.

Communications and Matters to Be Referred

1. Claims Received After Agenda Mailing – There were no claims received after the agenda mailing.
2. Claims:
 - a) Summons & Complaint – Michael Reiter vs David W. Bickford and Walworth County was referred to the Executive Committee.
 - b) Notice of Injury & Claim – Richardo Gabino was referred to the Executive Committee.
3. Correspondence and sample resolution from WCA regarding advisory referenda questions for the April ballot on State mandated costs was referred to the Executive Committee.
4. Communication and Town of Bristol Resolution 22-04 authorizing participation in the preparation of a Cooperative Plan was referred to the Land Conservation Committee.
5. Communication from SEWRPC and Amendment to the Regional Water Quality Management Plan-Sanitary Sewer Service Area for the City of Lake Geneva (approved at December 14, 2004 County Board meeting) was placed on file.
6. Communication from District Attorney Phil Koss – Approving Bonds for Walworth County Elected Officials pursuant to Sec. 19.01(4)(m), Wis. Stats. was placed on file.
7. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File was included with the agenda packet.

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

The following items were placed on the Supervisors' desks:

- WCA 2005 Annual Conference Suggestions & Ideas Form
 - Walworth County Board of Supervisors Meeting Notice for the Committee of the Whole to be held at 6:00 p.m., January 17, 2005 – The notice will be mailed to Town Board representatives and to County Board Supervisors not present at the meeting tonight.
8. Report of County Clerk Concerning Zoning Gone Into Effect
- Kevin M. Kynell, Town of Walworth
 - Linda A. Connick, Town of Bloomfield
 - Susan C. Mustari, Town of Geneva
 - Eugene R. Pawlak, Town of East Troy
9. Report of County Clerk Concerning Zoning Petitions was referred to the County Zoning Agency.
- James J. and Cindy L. Skarda, Town of Linn, A-2 & C-1 to R-1, C-1, & C-4
 - George Christon, Town of Whitewater, C-2 to C-3
 - Lauderdale Lakes Lake Management District (Scott J. Mason, App.), Town of LaGrange, R-4 to B-2
 - Dave L. Bahl (David V. & Dana L. Bahl, App.), Town of Lafayette, A-1 to C-2
 - Text Amendment to Walworth County Code of Ordinances, (Zoning and Shoreland) Chapter 74-61 and 74-188 Agricultural and related uses, 74-131 and 74-263 Definitions

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. Text Amendment to Walworth County Code of Ordinances-Subdivisions, Chapter 58, Sec. 58-1, Definitions-Outlot, approved 7-0 (11-18-04 public hearing)
2. Text Amendment to Walworth County Code of Ordinances-Zoning and Shoreland, Chapter 74, Division 4-Conditional Uses, Secs. 74-61/74-188, 74-64/74-191, 74-65/74-192, and Division 6-Signs, Secs. 74-83/74-212, approved 7-0 (11-18-04 public hearing)
3. Text Amendment to Walworth County Code of Ordinances, Zoning and Shoreland, Chapter 74, Division 4-Conditional Uses, Secs. 74-58/74-185, 74-59/74-186, and Division 12-Changes and Amendments, 74-126/74-258, approved 7-0 (11-18-04 public hearing)
4. David J. and Janis M. Laurine, Town of Bloomfield, Rezone 360 acres of A-1 to A-2, approved 6-1 (11-18-04 public hearing)
5. Daniel C. Gifford and Alexander R. Gifford, Town of Bloomfield, Rezone 20 acres of A-2 to C-2, approved 7-0 (11-18-04 public hearing)
6. Allen and LaVonne Dorr, Town of Richmond, Rezone 8.96 acres of A-1 to C-2, approved 7-0 (11-18-04 public hearing)
7. Eugene J. and Donna M. Frodl, Town of Whitewater, Rezone 5 acres of A-1 to C-2, approved 7-0 (11-18-04 public hearing)

A motion was offered by Supervisor Russell, seconded by Supervisor Hilbelink, to concur with the Report of the County Zoning Agency. Supervisor Morrison requested that item 4 be considered separately. Items 1, 2, 3, 5, 6, & 7 were approved by voice vote.

Discussion ensued on item 4. Item 4, David J. and Janis M. Laurine, Town of Bloomfield, was approved by voice vote.

The Report of the County Zoning Agency as approved by the County Board follows.

REPORT OF COUNTY ZONING AGENCY
TO COUNTY BOARD ON HEARING ON PETITION
TO AMEND THE WALWORTH COUNTY ZONING ORDINANCE
January 11, 2005

TO THE COUNTY BOARD OF WALWORTH COUNTY:

The County Zoning Agency, having considered the petitions to amend the Walworth County Zoning Ordinance and Shoreland Zoning Ordinance; and having held public hearings thereon, pursuant to Section 59.69(5)(e) Wisconsin Statutes, notice thereof having been given as provided by law, and being duly informed of the facts pertinent to the changes proposed and duly advised of the wishes of the people in the area affected, hereby recommends as follows:

1. Text Amendment to Walworth County Code of Ordinances-Subdivisions, Chapter 58, Walworth County, Wisconsin – Filed a petition on the 6th day of October, 2004, to amend Chapter 58, Sec. 58-1, Definitions-Outlot.

Recommendation: Said petition be approved.

2. Text Amendment to Walworth County Code of Ordinances, Zoning and Shoreland, Chapter 74, Division 4 – Conditional Uses, Walworth County, Wisconsin – Filed a petition on the 6th day of October, 2004, to amend Chapter 74, Division 4 – Conditional Uses, Secs. 74-61/74-188, 74-64/74-191, 74-65/74-192, and Division 6 – Signs, Secs. 74-83/74-212.

Recommendation: Said petition be approved.

3. Text Amendment to Walworth County Code of Ordinances, Zoning and Shoreland, Chapter 74, Division 4 – Conditional Uses, Walworth County, Wisconsin – Filed a petition on the 6th day of October, 2004, to amend Chapter 74, Division 4 – Conditional Uses, Secs. 74-58/74-185, 74-59/74-186, and Division 12 – Changes and Amendments, 74-126/74-258.

Recommendation: Said petition be approved.

4. David J. and Janis M. Laurine, Town of Bloomfield – Filed a petition on the 6th day of October, 2004, to rezone from A-1 Prime Agricultural Land District to A-2 Agricultural Land District.

Recommendation: Said petition be approved after the appropriate findings were made as required by State Farmland Preservation Program S91.77(1) Wis. Stats.

The majority of the property is in the floodplain and is not buildable. Also, the land is to remain in agricultural production.

5. Daniel C. Gifford and Alexander R. Gifford, Town of Bloomfield – Filed a petition on the 20th day of September, 2004, to rezone from A-2 Agricultural Land District to C-2 Upland Resource Conservation District.

Recommendation: Said petition be approved.

6. Allen and LaVonne Door, Town of Richmond – Filed a petition on the 5th day of October, 2004, to rezone from A-1 Prime Agricultural Land District to C-2 Upland Resource Conservation District.

Recommendation: Said petition be approved after the appropriate findings were made as required by State Farmland Preservation Program S91.77(1) Wis. Stats.

The property has steep slopes. The rezone is consistent with the surrounding land use, and the remnant parcel is no longer divisible.

7. Eugene J. and Donna M. Frodl, Town of Whitewater – Filed a petition on the 14th day of September, 2004, to rezone from A-1 Prime Agricultural Land District to C-2 Upland Resource Conservation District.

Recommendation: Said petition be approved after the appropriate findings were made as required by State Farmland Preservation Program S91.77(1) Wis. Stats.

The site contains 95% non-prime soils and the property has steep slopes.

ORDINANCE AMENDING WALWORTH COUNTY ZONING ORDINANCE

WHEREAS, the Walworth County Board of Supervisors has heretofore been petitioned to amend the Walworth County Zoning Ordinance; and

WHEREAS, the petitions have been referred to the Walworth County Zoning Agency for public hearing; and

WHEREAS, the Walworth County Zoning Agency on due notice conducted public hearings on the proposed amendments and filed their recommendations with the board; and

WHEREAS, the proposed amendments have been given due consideration by the Board in open session.

NOW, THEREFORE, the County Board of Supervisors of the County of Walworth do ordain as follows:

The Zoning Ordinance of Walworth County and Shoreland Zoning Ordinance (and accompanying Zoning Map) is amended in the following respects:

1. Text Amendment to Walworth County Code of Ordinances-Subdivisions, Chapter 58, Walworth County, Wisconsin – Filed a petition to amend Chapter 58, Sec. 58-1, Definitions-Outlot as follows:

Additions are underscored, deletions are crossed out:

DEFINITIONS

Sec. 58-1

Outlot 58-1.1

A parcel of land, ~~other than a lot or block~~, so designated on the Plat, ~~but not of standard lot size~~, which meets one of the following criteria:

1) Substandard sized lot appurtenant to a lot or lots or as an area designated for road or stormwater drainage;

2) Common area open space as part of a planned development;

3) Other possible uses, which require County Zoning Agency approval and which must be specifically identified on the plat.

After platting has taken place, an Outlot can be either redivided into lots or combined with one or more other adjacent outlots or lots, whether in the same, adjacent subdivisions or minor subdivisions in the future for the purpose of creating a buildable lot or lots only if such re-division or combination is determined by the Zoning Agency to be consistent with the approved use of the outlot, or as specified on the original plat.

2. Text Amendment to Walworth County Code of Ordinances, Zoning and Shoreland, Chapter 74, Division 4 – Conditional Uses, Walworth County, Wisconsin – Filed a petition to amend Chapter 74, Division 4 – Conditional Uses, Secs. 76-61/74-188, 74-64/74-191, 74-65/74-192, and Division 6 – Signs, Secs. 74-83/74-212 as follows:

Additions are underscored: Example

Deletions are struckthrough: ~~Example~~

Division 4 – Conditional Uses

74-61/74-188 Agricultural and related uses

12) Signage for approved business on A-4 provided the sign is located at least 5 feet from property lines.

Division 4 – Conditional Uses

74-64/74-191 Commercial and related uses

Signage provisions under 74-86/74-215 for on-premise signs in the B-1, B-2, B-3, B-4, B-5 zoning districts may be modified by the Committee but no sign shall be closer than 5 feet to any property line.

Division 4 – Conditional Uses

74-65/74-192 Industrial and related uses

Signage provisions under 74-86/74-215 for on-premise signs in the M-1, M-2, M-3, M-4 zoning districts may be modified by the Committee but no sign shall be closer than 5 feet to any property line.

Division 6 – Signs

74-83/74-212 Signs permitted in all agricultural, conservation and parks districts.

- a) Agricultural signs pertaining to the sale of products . . .
- b) An on-premise business sign on lands zoned A-4 reviewed and approved as part of a conditional use process provided the sign is located at least 5 feet from all property lines.
- c) A sign appurtenant to an approved conditional use limited to one sign . . .
- d) Seasonal signs not to exceed nine square feet in area . . .

Division 6 – Signs

74-86/74-215 Signs permitted in certain business, industrial and park districts except a subject to conditions stated in Section 74-217 Shoreland Signs.

- a) The following illuminated on-premise signs may be erected, placed or posted in all B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4, P-1, and P-2 districts with a permit and subject to the conditions herein specified, unless reviewed and modified by the Committee through the conditional use process: . . .

3. Text Amendment to Walworth County Code of Ordinances, Zoning and Shoreland, Chapter 74, Division 4 – Conditional Uses, Walworth County, Wisconsin – Filed a petition to amend Chapter 74, Division 4 – Conditional Uses, Secs. 74-58/74-185, 74-59/74-186, and Division 12 – Changes and Amendments, 74-126/74-258 in the following respects:

Additions are underscored: Example
Deletions are struckthrough: ~~Example~~

Division 4 – Conditional Uses

74-58/74-185 Application

(6) Submission to Township. A party shall submit a copy of the same application for a conditional use permit to the township where the parcel is located. An applicant shall receive a recommendation from the appropriate township concerning all conditional use applications.

Division 4 – Conditional Uses

74-59/74-186 Review and approval of conditional uses.

The committee shall review the site, . . . after publishing a Class 2 notice thereof under Wis. Stats. ch. 985. A recommendation from the appropriate township must be received before a public hearing may be held. Township recommendations must be submitted by the applicant to the department no later than one week prior to the scheduled hearing. An applicant may be charged a re-notice fee if the recommendation of the township is not received one week prior to the scheduled hearing.

Division 4 – Conditional Uses

74-59 Review and approval of conditional uses.

- (4) Decisions. The committee may make a decision on conditional use applications at the next regularly scheduled meeting of the committee.
- (5) Appeals. All appeals regarding conditional uses shall be made to the Walworth County Circuit Court via certiorari. Appeals must be commenced seeking the remedy available by certiorari within 30 days after the filing of the decision by the committee.

Division 12 – Changes and Amendments

74-126/74-258

Petition for any change to the district boundaries or amendments to the regulations shall be filed with the county clerk and the appropriate township clerk, describe the premises to be rezoned . . .

- (11) Township Decision. A decision from the appropriate township must be received before a public hearing may be held with respect to a petition for any change to the district boundaries. Township decisions must be submitted by the applicant to the department no later than one week prior to the scheduled hearing. An applicant may be charged a re-notice fee if the decision of the township is not received one week prior to the scheduled hearing.
- (12) Decisions. The committee may make a decision on any change to the district boundaries or amendments to the regulations at the next regularly scheduled meeting of the committee provided the committee received the decision of the township.

4. David J. and Janis M. Laurine, Town of Bloomfield – Filed a petition to amend said zoning maps from A-1 Prime Agricultural Land District to A-2 Agricultural Land District on the following described lands:

Tax Parcel #'s MB 2300005, MB 2300007, MB 2300008, MB 2400006, and MB 2600002A

The majority of the property is in the floodplain and is not buildable. Also, the land is to remain in agricultural production.

5. Daniel C. Gifford and Alexander R. Gifford, Town of Bloomfield – Filed a petition to amend said zoning maps from A-2 Agricultural Land District to C-2 Upland Resource Conservation District on the following described lands:

Tax Parcel #MA359900002

6. Allen and LaVonne Door, Town of Richmond – Filed a petition to amend said zoning maps from A-1 Prime Agricultural Land District to C-2 Upland Resource Conservation District on the following described lands:

Part of Tax Parcel #C R 2800006

A rezone of a portion of Tax Key R-28-6 located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Town 3 North, Range 15 East, Richmond Township, Walworth County, Wisconsin, described as follows: Commence at the South $\frac{1}{4}$ Corner of said Section 28; Thence North $3^{\circ}09'28''$ West along the North-South $\frac{1}{4}$ line of said Section 28 and the centerline of County Trunk Highway "M" a distance of 861.32 feet; Thence South $86^{\circ}50'21''$ West 33.00 feet to the Westerly Right-of-way of said Highway and the point of beginning; Thence South $86^{\circ}50'21''$ West a distance of 779.04 feet; Thence North $13^{\circ}21'14''$ West a distance of 494.88 feet; Thence North $88^{\circ}26'46''$ East to the westerly Right-of-way of said County Trunk Highway "M" a distance of 867.00 feet; Thence South $03^{\circ}09'28''$ East along said Right-of-way a distance of 462.76 feet to the Point of Beginning, and containing 390,248 square feet or 8.96 acre(s) of land, more or less.

The property has steep slopes. The rezone is consistent with the surrounding land use, and the remnant parcel is no longer divisible.

7. Eugene J. and Donna M. Frodl, Town of Whitewater – Filed a petition to amend said zoning maps from A-1 Prime Agricultural Land District to C-2 Upland Resource Conservation District on the following described lands:

Part of Tax Parcel #D W 3200001

That part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, Town 4 North, Range 15 East, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said Section 32; Thence along the North line of said Northwest $\frac{1}{4}$, N $88^{\circ}06'43''$ E, 1314.82 feet to the Northwest Corner of Certified Survey Map No. 2635, recorded as Document No. 313209; Thence S $00^{\circ}21'56''$ W, 1082.33 feet to the Point of Beginning; thence N $88^{\circ}51'08''$ E, 505.05 feet to the Westerly line of State Trunk Highway "89"; Thence along said Highway, S $12^{\circ}37'49''$ E, 304.76 feet; Thence continue along said highway, S $20^{\circ}41'06''$ E, 102.07 feet; Thence S $88^{\circ}51'08''$ W, 610.28 feet; Thence N $00^{\circ}21'56''$ E, 395.00 feet to the Point of Beginning. Containing 5.01 acres of land more or less.

The site contains 95% non-prime soils and the property has steep slopes.

ATTEST this 11th day of January 2005.

Ann Lohrmann
County Board Chairperson

ATTEST this 11th day of January 2005.
Kimberly S. Bushey
County Clerk

Human Resources

1. Resolution No. 82-01/05 – Changes in Wages and Benefits for Non-Represented Employees for 2005

A motion was offered by Supervisor Polyock, seconded by Supervisor Felten, to approve Resolution No. 82-01/05. On motion by Supervisor Van Dreser, seconded by Supervisor Morrison, Resolution No. 82-01/05 was approved by unanimous consent.

Resolution No. 82-01/05
Changes In Wages And Benefits For Non-Represented Employees for 2005

Moved/Sponsored by: Human Resources Committee

WHEREAS, the human resources committee has reviewed the wage and benefit package for non-represented employees and has considered appropriate adjustments therein for calendar year 2005.

NOW, THEREFORE, BE IT RESOLVED by the Walworth County Board of Supervisors that the compensation package for non-represented employees shall be amended as follows:

- 1. The Management Pay Plan and Administrative Support Pay Plan for non-represented employees shall be increased by 2.0% effective January 1, 2005.

BE IT FURTHER RESOLVED that the human resources committee, upon recommendation of the County Administrator, shall determine any pay adjustment for red-circled employees which amount may be from zero to not more that the dollar increase in the maximum rate of the assigned pay range; and, any adjustment for a red-circled employee may be in the form of a bonus amount not added to the base rate.

BE IT FURTHER RESOLVED that the sum of \$263,030 be and the same is hereby transferred from the contingency fund to the 2005 departmental budgets for the purpose of implementing the adjustment to the wage and benefit package.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

Action Required: Majority _____ Two-thirds X Other _____

County Board Meeting Date: January 11, 2005

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

David A. Bretl	1/4/05	N. Andersen	1/4/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 82-01/05

- I. Title: Changes in Wages and Benefits for Non-Represented Employees for 2005
- II. Purpose and Policy Impact Statement: The County Board is required to approve any general increase in pay rates. This resolution will increase non-represented salaries by 2%. The recommendation of the Human Resources Committee is consistent with the guidance provided by the County Board on collective bargaining agreements.
- III. Budget and Fiscal Impact: The estimated cost of the wage and benefit package adjustment for non-represented employees is \$263,030. Funds for the increase in wages and fringe benefit costs are included in the 2005 Budget.
- IV. Referred to the following standing committees for consideration and date of referral:

Committee: Human Resources Meeting Date: December 20, 2004

Vote: 4 - 0

County Board Meeting Date: January 11, 2005

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	1/4/05	N. Andersen	1/4/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Land Conservation Committee

1. Resolution No. 83-01/05 – Encouraging the American Transmission Company to Choose an Electrical Transmission Corridor Route Protecting Planned Parkland and Environmentally Significant Areas

The Land Conservation Committee met before the Board meeting and recommended that Resolution No. 83-01/05 be approved with the following amendments: line 27, the words current and planned were added before “public natural areas, open spaces”; and, line 28, the words and other significant environmental areas were added.

The revised resolution was distributed to the Supervisors.

A motion was offered by Supervisor Burwell, seconded by Supervisor Lightfield, to approve Resolution No. 83-01/05 as amended by the Land Conservation Committee.

Dan Kilkenny, N3616 Elm Ridge, Town of Darien, addressed the Board regarding Resolution No. 83-01/05. Mr. Kilkenny said that it is important for the County Board to express support of their Land Use Plan and this project, which will protect planned park areas, designated natural areas, and other significant environmental areas pursuant to the Land Use Plan for Walworth County. Discussion ensued.

Resolution No. 83-01/05 was approved as amended by voice vote.

Policy and Fiscal Note
Resolution No. 83-01/05

I. Title: Encouraging the American Transmission Company to Choose an Electrical Transmission Corridor Route Protecting Planned Parkland and Environmentally Significant Areas.

II. Purpose and Policy Impact Statement:

The purpose of this resolution is to encourage the American Transmission Company to choose an electrical transmission corridor route protecting planned parkland and environmentally significant areas.

III. Budget and Fiscal Impact:

Passage of this resolution will have no fiscal impact on the 2005 county budget.

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

Committee: Land Conservation Meeting Date: January 11, 2005

Vote: 5 - 0

County Board Meeting Date: January 11, 2005

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	1/11/05	N. Andersen	1/11/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Chairperson's Report

Chairperson Lohrmann stated that a Related Party questionnaire for 2004 was distributed to the Supervisors this evening and asked that the questionnaire be returned to the Clerk.

There will be a meeting with the towns in the County Board room on Monday, January 17, 2005 at 6:00 p.m.

The next regularly scheduled County Board meeting will be held on February 8, 2005 at 6:00 p.m.

Reports of Special Committees

There were no Reports of Special Committees.

Adjournment

On motion by Supervisor Muzatko, seconded by Supervisor Morrison, the meeting of the County Board of Supervisors was adjourned at 6:30 p.m.

Kimberly S. Bushey
County Clerk

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 January 11, 2005 meeting.

THE JANUARY 17, 2005 SESSION
OF THE
WALWORTH COUNTY BOARD OF SUPERVISOR'S
COMMITTEE OF THE WHOLE

The Walworth County Board of Supervisor's Committee of the Whole was called to order by Chairperson Lohrmann at 6:00 p.m. in the County Board Room at the Walworth County Courthouse, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was taken and all Supervisors were present except Supervisors Grant, Lein, Polyock, Schaefer and Wagie-Troemel who were excused.

Chair Lohrmann opened the meeting by explaining that the purpose of the meeting was to listen to representatives of the towns concerning county-wide zoning. She explained that debate or decisions on this issue will occur at a future meeting. Chair Lohrmann opened the meeting to comments from the public.

Marvin Herman, 5621 Town Hall Road, Chairman of the Town of Delavan
Mr. Herman stated that the recent report noted that the Town of Delavan leads the county in the zoning permits issued.

He said that their town was investigating the issue of opting out of county zoning and asked that the deadline be extended to at least February 28th and perhaps even later so that the towns can get the answers to their questions. Mr. Herman then asked the following questions:

1. How will we be able to use the GIS system? Is it in a form to send to us and be useful? What special skills will we need to use this system? Will the county sell us any of its expertise?
2. What will be the form of the zoning histories that we receive from the county? Will we be able to use them? Is any special equipment required?
3. If we call the county for advice in getting our zoning department up and running, will it be given and at what cost?
4. How much will be rebated to the towns for staff reductions that the county will experience? (We were told that until the county knew how many towns were opting out, the county couldn't give us a figure of what would be rebated and there may be, as a matter of county policy, nothing rebated to the towns.)
5. Will the county work with towns to certify an ag-preservation plan?

Herman said that the town and their attorney question the position on page 18 of the report regarding the fact that even if the town opts out, the county board retains zoning approval under WI Statute 60.62(3). The town believes that the resolution that the county board adopted waives this. Herman said that the towns need to know that if they opt out, it really means that they are out. He believes that it doesn't mean that the county has supervisory authority over an opted out town to continue to hold sway over town zoning decisions. Herman said that if the county didn't feel that they could accomplish this as a matter of law that perhaps they could do this as a matter of policy so the towns that opt out would be comfortable knowing that, if they opt out, they will be in charge of their own zoning.

Herman said that if the Town of Delavan opts out, it will not be due to issues with the County Zoning staff, it will be because they want to determine their future. Herman noted that there will continue to be great pressure by developers.

Ron Fero, W7683 Sheridan Road, Chairman of the Town of Whitewater

Mr. Fero agreed with the comments of Mr. Herman and added that the county has made it difficult for the towns to make a decision at this time. He added that he had seen some minor changes in the department but he expressed concerns regarding the need for changes in staff. He said that if the town stays with county zoning that he would like the department to be more customer friendly. Mr. Fero requested that the deadline for response from the towns be extended.

Dan Kilkenny, N3616 Elm Ridge Road, Town of Darien

Mr. Kilkenny inquired whether any additional options other than those in the report had been submitted. He indicated that their Town Board had passed a resolution that was submitted to the County Board representing their town's position. The Town of Darien position was that they wanted to have time to examine the options.

Michael Cotter gave an overview of the January 14th memorandum from the DNR. The memorandum provided an opinion with regard to Attorney Richard Lehmann's Report-"The Town of Linn Approach." To give an overview of the memorandum, Cotter quoted portions of the memorandum, saying:

"...The Department strongly disagrees with the suggestion that Walworth County could "transfer Shoreland/floodplain provisions and administration from the County Ordinance to the Linn Town Ordinance." The State Legislature has clearly required county regulation of unincorporated shoreland areas in s. 50.692, Wis. Stats., and floodplains in unincorporated areas in s.87.30, Wis. Stats. "Where the power to zone is delegated to one branch of a local government, it may not be exercised by another..."

"...Even if s.66.0301, Wis. Stats., were interpreted to allow one municipality to completely transfer the "joint exercise" of its statutory duties to another municipality (which we think is an interpretation that is contrary to the plain wording of the statute), The Department takes the position that the requirements of s.59.692 and s.87.30, Wis. Stat., would still control."

Mr. Cotter said that the memo presented by the Department of Natural Resources basically says that the Town of Linn approach would not be acceptable to the DNR.

Mr. Cotter then added that there were no additional options presented by the town's attorneys. He added that Attorney William O'Connor had been privately retained and he had submitted a seventh option. Mr. Cotter said this option proposes that the towns, if they chose, could create a more restrictive zoning ordinance and enforce it, if agreed to by the County Board. Mr. Cotter expressed concern that this would add another layer of regulation.

Supervisor Hilbelink inquired what deadline date would be comfortable for the towns in their decision making process. Representatives from the Towns of Delavan and Whitewater indicated that February 28th would be acceptable.

Supervisor Morrison requested that Phil Evenson from SEWRPC be allowed to make comment on the issue. Mr. Evenson that there are a couple of items that would direct our decisions. He said that as long as there is unincorporated territory in Walworth County, the county will be in the shoreland flood plain zoning business. The county cannot delegate this responsibility.

Mr. Evenson said that the second issue is that a choice will have to be made. If towns truly want town independence from county zoning, then it is all or nothing. Either all towns will have to opt out of county zoning or they all need to remain in. You cannot get true independence unless all of the towns opt out of county zoning. He said that Washington County eliminated their county zoning ordinance approximately 15 years ago. The costs of zoning then shift from the county taxpayer to the town taxpayer. He added that Ozaukee County has never had county zoning. Mr. Evenson said that the primary issue is that planning and zoning be done well, in the best interest of the towns and county.

Supervisor Russell observed that she felt that it's cheaper for the county to provide this service than have multiple municipalities have the staff and equipment needed to do the same job.

Russell stated that she has served on the committee and that if the town and county don't agree on the status of a rezone, then the rezone does not go through. Russell recommended extending the deadline to give towns as much information as possible on which to base their decision.

Supervisor Guido distributed a report that indicated that there were numerous counties that allow towns to provide their own zoning services. Guido inquired whether towns team up to share expenses involved in the zoning work. Mr. Evenson responded that it is quite common for towns to jointly employ consultants to assist them with the zoning work. Mr. Evenson said that in counties where there is no county-wide zoning ordinance when towns adopt zoning, they do not require the county's ratification of their zoning district changes or zoning ordinance change.

Wayne Redenius, W8411 Turtle Lake Road, Delavan, Chairman of the Town of Richmond
Mr. Redenius stated that some of the problems that the towns have had with county zoning have been resolved and some have not. He said that the town wants to have the major say as to what development goes on in their municipality. The February Smart Growth is a major factor in their decision making process.

Jim C. Simons, N6292 Paradise Drive, Chairman of the Town of Spring Prairie
Mr. Simons compared his experiences with the Columbia County zoning department to his experience with Walworth County. He said that his experience in Columbia County is far superior to what they have experienced in Walworth County. Simons stressed the importance of communication between the county and towns.

Simons said it is important for the county to talk to the towns in reasonable fashion and that it is not a good idea for the county to dictate. He said that the county needs to govern with consent,

just like the towns need to govern with consent. The Town of Spring Prairie voted to stay with county zoning. Simons said he doesn't think that there is any way the towns can do the job more economically. Simons said this is a solvable problem and that the ball is in our court to solve the problems. Simons said the easy answer is to throw out county zoning, but he does not feel this is the right answer.

Joe Kopecky, E3127 MacLean Road, Chairman of the Town of Geneva

Mr. Kopecky indicated that the time frame is unworkable and that June 1st would be a better date. He said that he doesn't believe it will cost them more to provide the zoning service. He added that he believes that we could contact our legislators to change the law regarding shoreland zoning. He added that right now there are not many vehicles to allow the towns to take over shoreland zoning. He said that they wanted greater control and currently the only control they have is over rezones. They have no control over variances except in an advisory role. He said that the Town of Geneva has got to find a way to have greater control. Town of Geneva has not made a decision regarding county-wide zoning.

County Administrator Bretl indicated that this will be discussed at the County Board meeting in February. He said that policy decisions could also be discussed at that meeting.

Mr. Fero inquired whether the county will continue meetings with the towns and whether they will continue changes which were discussed in previous meetings. He said that this would help in the Town of Whitewater's decision making.

It was noted that of the sixteen towns in Walworth County all are represented at this meeting except the Towns of East Troy, Lafayette, Linn, Lyons and Troy.

Supervisor Burwell said she had previously worked for the Town of Delavan and while she was with the Town of Delavan the former Operations Manager used to conduct regular meetings with the zoning director on a monthly basis, and she felt that many problems were resolved via this communication. Burwell indicated that communication is the key and that the county is paying the price for not listening for many years.

Charles Papcke, Town of Sugar Creek, said that their town chairman has had regular meetings with the zoning staff, and they are not experiencing the same cooperation problems experienced by other towns.

Marvin Herman, Town of Delavan, said that he understands that legally a town does not have any say in the variance procedure. He said that he had sent correspondence to the Board of Adjustment asking that the town be able to make recommendations regarding variances. He expressed concern that the Board of Adjustment does not want input from the towns.

Ron Fero said he felt that the Board of Adjustment is condescending and stated that 99% of the time you will be turned down by that body. Chairperson Lohrmann added that the Board of Adjustment was invited to attend one of the workshops, but they refused to come.

Supervisor Ketchpaw asked Phil Evenson, when there is county zoning and a Board of Adjustment, are they typically hard rulers? Evenson said that in the law the Board of Adjustment is supposed to grant relief where there is a hardship. Evenson said this gets into a gray area. They are there to independently judge whether the applicant has a true hardship and is therefore deserving of relief.

On motion by Supervisor Ketchpaw, seconded by Supervisor Morrison, the Committee of the Whole adjourned at 7:10 p.m.

Kimberly S. Bushey
County Clerk

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 Supervisor's Committee of the Whole for the January 17, 2005 meeting.

THE FEBRUARY 8, 2005 SESSION
OF THE
WALWORTH COUNTY BOARD OF SUPERVISORS

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

Pastor Mark Moller-Gunderson, Immanuel Evangelical Lutheran Church, Lake Geneva, delivered the invocation.

All Supervisors were present except Supervisors Lein and Wagie-Troemel. A quorum was established.

Amendments, Withdrawals, and Approval of Agenda

On motion by Supervisor Waelti, seconded by Supervisor Russell, the agenda was approved.

Approval of the Minutes

On motion by Supervisor Morrison, seconded by Supervisor Weber, the minutes of the January 11, 2005 Committee of the Whole, January 11, 2005 Walworth County Board of Supervisors meeting, and the January 17, 2005 Committee of the Whole, were approved.

Comment Period by Members of the Public

Dell Gigante, N7791 Bell School Road, Town of East Troy, addressed the Board. Mr. Gigante said that he was addressing the Board about their priorities. Mr. Gigante said he is not in favor of spending money on parks when the County is in debt. He said the County's priority should be to become solvent. Mr. Gigante said we have 17 parks in the County and parks should not be a priority. Mr. Gigante said he thinks the 77 acres of land, which was not used for a new courthouse as originally planned, should be sold so that the land is put back on the tax rolls.

Appointments/Elections

1. Community Partner Advisory Group
 - Jacqueline Buleje
2. Lake Geneva Library Board of Trustees
 - Fritz Oppenlander – Term commencing upon appointment and ending June 30, 2008
3. Wisconsin River Rail Transit Commission
 - County Board Supervisor Richard Kuhnke – Term commencing upon appointment and ending April 30, 2005
4. Community Action Board
 - Royce DeBow
5. City of Whitewater Tax Incremental Financing District No. 4
 - County Comptroller
6. Health and Human Services Director
 - Diane "Dani" L. Maculan

On motion by Supervisor Ketchpaw, seconded by Supervisor Muzatko, the following appointments were approved: 1. Jacqueline Buleje-Community Partner Advisory Group; 2. Fritz Oppenlander-Lake Geneva Library Board of Trustees; 3. County Board Supervisor Richard Kuhnke-Wisconsin River Rail Transit Commission; 4. Royce DeBow-Community Action Board; 5. County Comptroller-City of Whitewater Tax Incremental Financing District No. 4.

Dave Bretl, County Administrator, introduced Dani Maculan as his recommendation for Director of Health and Human Services. Bretl explained the search and interview process that was conducted to find a Director. Bretl said that Ms. Maculan received the endorsement of the Health and Human Services Board earlier today.

On motion by Supervisor Weber, seconded by Supervisor Felten, the appointment of Diane "Dani" Maculan as Director of Health and Human Services, was approved unanimously by voice vote.

Communications and Matters to Be Referred

1. Claims Received After Agenda Mailing – There were no claims received after the agenda mailing.
2. Claims – There were no claims presented.
3. Communication from Scott Barrett, President, Board of Education, Burlington Area School District, regarding special education services and provisions for funding such services was referred to the Children with Disabilities Education Board.
4. Correspondence from Ehlers & Associates, Inc. regarding City of Whitewater proposal to amend Tax Incremental District No. 4 was referred to the Finance Committee.
5. Communication from Susan Kitzman, Delavan City Clerk, and City of Delavan resolution rejecting any effort by the ATC to place transmission lines through the heart of the City of Delavan was referred to the Land Conservation Committee.
6. Correspondence regarding Amendment to the Regional Water Quality Management Plan – City of Lake Geneva Sanitary Sewer Service Area was referred to the Land Conservation Committee.
7. Correspondence regarding Amendment to the Regional Water Quality Management Plan – Walworth County Metropolitan Sewerage District, Delavan/Delavan Lake Sanitary Sewer Service Area was referred to the Land Conservation Committee.
8. Correspondence regarding Village of Paddock Lake resolution regarding a cooperative agreement with the Town of Bristol was referred to the Land Conservation Committee.
9. Communication from Supervisor Nancy Russell regarding a new larger facility for County Board meetings on the first floor of the Courthouse was referred to the Public Works Committee.
10. DOT correspondence regarding the availability of CMAQ funding in 2005 was referred to the Public Works Committee.
11. Communication from Anthony Martin regarding use of the Incoming A Block of the courthouse jail for an escape demonstration was referred to the Public Works Committee.
12. Letter from Supervisor Art Lein expressing thanks for the planter he received while at Fort Atkinson Hospital was placed on file.
13. Communication from William Kutsunis, Whyte, Hirschboeck, Dudek, S.C., legal counsel for ANR Pipeline Company, requesting withdrawal of its petition for rezone (Item 2 of the County Zoning Agency Report of Proposed Zoning Amendments on this evening's agenda)
14. Winnebago County Resolution 133-12005, requesting an amendment to section 59.13(2) of the Wisconsin Statutes was referred to the Executive Committee.
15. Communication from Timothy J. Voeller, General Counsel, Bielinski Homes, requesting that the County deny Lake Beulah Management District's request for an attachment hearing was referred to the Land Conservation Committee.
16. Resolution Received from the Booth Lake Management District concerning attachment of property to the district. (It is anticipated that there will be a motion to consider this item at this evening's meeting. The board may take action on Res. No. 90-02/05 appointing a committee to conduct a public hearing and to prepare a report regarding this issue.)
17. Resolution received from Lake Beulah Management District concerning attachment of property to the district. (It is anticipated that there will be a motion to consider this item at this evening's meeting. The board may take action on Res. No. 91-02/05 appointing a committee to conduct a public hearing and to prepare a report regarding this issue.)
18. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File was included with the agenda packet.
19. Report of the County Clerk Regarding Communications Received After the Agenda Mailing

The following items were placed on the Supervisors' desks:

- Douglas County Resolution #9-05 – Wisconsin Land Information Program Sunset Removal was referred to the Executive Committee.
- Ozaukee County Resolution No. 04-63 – Oppose Downsizing of Intermediate Care Facilities for the Mentally Retarded (ICF-MR) was placed on file as it had previously been referred to committee)

20. Report of County Clerk Concerning Zoning Gone Into Effect

- County Zoning Agency – Text Amendment to Walworth County Code of Ordinances, Walworth County, Wisconsin, Chapter 58, Sec. 58-1, Definitions – Outlot
- County Zoning Agency – Text Amendment to Walworth County Code of Ordinances, Zoning and Shoreland, Chapter 74, Division 4 – Conditional Uses, Secs. 74-61/74-188, 74-64/74-191, 74-65/74-192, and Division 6 – Signs, Secs. 74-83/74-212
- County Zoning Agency – Text Amendment to Walworth County Code of Ordinances, Zoning and Shoreland, Chapter 74, Division 4 – Conditional Uses, Secs. 74-58/74-185, 74-59/74-186, and Division 12 – Changes and Amendments, 74-126/74-258
- David J. and Janis M. Laurine, Town of Bloomfield
- Daniel C. Gifford and Alexander R. Gifford, Town of Bloomfield
- Allen and LaVonne Dorr, Town of Richmond
- Eugene J. and Donna M. Frodl, Town of Whitewater

21. Report of County Clerk Concerning Zoning Petitions was referred to the County Zoning Agency.

- Olga Boor (Joe and Christine Raboine, App.), Town of East Troy, A-2 to B-4
- Jackie Johnston (Atty. Robert C. Leibsle, App.), Town of LaGrange, C-4 to R-1
- Text Amendment to Walworth County Code of Ordinances (Zoning) Sec. 74-38, 74-39, 74-131, and (Shoreland) Sec. 74-163, 74-167, 74-203, and 74-263

A motion was offered by Supervisor Grant, seconded by Supervisor Russell, to consider item 16, Resolution No. 90-02/05 and item 17, Resolution No. 91-02/05, of Communications and Matters to be Referred. Supervisor Arnold stated that since he is on the Lake Beulah Management District Board he may have a conflict with Resolution No. 91-02/05 and abstained from voting. Item 16, Resolution No. 90-02/05 and item 17, Resolution No. 91-02/05 were voted on separately. Supervisor Muzatko offered a motion, seconded by Supervisor Ketchpaw to approve Resolution 90-02/05 and Resolution No. 91-02/05. Resolution No. 90-02/05 was approved by voice vote. Resolution No. 91-02/05 was approved by voice vote. Supervisor Arnold abstained.

Resolution No. 90-02/05

Appointing the Land Conservation Committee to Conduct a Public Hearing Regarding the Attachment Property to the Booth Lake Management District

Moved/Sponsored by: Land Conservation Committee

WHEREAS, a resolution to attach property to the Booth Lake Management District has been submitted to the county board pursuant to Sec. 33.33(2)(b) of the Wisconsin Statutes; and,

WHEREAS, the county board is required, pursuant to said statute, to follow procedures outlined in Sec. 33.26 of the Wisconsin Statutes; and,

WHEREAS, the county board is required to appoint a committee to conduct said hearing and otherwise comply with the provisions of Sec. 33.26 of the Wisconsin Statutes.

County Board Meeting Date: February 8, 2005

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	2/8/05	N. Andersen	2/8/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Unfinished Business

Discussion/Possible Action with regard to options proposed in "Response to Resolution No. 63-10/04 – Directing the Director of Land Use and Resource Management Department to Propose a Plan to Allow Towns to Withdraw from Countywide General Zoning"

On motion by Supervisor Ketchpaw, seconded by Supervisor Waelti, the discussion with regard to options proposed in the Response to Resolution No. 63-10/04 was tabled until the March County Board meeting to gather additional information regarding the Smart Growth Grant.

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. Estate of Jack Ehrhardt (Justin Ehrhardt), Town of Delavan, Rezone .93 acres of R-2 to B-2, approved 5-0 (11-18-04 public hearing)
2. Peterson Farm Partnership, LLP (ANR Pipeline Company, App.), Town of Walworth, Rezone .22 acres of A-1 to P-1, approved 5-0 (12-16-04 public hearing)
3. Wayne Vogt, Town of Lafayette, Rezone 2 acres of A-1 to A-5 – modified and approved to rezone 1.8 acres instead, approved 5-0 (12-16-04 public hearing)
4. Kristi L. Collins and Jamie W. Opper, Town of Lafayette, Rezone 4.16 acres of A-2 to A-5, approved 5-0 (12-16-04 public hearing)
5. Pamela Jensen (Wm. J. Host, App.), Town of Bloomfield, Rezone 5.09 acres of C-1 to A-5, approved 5-0 (12-16-04 public hearing)
6. Wisconsin Department of Natural Resources State mandate for amendments to shoreland areas and wetland designations in Walworth County, various sections in Darien, Delavan, East Troy, Geneva, Lafayette, Sharon, Spring Prairie, Walworth, and Whitewater Townships. The Wisconsin Department of Natural Resources has provided documentation of changes to various navigable water bodies within Walworth County which requires amendment to the State mandated shoreland area and shoreland wetland designation on various streams. All approved except Doc #51, located in Section 13, Town of Geneva, 5-0 (12-16-04 public hearing)

On motion by Supervisor Kuhnke, seconded by Supervisor Polyock, item 2, Peterson Farm Partnership, LLP, Town of Walworth, was removed from consideration and item 3, Wayne Vogt, Town of Lafayette, was tabled until next month because of a modification. Discussion ensued. Michael Cotter, Director of Land Use & Resource Management, said that the attorneys for ANR Pipeline Company, item 2, asked that the item be withdrawn because they do not have an agreement for purchasing the land at this time.

A motion offered by Supervisor Ketchpaw, seconded by Supervisor Russell, to concur with the Report of the County Zoning Agency on items 1, 4, 5, and 6 was approved by voice vote. The Report of the County Zoning Agency follows:

REPORT OF COUNTY ZONING AGENCY
TO COUNTY BOARD ON HEARING ON PETITION
TO AMEND THE WALWORTH COUNTY ZONING ORDINANCE

TO THE COUNTY BOARD OF WALWORTH COUNTY:

The County Zoning Agency, having considered the petitions to amend the Walworth County Zoning Ordinance and Shoreland Zoning Ordinance; and having held public hearings thereon, pursuant to Section 59.69(5)(e) Wisconsin Statutes, notice thereof having been given as provided by law, and being duly informed of the facts pertinent to the changes proposed and duly advised of the wishes of the people in the area affected, hereby recommends as follows:

1. Estate of Jack Ehrhardt (Justin Ehrhardt), Town of Delavan – Filed a petition on the 7th day of October 2004 to rezone from R-2 Single-Family Residence District (Sewered) to B-2 General Business District.

Recommendation: Said petition be approved.

2. Peterson Farm Partnership, LLP (ANR Pipeline Company, App.), Town of Walworth – Filed a petition on the 2nd day of November 2004 to rezone from A-1 Prime Agricultural Land District to P-1 Recreational Park District.

Withdrawn from the agenda by request of the owner.

3. Wayne Vogt, Town of Lafayette – Filed a petition to rezone from A-1 Prime Agricultural Land District to A-5 Agricultural-Rural Residential District.

Withdrawn from the agenda and postponed until March meeting.

4. Kristi L. Collins and Jamie W. Opper, Town of Lafayette – Filed a petition on the 25th day of October, 2004, to rezone from A-2 Agricultural Land District to A-5 Agricultural-Rural Residential District.

Recommendation: Said petition be approved.

5. Pamela Jensen (Wm. J. Host, App.), Town of Bloomfield – Filed a petition on the 22nd day of October, 2004, to rezone from C-1 Lowland Resource Conservation District to A-5 Agricultural-Rural Residential District.

Recommendation: Said petition be approved.

6. Wisconsin Department of Natural Resources, Towns of Darien, Delavan, East Troy, Geneva, Lafayette, Sharon, Spring Prairie, Walworth & Whitewater (Navigability Determinations) – Filed a petition on the 3rd day of November, 2004, to amend shoreland areas and wetland designations in Walworth County concerning various sections.

Recommendation: Said petition be approved except Doc #51.

ORDINANCE AMENDING
WALWORTH COUNTY ZONING ORDINANCE

WHEREAS, the Walworth County Board of Supervisors has heretofore been petitioned to amend the Walworth County Zoning Ordinance; and

WHEREAS, the petitions have been referred to the Walworth County Zoning Agency for public hearing; and

WHEREAS, the Walworth County Zoning Agency on due notice conducted public hearings on the proposed amendments and filed their recommendations with the board; and

WHEREAS, the proposed amendments have been given due consideration by the Board in open session.

NOW, THEREFORE, the County Board of Supervisors of the County of Walworth do ordain as follows:

The Zoning Ordinance of Walworth County and Shoreland Zoning Ordinance (and accompanying Zoning Map) is amended in the following respects:

1. Estate of Jack Ehrhardt (Justin Ehrhardt), Town of Delavan – Filed a petition to amend said zoning maps from R-2 Single-Family Residence District (Sewered) to B-2 General Business District on the following described lands:

Tax Parcel #F D 3100003A

Currently R-2 zoning to become B-2 zoning, located in the Northwest ¼ and Northeast ¼ of the Northwest ¼ of Section 31, Town 2 North, Range 16 East, Town of Delavan, Walworth County, Wisconsin, described as follows:

Commencing at the Northeast corner of Certified Survey Map No. 914, recorded as Document No. 44943; thence along the Southerly right-of-way of Sweet Road, S 89DEG 51MIN 52SEC E, 25.00 feet to the Point of Beginning; thence continue, S 89DEG 51MIN 52SEC E, 135.42 feet; thence S 02DEG 41MIN 50SEC E 130.89 feet; thence S 80DEG 11MIN 26SEC E, 144.29 feet to the Easterly right-of-way of County Trunk Highway O; thence along said right-of-way, S 13DEG 39MIN 00SEC E, 59.30 feet; thence S 89DEG 09MIN 19SEC W, 294.59 feet; thence N 00DEG 50MIN 22SEC W, 217.65 feet to the Point of Beginning. Containing 0.93 acres of land, more or less.

2. Kristi L. Collins and Jamie W. Opper, Town of Lafayette – Filed a petition to amend said zoning maps from A-2 Agricultural Land District to A-5 Agricultural-Rural Residential District on the following described lands:

All of Tax Parcel #KA321300001

3. Pamela Jensen (Wm. J. Host, App.), Town of Bloomfield – Filed a petition to amend said zoning maps from C-1 Lowland Resource Conservation District to A-5 Agricultural-Rural Residential District on the following described lands:

All of Tax Parcel #MB 400003D2

4. Wisconsin Department of Natural Resources, Towns of Darien, Delavan, East Troy, Geneva, Lafayette, Sharon, Spring Prairie, Walworth & Whitewater (Navigability Determinations) – Filed a petition to amend said zoning maps from Shoreland to Non-shoreland or Non-shoreland to Shoreland and

C-4 Lowland Resource Conservation District (Shoreland) to C-1 Lowland Resource Conservation District or C-1 Lowland Resource Conservation District to C-4 Lowland Resource Conservation District (Shoreland) on the following described lands:

Doc #38, Sections 32 & 33, Town of Darien
Doc #39, Section 29, Town of Geneva
Doc #41, Section 28, Town of Geneva
Doc #42, Section 26, Town of Delavan
Doc #43, Sections 28, 29, 30, 33, Town of Whitewater
Doc #44, Section 12, Town of Whitewater
Doc #48, Section 35, Town of Sharon
Doc #49, Section 1, Town of Lafayette
Doc #53, Section 34, Town of East Troy
Doc #57, Section 34, Town of Delavan
Doc #58, Sections 18 & 19, Town of Walworth
Doc #59, Section 5, Town of Spring Prairie
Doc #60, Section 33, Town of Geneva
Doc #'s 61 & 62, Sections 21 & 28, Town of Geneva

ATTEST this 8th day of February 2005.

Ann Lohrmann

County Board Chairperson

ATTEST this 8th day of February 2005.

Kimberly S. Bushey

County Clerk

Executive Committee

1. Resolution No. 88-02/05 – Establishing Advisory Referenda Questions for the April 2005 Election (Recommended by the Executive Committee 5-0)

On motion by Supervisor Muzatko, seconded by Supervisor Weber, Resolution No. 88-02/05 was approved by voice vote.

Resolution No. 88-02/05
Establishing Advisory Referenda Questions for the April 2005 Election

Moved/Sponsored by: Executive Committee

WHEREAS, county government acts in partnership with state government in Wisconsin to provide programs and services for the citizenry; and,

WHEREAS, state government requires county government to provide programs and services that are not always funded by the state government; and,

WHEREAS, the major funding source for county government is the county property tax; and,

WHEREAS, some mandated programs and services are not funded or fully funded by the state, causing the county property taxpayer to supplement funding with property tax dollars; and,

WHEREAS, the public has an increased concern over how property tax dollars are being expended; and,

WHEREAS, two statewide commissions (Kettl and Sheehy) suggested that the circuit court system and human services should not be funded by the property tax; and,

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	2/1/05	N. Andersen	2/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Finance Committee

1. Ordinance No. 287-02/05 – Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Fees (Recommended by the Finance Committee 6-0)
2. Ordinance No. 288-02/05 – Amending Section 30-67 of the Walworth County Code of Ordinances and Creating Article VIII Thereof Relating to Grants (Recommended by the Finance Committee 6-0)
3. Ordinance No. 289-02/05 – Amending Section 30-262(c), (d), (e) and (f) of the Walworth County Code of Ordinances Relating to the Declaration and Sale of Surplus Property (Recommended by the Finance Committee 6-0)
4. Ordinance No. 290-02/05 – Amending Sections 30-34 and 30-152 of the Walworth County Code of Ordinances to Reflect Technical Corrections (Recommended by the Finance Committee 6-0)
5. Resolution No. 84-02/05 – Authorizing the Transfer of \$7,765 from the 2005 Contingency Fund to the Lakeshores Library System Account to Provide Reimbursement of Waterford Public Library Circulation Services for 2005 (Recommended by the Finance Committee 6-0)
6. Resolution No. 85-02/05 – Funding the Southeastern Wisconsin Regional Planning Commission’s Regional Water Supply Study in Accordance with Resolution Number 29-06/03 (Recommended by the Finance Committee 6-0)
7. Resolution No. 86-02/05 – Naming Official County Newspaper 2005-2006 (Recommended by the Finance Committee 6-0)
8. Resolution No. 87-02/05 – Accepting a \$500 Donation for Walworth County Parks Acquisition from the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation (Recommended by the Finance Committee 6-0)

On motion by Supervisor Ketchpaw, seconded by Supervisor Grant, items 1 through 4, Ordinance No. 287-02/05, Ordinance No. 288-02/05, Ordinance No. 289-02/05, and Ordinance No. 290-02/05 were approved by voice vote. Supervisor Waelti offered a motion, seconded by Supervisor Van Dreser, to approve item 5, Resolution No. 84-02/05. The resolution required a 2/3 vote. On motion by Supervisor Van Dreser, seconded by Supervisor Waelti, Resolution No. 84-02/05 was approved by unanimous consent.

Ordinance No. 287-02/05

Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Fees.

NOW THEREFORE, THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART 1: THAT Sec. 30-286 of the Walworth County Code of Ordinances is amended to include the new fees shown by underline below:

Description	Fee	Last Revised	Authority
County Clerk			
Marriage license	\$80.00 total - \$35.00 county; \$20.00 family court; \$25.00 state; \$10.00 waiver if applicable; <u>\$10 fee for duplication</u>	Feb-05	Wis. Stats. § 765.05

PART 4: BE IT FURTHER ORDAINED THAT the effective date of this ordinance shall be upon passage and publication.

PASSED and ADOPTED by the Board of Supervisors of Walworth County Wisconsin this 8th day of February, 2005.

County Board Meeting Date: February 8, 2005

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

Ann Lohrmann
County Board Chairperson

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	1/28/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

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

Policy and Fiscal Note
Ordinance No. 287-02/05

- I. Title: Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Fees.
- II. Purpose and Policy Impact Statement: The purpose of this ordinance is to require a fee for issuance of duplicate marriage licenses.
- III. Is this a budgeted item and what is its fiscal impact? Passage of this ordinance will increase revenue, depending on the number of requests received for duplicate marriage licenses. This ordinance will allow the county to recover expenses it incurs in issuing said duplicates.
- IV. Referred to the following standing committees for consideration and date of referral:

Committee: Finance Committee

Date: January 20, 2005

Vote: 6-0

County Board Meeting Date: February 8, 2005

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

David A. Bretl	1/28/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

ORDINANCE NO. 288-2/05

AMENDING SECTION 30-67 OF THE WALWORTH COUNTY CODE OF ORDINANCES AND
CREATING ARTICLE VIII THEREOF RELATING TO GRANTS

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Section 30-67 of the Walworth County Code of Ordinances is hereby amended to read as follows: (New text is shown by underline.)

“Sec. 30-67. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

Contract means any written document evidencing a legally binding obligation between the county, its departments, officials and employees, and a third party. The term shall not include collective bargaining agreements, grant applications, grant award documents, or purchase orders but shall include individual employment agreements.”

PART II: That Article VIII of Chapter 30 of the Walworth County Code of Ordinances is hereby created to read as follows:

“ARTICLE VIII
GRANTS

Sec. 30-310. Policy.

Grants can serve as an important source of funding, permitting the establishment of new programs in a cost-effective manner or relieving county taxpayers from the burden of paying for existing ones. Grant funds, however, are often provided with conditions attached which create important financial and operational ramifications to the county. The purpose of this Article is to encourage the application for and use of grant funds, while providing county board oversight to ensure fiscal responsibility.

Sec. 30-311. Application.

Prior to applying for a grant, permission shall first be obtained from the appropriate committee set forth in 2-41(1)a,b. or (2) a-h. In the event the application requires certification that the county will accept the grant if awarded, in addition to the above-stated committee approval, the grant application shall be subject to the procedures set forth in sec. 30-312.

Sec. 30-312. Review and acceptance.

- (1) Prior to accepting the award of any grant, grant documents shall first be reviewed as follows:
 - a. By the finance director who shall certify that receipt of the grant entails no known present or future financial obligation on the part of the county.
 - b. By the corporation counsel who shall certify that the receipt of the grant will not create extraordinary liability on the part of the county.
- (2) Provided the grant meets the requirements set forth in (1), the county administrator may approve acceptance of the grant. Any decision of the county administrator to deny acceptance of a grant which satisfies the criteria set forth in (a), shall be subject to review and approval by the finance committee.
- (3) Grants not meeting the requirements of (1) or sec. 30-313 shall require approval of the county board.

Sec. 30-313. Pre-approved grants.

- (1) The county board shall, by resolution, establish a list of pre-approved grants. Notwithstanding any requirement herein, in the absence of a material change in conditions of a pre-approved grant, the county administrator may approve the application and receipt of a pre-approved grant.
- (2) The finance director shall maintain and update the pre-approved grants list.

Sec. 30-314. Applicability of budget process.

In the event a grant is awarded and accepted, the appropriate department director shall promptly prepare a budget amendment in accordance with the requirements of this code.”

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

PASSED and ADOPTED by the Walworth County Board of Supervisors this 8th day of February, 2005.

Ann Lohrmann
County Board Chairperson Date

Kimberly S. Bushey
County Clerk Date

County Board Meeting Date: February 8, 2005

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

Policy and Fiscal Note is attached.

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

David A. Bretl	2/1/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Ordinance No. 288-2/05
Fiscal Note and Policy Impact Statement

- I. Title Ordinance No. 248-11/03 Amending Section 30-67 of the Walworth County Code of Ordinances and Creating Article VIII Thereof Relative to Grants
- II. Purpose and Policy Impact Statement: The purpose of this ordinance is to provide oversight to the grants application process and ensure that all grants applied for and received serve the best interests of the county in the long- and short-term.
- III. Budget and Fiscal Impact: Adoption of this ordinance will have no fiscal impact on the Walworth County budget.
- IV. Referred to the following standing committee(s) for consideration and date of referral:

Committee: Finance Date: January 20, 2005

Vote: 6 - 0

County Board Meeting Date: February 8, 2005

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

2/1/05
Date

N. Andersen
Deputy County Administrator -
Finance

1/31/05
Date

ORDINANCE NO. 289-02/05

Amending Section 30-262(c), (d), (e) and (f) of the Walworth County Code of Ordinances Relating to the Declaration and Sale of Surplus Property.

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART 1: THAT Sec. 30-262(c), (d), (e) and (f) of the Walworth County Code of Ordinances is amended to read as follows (additions shown by underline; deletions shown by strike-through):

(c) Property shall be declared surplus as follows:

- (1) In the case of all real property and personal property, the estimated value of which is \$20,000.00 or greater, by resolution of the county board, except as specified in paragraph (5).
- (2) In the case of personal property, the estimated value of which is less than \$20,000.00 but more than \$500.00, by the finance committee, except as specified in paragraph (5).
- (3) In the case of personal property, the estimated value of which is \$500.00 or less, by appropriate county staff in accordance with procedures developed pursuant to paragraph (j).
- (4) The county administrator shall ensure that all departments are made aware of property intended to be declared surplus in the event such department has use for the property.
- (5) In the case of personal property, with an estimated value of \$50,000 or less, insured by the county's property insurance carrier and declared as a total loss, by the deputy county administrator-finance pursuant to d(5) and paragraph (j) provided a report is made to the Public Works committee upon receipt of the settlement.

(d) Unless otherwise specified by resolution of the county board or finance committee, surplus property shall be disposed of in the manner most advantageous to the county in one of the following manners, consistent with procedures developed pursuant to paragraph (j).

- (1) Competitive bid;
- (2) Public auction;
- (3) Trade-in, in consideration for the acquisition of similar property where bid documents specified such treatment; ~~or~~
- (4) Public sale, or
- (5) Property insurance settlement.

(e) Notwithstanding (d) ~~(e)~~, if it is determined by the county administrator that the estimated cost of

disposing of surplus property exceeds the value which could be reasonably obtained pursuant to ~~(d)~~ ~~(e)~~(1), (2), ~~or~~ (3), (4) or (5), said property may be disposed of as refuse in the manner most advantageous to the county.

(f) Surplus property may be donated to another government agency or nonprofit organization upon a finding by the appropriate authority specified in paragraph ~~(c)~~ ~~(d)~~ that such donation will serve a public purpose. Notwithstanding subparagraph ~~(c)~~ ~~(d)~~(3), donations of personal property, the estimated value of which is \$500.00 or less, shall require action of the finance committee.

BE IT ORDAINED by the Walworth County Board of Supervisors that all previous ordinances and resolutions pertaining to Section 30-262(c), (d), (e) and (f) are hereby superceded.

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

PASSED and ADOPTED by the Board of Supervisors of Walworth County Wisconsin this 8th day of February, 2005.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: February 8, 2005

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	1/28/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

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

Policy and Fiscal Note
Ordinance No. 289-02/05

I. Title: Amending Section 30-262(c), (d), (e) and (f) of the Walworth County Code of Ordinances Related to the Declaration and Sale of Surplus Property.

II. Purpose and Policy Impact Statement:

The purpose of this ordinance is to authorize the deputy county administrator-finance to accept settlement for personal property items which were covered by the county's property insurance carrier when such items have been deemed "totaled." This authorization will allow the county to accept cash payment on a more timely basis.

The ordinance also corrects references to sections of the Code.

III. Is this a budgeted item and what is its fiscal impact?

Passage of this ordinance will have no fiscal impact on the 2005 county budget.

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

Committee: Finance Committee

Date: January 20, 2005

Vote: 6-0

County Board Meeting Date: February 8, 2005

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.

David A. Bretl	1/28/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

ORDINANCE NO. 290-02/05

Amending Sections 30-34 and 30-152 of the Walworth County Code of Ordinances to Reflect Technical Corrections.

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART 1: THAT Sections 30-34 and 30-152 of the Walworth County Code of Ordinances are amended to read as follows:

Sec. 30-34. Budget compliance.

(b) The finance director, shall on a monthly basis, provide variance reports to the department heads, the finance committee and the county administrator, which report shall detail by line item the variance between anticipated revenues and expenditures and actual amounts. Within 30 days ~~of~~ of receipt of any unfavorable financial report, the county administrator shall investigate the report and furnish the finance committee with the results of said investigation, which shall include a recommendation to correct the deficiency. Unfavorable positions include but are not limited to anticipated revenue shortfalls, over-expenditures and negative cash positions.

Sec. 30-152. Revenues and expenditures.

(d) The county board shall consider the recommendation of the ~~liaison~~ and finance committees and, unless otherwise specified by statute, annually approve user fees.

BE IT ORDAINED by the Walworth County Board of Supervisors that all previous ordinances and resolutions pertaining to the referenced sections are hereby superceded.

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

PASSED and ADOPTED by the Board of Supervisors of Walworth County Wisconsin this 8th day of February, 2005.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: February 8, 2005

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	1/26/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

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

Policy and Fiscal Note
Ordinance No. 290-02/05

I. Title: Amending Sections 30-34 and 30-152 of the Walworth County Code of Ordinances to Reflect Technical Corrections.

II. Purpose and Policy Impact Statement:

This ordinance updates staff titles and committee references.

III. Is this a budgeted item and what is its fiscal impact?

Passage of this ordinance will have no fiscal impact on the 2005 county budget.

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

Committee: Finance Committee

Date: January 20, 2005

Vote: 6-0

County Board Meeting Date: February 8, 2005

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.

David A. Bretl	1/26/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

Resolution No. 84-02/05

Authorizing the Transfer of \$7,765 from the 2005 Contingency Fund to the Lakeshores Library System Account to Provide Reimbursement of Waterford Public Library Circulation Services for 2005

Moved/Sponsored by: Finance Committee

WHEREAS, the Lakeshores Library System submitted a 2005 budget appropriation request to reimburse member libraries providing circulation services to Walworth County residents; and,

WHEREAS, the Waterford Public Library is estimated to provide circulation services to Walworth County residents in the amount of \$7,765; and,

WHEREAS, reimbursement for the Waterford Public Library was not included within the Lakeshores Library System's original 2005 budget appropriation request; and,

WHEREAS, the Waterford Public Library provides a valuable resource to residents of Walworth County.

NOW, THEREFORE, BE IT RESOLVED by the Walworth County Board of Supervisors that the sum of \$7,765 be and the same is hereby transferred from the contingency fund to the appropriate account for the purpose of increasing the Lakeshores Library System 2005 budget appropriation to include reimbursement for the Waterford Public Library services.

BE IT FURTHER RESOLVED that the 2005 library levy for fiscal year 2006 include an additional assessment of \$7,765 and that said funds be used to reimburse Walworth County for the advancement of funds to the Lakeshores Library System.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: February 8, 2005

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	1/27/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 84-02/05

I. Title: Authorizing the Transfer of \$7,765 from the 2005 Contingency Fund to the Lakeshores Library System Account to Provide Reimbursement of Waterford Public Library Circulation Services for 2005

II. Purpose and Policy Impact Statement: The purpose of this resolution is to increase the 2005 budget appropriation for the Lakeshores Library System to include reimbursement for circulation services provided to Walworth County residents by the Waterford Public Library.

III. Budget and Fiscal Impact: There is currently \$380,000 in the contingency fund. This transfer would reduce the balance to 372,235. The 2005 library levy for fiscal year 2006 will be increased by \$7,765 for the purpose of reimbursing Walworth County for the advancement of funds to the Lakeshore Library System.

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

Committee: Finance

Meeting Date: January 20, 2005

Vote: 6-0

County Board Meeting Date: February 8, 2005

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

1/27/05
Date

N. Andersen
Deputy County Administrator -
Finance

1/31/05
Date

Supervisor Morrison offered a motion, seconded by Supervisor Russell, to approve item 6, Resolution 85-02/05 – Funding the Southeastern Wisconsin Regional Planning Commission’s Regional Water Supply Study in Accordance with Resolution Number 29-06/03. Discussion ensued. County Administrator Bretl said that from a legal standpoint, it was specifically stated in the original resolution that the Board would vote on funding so if there are problems the Board could vote no tonight. Michael Cotter said that Resolution No. 29-06/03 stated that Walworth County would agree to fund the Study once all seven SEWRPC member counties agreed to participate in funding the Study.

On motion by Supervisor Hilbelink, seconded by Supervisor Burwell, the question was called. A roll call vote was taken to call the question on Resolution 85-02/05. Total vote: 25; Ayes: 19 – Arnold, Burwell, Downing, Felten, Grant, Guido, Hawkins, Hilbelink, Kuhnke, Lightfield, Morrison, Parker, Polyock, Russell, Schaefer, Stacey, Van Dreser, Waelti, Weber; Noes: 3 – Ketchpaw, Muzatko, Lohrmann; Absent: 2 – Lein, Wagie-Troemel; Vacant: 1.

A roll call was taken to approve item 6, Resolution 85-02/05. Total vote: Ayes – 20: Arnold, Burwell, Downing, Felten, Grant, Guido, Hawkins, Hilbelink, Ketchpaw, Kuhnke, Lightfield, Morrison, Parker, Russell, Schaefer, Stacey, Van Dreser, Waelti, Weber, Lohrmann; Noes: 2 – Muzatko, Polyock; Absent: 2 – Lein, Wagie-Troemel; Vacant: 1. Resolution No. 85-02/05 was approved.

Resolution No. 85-02/05

Funding the Southeastern Wisconsin Regional Planning Commission’s Regional Water Supply Study in Accordance with Resolution Number 29-06/03

Moved/Sponsored by: Finance Committee

WHEREAS, pursuant to Resolution Number 29-06/03 Walworth County resolved to support a study of the Southeastern Wisconsin regional water supply study (“Study”); and,

WHEREAS, the Southeastern Wisconsin Regional Planning Commission (“SEWRPC”) estimated the cost of implementing the Study to be \$931,000.00 of which \$731,000.00 would be a one-time funding requirement paid over a three year period by each of the seven counties in the SEWRPC region; and,

WHEREAS, Walworth County agreed to fund the Study based upon equalized property value of the member counties of SEWRPC in an amount estimated not to exceed \$51,000.00 or \$17,000.00 per year; and,

WHEREAS, Walworth County agreed to fund the Study once all seven SEWRPC member counties agreed to participate in funding the study; and,

WHEREAS, Milwaukee County and Racine County originally did not agree to participate in the Study; and,

WHEREAS, on December 13, 2004, SEWRPC informed Walworth County that all seven counties in the region agreed to fund the Study; and,

WHEREAS, SEWRPC submitted an invoice to Walworth County in the amount of \$16,916.00 representing the first of three installments in accordance with the original estimate of an amount not to exceed \$17,000.00 per year; and,

WHEREAS, SEWRPC informed Walworth County that the payments maybe made in any amount over the next few years in accordance with county budgeting procedures as long as Walworth County assures SEWRPC that the funds will be transmitted when available.

NOW, THEREFORE, BE IT RESOLVED by the Walworth County Board of Supervisors that Walworth County funds the Southeastern Wisconsin Regional Planning Commission's Regional Water Supply Study in the total amount of \$50,748.00; and,

BE IT FURTHER RESOLVED by the Walworth County Board of Supervisors that the funds shall be distributed in three installments of \$16,916.00, the first installment to be paid from excess revenue accumulated in 2004 and the remaining payments shall be made from either excess Land Use and Resource Management Department revenue, if available, in 2005 and/or a 2006 budgeted item from the Land Use and Resource Management budget; and,

BE IT FURTHER RESOLVED by the Walworth County Board of Supervisors that the County Board Chairperson is hereby authorized to execute the "Cooperative Agreement for the Conduct of a Regional Water Supply Planning Program for Southeastern Wisconsin" between Walworth County and SEWRPC; and,

BE IT FURTHER RESOLVED by the Walworth County Board of Supervisors that the County Clerk shall transmit a copy of this resolution to the Southeastern Wisconsin Regional Planning Commission.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

Action Required: Majority _____ Two-thirds X Other _____

County Board Meeting Date: February 8, 2005

Policy and Fiscal Note is attached.

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

David A. Bretl	2/2/05	N. Andersen	2/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

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

Policy and Fiscal Note
Resolution No. 85-02/05

I. Title: Funding the Southeastern Wisconsin Regional Planning Commission's Regional Water Supply Study in Accordance with Resolution Number 29-06/03.

II. Purpose and Policy Impact Statement:

The purpose of this resolution is to fund Walworth County's share of the Southeastern Wisconsin Regional Planning Commission's Regional Water Supply Study. This plan is urgently needed to develop and manage the region's water resources in an efficient and cost-effective manner that will protect the quality and quantity of the regional water supply for current and future generations.

III. Budget and Budget and Fiscal Impact:

The Land Use and Resource Management Department (“LURM”) will transfer excess revenue in the amount of \$16,916.00, and use this excess revenue to cover the first of three payments to the Southeastern Wisconsin Regional Planning Commission. The second and third installments of the same amounts (\$16,916.00) will either be included in the 2006 LURM Budget or taken from excess LURM revenue in 2005, if available.

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

Committee: Finance Meeting Date: January 20, 2005

Vote: 6-0

County Board Meeting Date: February 8, 2005

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	2/2/05	N. Andersen	2/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

On motion by Supervisor Grant, seconded by Supervisor Waelti, item 7, Resolution No. 86-02/05 – Naming Official County Newspaper 2005-2006, was approved by voice vote. Supervisor Hawkins abstained from voting as he had a conflict of interest.

Resolution No. 86-02/05
Naming Official County Newspaper 2005-2006

Moved/Sponsored by: Finance Committee

WHEREAS, Resolution 03-04/03 designated the Elkhorn Independent as the Official Newspaper for Walworth County for the period beginning May 1, 2003 and ending March 31, 2005; and,

WHEREAS, the Elkhorn Independent is willing to extend terms and conditions of the existing contract for a period of one year beginning April 1, 2005 and ending March 31, 2006; and,

WHEREAS, said terms and conditions include pricing of \$4.00 per advertising unit for items published in the Elkhorn Independent and the option of broader circulation at a rate of \$4.33 per advertising unit for inclusion in the Elkhorn Independent Plus; and,

WHEREAS, the Finance Committee, of the Walworth County Board of Supervisors, recommends extending the designation of the Elkhorn Independent as the official county newspaper for an additional one-year period with additional direction that, whenever necessary, the Elkhorn Independent Plus section of the Elkhorn Independent may be utilized for publishing legal notices because of its broad circulation; and,

NOW, THEREFORE, BE IT RESOLVED that the Walworth County Board of Supervisors pursuant to Section 985.05, Wisconsin Statutes, The Elkhorn Independent, be and is hereby designated the Official Newspaper for Walworth County for the period beginning April 1, 2005 and ending March 31, 2006 or when a successor newspaper is designated or named.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: February 8, 2005

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

Policy and Fiscal Note is attached.

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

David A. Bretl	1/26/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 86-02/05

- I. Title: Naming Official County Newspaper 2005-2006.
- II. Purpose and Policy Impact Statement: To designate of an official Walworth County newspaper as outlined by Wisconsin Statute 985.05.
- III. Budget and Fiscal Impact: Individual departments requiring legal notices budget for these costs independently. Individual departments' legal advertising needs vary from year to year and the actual cost of the publication of legal notices will be contingent on the number of advertising units used.

Walworth County's existing contract with the Elkhorn Independent reflects pricing of \$4.00 and \$4.33 for inclusion in the Elkhorn Independent Plus. The Elkhorn Independent has agreed to extend the existing contract for a one-year period without a rate increase.

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

Committee: Finance Committee Meeting Date: January 20, 2005

Vote: 6-0

County Board Meeting Date: February 8, 2005

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	1/26/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Supervisor Russell offered a motion, seconded by Supervisor Hilbelink, to approve item 8, Resolution No. 87-02/05 – Accepting a \$500 Donation for Walworth County Parks Acquisition from the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation. Discussion ensued.

Supervisor Russell introduced Barbara Converse and Jerry Emmerich both from the Ice Age Park & Trail Foundation.

Supervisor Guido asked why these donations for the Parks have come before the County Board but many other donations do not.

Bretl said that Section 30-156 (a) of the Walworth County Code of Ordinances states that any donation restricted to a particular use or contingent upon some action by the county and all non-cash donations with a market value of greater than \$5,000 may be accepted only by resolution of the County Board. A department head is authorized to accept all donations not specified in paragraph (a) of the ordinance. Resolution No. 87-02/05 was approved by voice vote.

Resolution No. 87-02/05

Accepting a \$500 Donation for Walworth County Parks Acquisition from the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation

Moved/Sponsored by: Finance Committee

WHEREAS, the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation has donated \$500 to Walworth County for the purposes of purchasing park land in the county.

NOW, THEREFORE, BE IT RESOLVED that the Walworth County Board of Supervisors does hereby accept a \$500 donation from the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation to be deposited into the non-lapsing account established for that purpose, to be used for parks acquisition in Walworth County.

BE IT FURTHER RESOLVED that the Walworth County Board of Supervisors commends the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation for their generosity and commitment to parks acquisition.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: February 8, 2005

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	1/26/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 87-02/05

- I. Title: Accepting a \$500 Donation for Walworth County Parks Acquisition from the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation
- II. Purpose and Policy Impact Statement: The purpose of this resolution is to accept a \$500 donation from the Walworth/Jefferson County Chapter of the Ice Age Park and Trail Foundation to be used for parks acquisition.
- III. Budget and Fiscal Impact: Adoption of this resolution will increase the amount of funds reserved for parks acquisition by \$500. Future county board action will be required to authorize appropriation of these funds for the purpose of acquiring a specific parcel of land for the purpose of creating or enlarging county parks.

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

Committee: Finance Meeting Date: January 20, 2005

Vote: 6-0

County Board Meeting Date: February 8, 2005

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	1/26/05	N. Andersen	1/31/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Human Resources

1. Resolution No. 92-02/05 – Approving an Employment Agreement By and Between Walworth County and Diane Maculan as Director of Health and Human Services (The Human Resources Committee met prior to the County Board meeting and recommended approval of this resolution.)

On motion by Supervisor Weber, seconded by Supervisor Parker, Resolution No. 92-02/05 was approved by voice vote.

Resolution No. 92-02/05
Approving an Employment Agreement By and Between Walworth County and Diane Maculan as
Director of Health and Human Services

Moved/Sponsored by: Human Resources Committee

WHEREAS, The Walworth County Administrator has nominated Diane “Dani” Maculan to serve in the position of Health and Human Services Director; and

WHEREAS, the human resources committee met pursuant to ordinance to recommend to the county board a proposed employment agreement by and between Walworth County and Ms. Maculan.

NOW, THEREFORE, BE IT RESOLVED by the Walworth County Board of Supervisors that the attached employment agreement by and between Walworth County and Diane Maculan be and the same is hereby approved.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

Action Required: Majority X Two-thirds _____ Other _____

County Board Meeting Date: February 8, 2005

Policy and Fiscal Note is attached.

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

David A. Bretl	2/4/05	N. Andersen (ts)	2/4/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 92- 02/05

- I. Title: Approving an Employment Agreement By and Between Walworth County and Diane Maculan as Director of Health and Human Services
- II. Purpose and Policy Impact Statement: The purpose of this resolution is to confirm the appointment of Diane Maculan as Health and Human Services Director and approve an employment contract with Ms. Maculan.
- III. Is this a budgeted item and what is its fiscal impact: Pursuant to the employment contract:
- Ms. Maculan would be paid \$91,700 per year, effective February 28, 2005, plus county benefits, to serve as Health and Human Services Director. She would be eligible to receive step increases and across-the-board raises that the county board might approve from time-to-time, in the same manner as other department heads.
 - In general, Ms. Maculan would receive the same benefits as other department heads including health insurance, vacation and holidays.
 - Ms. Maculan's employment would be "at will" meaning she can be terminated by the county administrator for any reason. This is a departure from the previous department head who enjoyed "for cause" job protection. Pursuant to state statute, under the county administrator form of organization, department head employment is generally "at will". As a result, a one-hundred-twenty-day notice or severance provision is included in the contract. If Ms. Maculan is not provided with one-hundred-twenty day's notice of termination, severance would need to be provided.

Sufficient funds were included within the 2005 budget for this position. No budget amendment is necessary to implement this contract.

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

Committee: Human Resources

Meeting Date: February 8, 2005

Vote: 3 - 0

County Board Meeting Date: February 8, 2005

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

2/4/05
Date

N. Andersen (ts)
Deputy County Administrator -
Finance

2/4/05
Date

WALWORTH COUNTY EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of February 28, 2005, by and between Walworth County (the "County"), Wisconsin and Diane Maculan, (the "Employee"), and

WHEREAS, the County Administrator desires to appoint Employee as Director of Health and Human Services for the County 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 Board of Supervisors confirms the County Administrator's appointment of Employee as the Director of Health and Human 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 her of this Agreement nor the performance by her of her duties and obligations hereunder will violate any agreement to which she is a party or by which she is bound. The County and Employee agree that her employment shall be at-will, which means that either party may, at any time, for any reason, decide to terminate the employment relationship. The only limitation to this at-will employment is specified in paragraph 8. Pursuant to section 59.18(2)(b) Wis. Stats., Employee may be removed at the pleasure of the County Administrator. County Board action is not needed to accomplish said removal.
2. Term. The term of employment hereunder shall be indefinite and shall commence on February 28, 2005. 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 of Health and Human Services and shall render her services at the business offices of the Walworth County Health and Human Services Department located in Elkhorn, Wisconsin. As Director of Health and Human Services, Employee shall carry out those duties specified in the County Code of ordinances, as amended from time to time, and the job description attached hereto as Exhibit A. The attached job description may be amended from time to time at the discretion of the County Administrator and in accordance with the County 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 her 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 her 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 Administrator. At all times, Employee shall have the duty of loyalty to the County in the provision of her 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 \$91,700 per annum (the "Salary"). The Salary shall be payable in accordance with the ordinary payroll practices of the County. Employee shall be eligible for within-range step increases and all other salary increases available to department heads of the County. Any general wage increase shall become effective on the same date that applies to department heads of the County.

- b. Benefits. Except as otherwise provided herein, Employee shall be permitted to participate in any and all employee benefit plans, including, but not limited to health and dental insurance, paid holidays, group term life insurance, disability insurance, retirement plan contributions, vacation and sick time, as may be in effect for department heads of the County. 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 her 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 her 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 her personal automobile, commercial travel needs, meals, lodging, and registration for seminars, conventions, membership dues, and subscriptions to professional journals related to her work.
7. Termination. Employee's employment as the Director of Health and Human Services may be terminated as follows:
- a. By the Employee. Employee may terminate her 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, at his sole discretion, may elect to relieve Employee of her 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 6 a above for the remainder of the 30-day notice period in a lump sum. The employee shall continue to receive benefits under paragraph 6 b 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 her duties prior to the expiration of the 30-day notice period and the County Administrator agrees to release Employee from her duties under this Agreement, Employee shall not be entitled to any compensation including benefits beyond the actual day she 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 of Health and Human 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 Board 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.

contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the parties hereto.

- e. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. A facsimile signature will have the same legally binding effect as an original signature.

For Walworth County

By Employee

Kimberly S. Bushey Date
Walworth County Clerk

Diane Maculan Date
Director of Health and Human Services

Contract provisions reviewed and approved pursuant to the Walworth County Code of Ordinances:					
_____ David A. Bretl Date Corporation Counsel	_____ Nicole Andersen Date Finance Director	_____ Mari E. Nahn Date Employee Relations Director			

Public Works Committee

- 1. Ordinance No. 291-02/05 – Amending Section 2-140(2) of the Walworth County Code of Ordinances Relative to Approval of Construction Payments and Creating Chapter 30, Article III, Division 3 Related to Payments (Recommended by the Public Works Committee 6-0.)

A motion was offered by Supervisor Polyock, seconded by Supervisor Hilbelink, to approve Ordinance No. 291-02/05. On motion by Supervisor Russell, seconded by Supervisor Ketchpaw, the ordinance was amended as follows on page 2, line 12: insert a period after the word “contract” and delete the phrase “as specified in Sec. 30-123.” Ordinance No. 291-02/05 was approved as amended by voice vote.

Ordinance No. 291-02/05

AMENDED

Amending Section 2-140(2) of the Walworth County Code of Ordinances Relative to Approval of Construction Payments and Creating Chapter 30, Article III, Division 3 Related to Payments

NOW THEREFORE, THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART 1: THAT Sec. 2-140(2) of the Walworth County Code of Ordinances (Code) is amended to read as follows (additions shown by underline; deletions shown by strike-through):

- “(2) With respect to all highway and non-highway construction projects contained in the annual budget:
 - a. Approve plans and specifications;
 - b. Authorize advertisement for bids;
 - c. Award bids;
 - d. Approve change orders ~~and partial payments;~~ and, except for those provided in i. and ii. which may be authorized by the public works director and which will be reported to the committee at its earliest regular meeting;

- i. Change orders of an emergency nature which, if not approved, would threaten public health, damage property or increase project costs due to delay; or
 - ii. Change orders which are within the overall project budget, do not exceed \$5,000, and which do not result in a material change to the project.
- e. Authorize final payment as required by Sec. 30-121.”

PART 2: THAT Chapter 30, Article III of the Code is amended to read as follows (additions shown by underline; deletions shown by strike-through):

“Article III. Contracts, ~~and~~ Purchasing and Payments”

PART 3: THAT Chapter 30, Article III, Division 3 is created to read:

“DIVISION 3. PAYMENTS

Sec. 30-121. Expenditure Authority.

- (a) Except at provided in (b), adoption of the budget shall be authority for the expenditure of funds by a department for the purposes therein provided and the amounts assigned to the department thereby and no further action by the County Board or its committees is required, except as specified by law or this Code.
- (b) Partial payments made pursuant to a construction contract, which contract is in an amount greater than \$100,000, shall be reported to the public works committee.
- (c) Approval of the public works committee shall be required with respect to the final payment of a construction contract, which contract is in an amount greater than \$100,000.

Sec. 30-122. Authority to Issue Payment.

- (a) The Finance Director shall be authorized to issue payment for all authorized contracts contingent upon the receipt and acceptance of the goods and services defined by said contract, ~~except as specified in Sec. 30-123.~~
- (b) Should the finance director decline to pay an invoice pursuant to a construction contract, such action shall be reported to the public works committee.”

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

PASSED and ADOPTED by the Walworth County Board of Supervisors this 8th day of February, 2005.

Ann Lohrmann	2/14/05	Kimberly S. Bushey	
County Board Chairperson	Date	County Clerk	Date

County Board Meeting Date: February 8, 2005

Action Required: X Majority Vote 2/3 Vote Other

Policy and Fiscal Note is attached.

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

David A. Bretl	2/3/05	N. Andersen (ts)	2/3/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator- Finance	Date

The attorney for Mallard Ridge Landfill said they had received the new draft but it is not signed and it is up to the siting committee to decide what this cost sharing between the Town and the County is all about.

Nahn said that this agreement could be approved without the County's approval. Supervisor Polyock said he was disappointed because of the late amendment after all the different proposals which have been made. Supervisor Van Dreser spoke in favor of the original motion. He said we have no choice but to abide with the standing committee. Supervisor Waelti said that he would vote yes for the motion that is on the floor.

Supervisor Hilbelink said he thinks we should vote yes on the original motion to show Darien Township that we are supporting the original contract they put forth earlier, which was negotiated by two County representatives; and it would show that we are not happy with this new proposal, which was received by Mari Nahn at 2:30 this afternoon.

Supervisor Kuhnke said he fully supports Mallard Ridge Landfill but he does not agree with the two offsite clay borrow areas that were added without having to go through a conditional use or zoning process.

Supervisor Polyock said that Walworth County receives approximately \$120,000 a year as our share of the landfill revenue and if we don't receive that money we may have to cut some programs such as Clean Sweep, and if we keep the program, we may have to dip into the general fund or raise taxes. He thinks since the County received the money in the past, we should be able to get it now.

Resolution No. 89-02/05 – Recommending approval of the Mallard Ridge Landfill Southern Extension Negotiated Agreement was approved, as originally presented, by voice vote. Supervisor Kuhnke requested that his vote be recorded as “No.” Supervisor Arnold abstained.

Resolution No. 89 – 02/05

Recommending Approval of the Mallard Ridge Landfill Southern Expansion Negotiated Agreement

Moved/Sponsored by: Solid Waste Management Board

WHEREAS, Republic Services of Wisconsin, Limited Partnership (“Republic”), operator of the Mallard Ridge Landfill (“Mallard Ridge”) seeks to expand its current landfill; and,

WHEREAS, pursuant to statute the county has assigned two members of the local committee which conducted negotiations regarding the matter; and,

WHEREAS, the attached Mallard Ridge Landfill Southern Expansion Negotiated Agreement (“Agreement”) sets forth terms of that expansion and operation and provides for annual payments to the county; and,

WHEREAS, the Walworth County Solid Waste Management Board recommends approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Walworth County Board of Supervisors approves the Agreement attached hereto and incorporated herein;

BE IT FURTHER RESOLVED that the proper county officials are authorized to execute the agreement on behalf of Walworth County.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: February 8, 2005

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

Policy and Fiscal Note is attached.

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

David A. Bretl	2/4/05	N. Andersen (ts)	2/4/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 89 – 02/05

- I. Title: Recommending Approval of the Mallard Ridge Landfill Southern Expansion Negotiated Agreement
- II. Purpose and Policy Impact Statement: The purpose of this resolution is to approve a negotiated Agreement by and between Walworth County and Mallard Ridge Landfill to permit expansion of the landfill. A summary of the key terms of the agreement is attached hereto.
- III. Budget and Fiscal Impact: A minimum annual payment would be due Walworth County under the agreement. This payment has typically been used to conduct recycling activities. A summary of these payments and how they were used by the county is attached.
- IV. Referred to the following standing committees for consideration and date of referral:

Committee: Solid Waste Management Board Meeting Date: February 2, 2005

Vote: 6 - 0

County Board Meeting Date: February 8, 2004

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	2/4/05	N. Andersen (ts)	2/4/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

MALLARD RIDGE LANDFILL SOUTHERN EXPANSION NEGOTIATED AGREEMENT

TITLE AND INTRODUCTION

This Agreement ("Agreement") is made and entered into by and between Republic Services of Wisconsin, Limited Partnership, a Delaware limited partnership (hereinafter referred to as "Operator"), the Town of Darien, a Wisconsin municipal corporation (hereinafter referred to as "Town"), the County of Walworth, a Wisconsin municipal corporation (hereinafter referred to as "County") and the Mallard Ridge Landfill Southern Expansion Local Committee, a local committee formed under Wisconsin Statutes § 289.33(7) (hereinafter referred to as "Local Committee").

This Agreement is the final product of the negotiating process provided for under Wisconsin Statutes §289.33. This Agreement shall be know as the "Mallard Ridge Landfill Southern Expansion Negotiated Agreement".

Now, Therefore, in consideration of the covenants provided for herein, the parties agree as follows:

ARTICLE I. DEFINITIONS

Whenever used in this Agreement the following terms shall have the meanings set forth below:

A. **Active Fill Area** means the total 8,094,000 cubic yard design capacity approved by the Wisconsin Department of Natural Resources for the "Southern Expansion Area" of the Mallard Ridge Recycling & Disposal Facility located in the Town of Darien, Walworth County, Wisconsin, as depicted and described in the attached Exhibit A incorporated herein. This approved area shall not include any additional expansion of the Active Fill Area or any expansion of the rest of the Solid Waste Facility for the purpose of providing additional disposal capacity area at the Solid Waste Facility or at the Active Fill Area.

B. **Acknowledged Transporter** means any person, firm or entity that is identified, orally or in writing, by the Operator, at any time, as a transporter of Solid Waste to and from the Solid Waste Facility, and/or any person who Disposes Solid Waste in the Active Fill Area at the Solid Waste Facility. The term Acknowledged Transporter does not include the Town of Darien or the residents of the Town who are authorized by this Agreement to Store or Dispose of Solid Waste at the Solid Waste Facility.

C. **Agreement** means this Mallard Ridge Landfill Southern Expansion Negotiated Agreement, dated _____, 2005, by and between the Town of Darien, a Wisconsin municipal corporation, Republic Services of Wisconsin, Limited Partnership, the County of Walworth, a Wisconsin municipal corporation and the Mallard Ridge Landfill Southern Expansion Local Committee.

D. **Clay Borrow Areas** means the real property legally described on Exhibit G.

E. **Clay Borrow Activities** means extraction of clay from the Clay Borrow Areas, transportation of clay from the Clay Borrow Areas to the Active Fill Area or for storage at other locations of the Solid Waste Facility, restoration of the Clay Borrow Areas and all other activities permitted under the clay borrow operational plans approved by the DNR for the Clay Borrow Areas and the conditions set forth on the attached Exhibit G-1.

F. **County** means the County of Walworth, a Wisconsin municipal corporation, and its officers, employees, and agents. The County is an affected municipality under Wisconsin Statutes Section 289.01(1)(a).

G. **DNR** means the Wisconsin Department of Natural Resources, or any successor agency thereto.

H. **Discharge** means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Solid Waste or Hazardous Waste at the Solid Waste Facility, or the dissemination of such wastes by Acknowledged Transporters bringing wastes to the Solid Waste Facility.

I. **Disposal or Dispose** means the Discharge, deposit, injection, dumping, or placing of Solid Waste at the Solid Waste Facility. These terms do not include the Storage or Treatment of Solid Waste at the Solid Waste Facility.

J. **Disposal Operations** means any activities at the Solid Waste Facility related to or associated with the Disposal of Solid Waste, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining, and closing of the Solid Waste Facility, including the Solid Waste covering at the Solid Waste Facility, where all of the above-noted activities occur at any time during the term of this Agreement.

K. **Emergency** means any unforeseen circumstance, at any time, at the Solid Waste Facility or at any other location in the County that jeopardizes the public health, safety, and welfare of persons or property in the Town or the County.

L. **Expansion** means the expansion, at any time, by any means, by the Operator of the design capacity of the Active Fill Area of the Solid Waste Facility

beyond the DNR-approved design capacity of the Southern Expansion Area depicted and described on Exhibit A of approximately 8,094,000 cubic yards of Solid Waste.

M. **Final Closure** means the date at which time no further Solid Waste is Disposed in the Active Fill Area by the Operator or by any other person, which shall be the earliest of the following:

1. The date the Operator notifies the Town and the County, in writing, that the Operator no longer will Dispose of, and will no longer allow any other person to Dispose of, Solid Waste in the Active Fill Area;
2. The date DNR orders the Operator, in writing, to no longer Dispose of, and to no longer allow any other person to Dispose of, Solid Waste in the Active Fill Area; or
3. The date the Operator Disposed or allowed Disposal of the number of in-place cubic yards of both Solid Waste and daily and intermediate cover materials in the Active Fill Area initially approved for Disposal by DNR.

N. **Hazardous Waste** means any waste identified as a Hazardous Waste by DNR under Wis. Stat. § 291.05(2), or identified as a Hazardous Waste by regulations adopted by DNR in Wis. Admin. Code § NR 600, *et seq.*, as amended.

O. **Initial Term** shall begin as of the date this Agreement is signed and approved by all of the parties hereto, namely the Local Committee, the Town, County and the Operator, and shall continue until Final Closure of the Solid Waste Facility.

P. **Landfill Fund** means the Mallard Ridge Landfill Fund now existing and administered by the Town as is further described in the attached Exhibit D, which is incorporated herein.

Q. **Local Approvals** means any “local approval” as that term is defined in Wis. Stat. § 289.33(3)(d), as amended.

R. **Local Committee** means the negotiating committee created under Wis. Stat. § 289.33(7), which consists of four Town members and two County members.

S. **Long-Term Care or Long-Term Care Operations** means any activities at the Solid Waste Facility, including routine care, maintenance, and monitoring in the Active Fill Area where all such activities occur, at any time following the Final Closure of the Active Fill Area. Long-Term Care Operations by the Operator and its agents shall not be considered Disposal Operations, Storage Operations, or Treatment Operations at the Active Fill Area for purposes of this Agreement.

T. **Nature Conservancy Area** means the Active Fill Area at the Solid Waste Facility where, after Final Closure, where the Operator will:

1. Maintain this area such that it largely prevents unnatural environmental disturbances;
2. Provide, at the discretion of the Operator, public access into this area for outdoor recreational or open space use at the area; and
3. Provide the proper maintenance, monitoring, management, protection, husbandry, and supervision to protect the natural resources located in this area, and to prevent any unnecessary or undue environmental degradation in this area.

U. **Operator** means Republic Services of Wisconsin, Limited Partnership, its employees, agents, successors, and assigns.

V. **Preexisting Local Approvals** means any "preexisting local approval" as that term is defined in Wis. Stat. § 289.33(3)(fm), as amended.

W. **Prime Rate** means a rate of interest equal to the WALL STREET JOURNAL Prime Rate as published in the "Money Rates" section of the WALL STREET JOURNAL as of the date hereof, changing to a rate equal to the Prime Rate published on the first business day of each calendar year hereafter.

X. **Republic** means Republic Services of Wisconsin, Limited Partnership.

Y. **Remedial Actions** means those actions consistent with a temporary or permanent remedy which are taken instead of or in addition to Removal Actions in the event of a release or threatened release at the Solid Waste Facility of any pollutant or contaminant into the environment, to prevent or minimize the release of such pollutants or contaminants such that the pollution or contamination does not migrate to cause any danger to the present or future public health or welfare of the residents of the Town or to the environment in the County. The term Remedial Actions includes, but is not limited to, actions at the location of the release of the pollutants or contaminants, such as storage, confinement, perimeter protection using dikes, trenches, or ditches, clay cover, neutralization, clean-up of released pollutants or contaminants, recycling or reuse of pollutants or contaminants, diversion of pollutants or contaminants, destruction of pollutants or contaminants, segregation of pollutants or contaminants, dredging or excavations, repair or replacement of leaking containers, collection of leachate and run-off, on-site Treatment or incinerations, provision of alternative water supplies to residents in the County, and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the permanent relocation of residents where DNR determines such relocations are more cost-effective than, and environmentally preferable to, the transportation, Storage, Treatment, destruction, or secure disposition off-site of pollutants or contaminants, or other actions

that may be necessary to protect the public health or welfare of the residents of the Town or of the County. The term Remedial Actions does not include off-site treatment of pollutants or contaminants or the Storage, Treatment, destruction, or secure disposition off-site of such waste unless DNR determines, in writing, that such actions are:

1. More cost effective than other Remedial Actions; or
2. Are necessary to protect the public health or welfare of the residents of the Town or the environment of the County from a potential or present risk which may be created by further exposure to the continual presence of such pollutants or contaminants.

Z. **Removal Action** means the clean-up action of released pollutants or contaminants from the environment, including (i) such actions as may be reasonably taken in the event of release of pollutants or contaminants into the environment from the Solid Waste Facility; (ii) such actions as may be necessary to monitor, assess, and evaluate the release, or threat of release of pollutants or contaminants, the disposal of removed pollutants or contaminants; or (iii) the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare of the residents of the Town or to the environment in the County which may otherwise result from a release or threat of release of pollutants or contaminants at or from the Solid Waste Facility. In addition, the term Removal Action includes, but is not limited to, (a) security fencing or other measures to limit access to the Solid Waste Facility; (b) the provision of alternative water supplies to the residents of the County; (c) the temporary evacuation of the residents of the County; and (d) the housing of threatened residents of the County.

AA. **Residents** means the non-business natural persons residing within the boundaries of the Town of Darien, Wisconsin.

BB. **Residential Waste** means residential garbage, rubbish, and refuse (excluding debris resulting from the construction or the demolition of structures, buildings, roads, and other manmade structures) generated by Residents of the Town of Darien, Wisconsin.

CC. **Solid Waste** means garbage, ash, refuse, rubbish, sludge from a waste treatment plant, a water supply treatment plant, or an air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, mining, and agricultural operations and from community activities. Solid Waste may include, but is not limited to, paper, wood, metal, glass, cloth, and products thereof, litter and street rubbish and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry, and other debris resulting from the construction or the demolition of structures, buildings, roads, and other manmade structures. Solid Waste does not include solids or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under Wis. Stat. ch. 283,

as amended, or source, special nuclear, or by-product materials as defined in Wis. Stat. § 254.31, as amended.

DD. **Solid Waste Facility** means the Solid Waste Disposal facility located in the Town of Darien, Walworth County, Wisconsin described in the attached Exhibit B incorporated herein. It includes both the Active Fill Area and the other land described in Exhibit B, and it shall include the Clay Borrow Areas.

EE. **Special Waste** shall be that waste classified as "Special Waste" by DNR, and by Wis. Stat. § 895.58(1)(d), or by the Wisconsin Administrative Code regulations defining the same as such by DNR, or as set forth in the attached Exhibit F incorporated herein.

FF. **Standing Committee** means the monitoring committee established under the attached Exhibit C incorporated herein, and more particularly described in Section IV.X of this Agreement.

GG. **Storage or Store** means the holding of Solid Waste at the Solid Waste Facility, at the end of which period the Solid Waste is to be then treated, transported away from the Solid Waste Facility, or ultimately disposed of in the Active Fill Area at the Solid Waste Facility.

HH. **Storage Operations** means any activities at the Solid Waste Facility related to the Storage of Solid Waste, and where all the above-noted activities occur any time during the Initial Term.

II. **Town** means the Town of Darien, a Wisconsin municipal corporation, and its officers, employees, and agents. The Town is an affected municipality under Wisconsin Statutes Section 289.01(1)(a).

JJ. **Treat or Treatment** means any method, technique, or process at the Solid Waste Facility which is designed to change the physical, chemical, or biological character or composition of the Solid Waste. The terms Treat or Treatment include, without limitation, incineration and bioremediation of contaminated soils.

KK. **Treatment Operations** means any activities at the Solid Waste Facility directly related to the Treatment of Solid Waste, where such activities occur at any time during the Initial Term.

LL. **Waste Facility Siting Board** means the Wisconsin Waste Facility Siting Board, or any successor agency thereto.

ARTICLE II. BACKGROUND INFORMATION

A. **Site Information.** The name of the Solid Waste Facility is the Mallard Ridge Recycling and Disposal Facility, formerly known as the Turtle Creek Landfill, and also formerly known as the Greidanus Landfill. The Active Fill Area is described as the "Mallard Ridge Landfill, Southern Expansion" in the Feasibility Report submitted to the DNR by the Operator, as referred to in Section II.D, below.

B. **Address of Solid Waste Facility.** The address of the Solid Waste Facility, both for location and mailing purposes, shall be W8470 State Hwy. 11, Delavan, Wisconsin 53115. The legal description of the property is set forth in Exhibit B.

C. **Owner.** The current owner of the site is Republic Services of Wisconsin, Limited Partnership. Such limited partnership will be the Operator, and is referred to as the "Operator" in this Agreement. The term Operator shall also refer to the limited partnership's employees, agents, successors, and assigns.

D. **Feasibility Report.** The Operator had a Feasibility Report ("Feasibility Report") prepared and submitted on October 31, 2003, to DNR. The Feasibility Report and any future amendments and modifications to the Feasibility Report, as approved by DNR, are incorporated in their entirety into this Agreement, and specific standing is granted to the Town and the County to enforce those terms.

E. **Plan of Operation.** The Plan of Operation for the Active Fill Area is incorporated herein. Specific standing is granted to the Town and the County to enforce those terms. The Operator shall provide the Town and the County with any and all future amendments or modifications to the Plan of Operation, as approved by DNR, within ten (10) days following receipt thereof, which such amendment or modification shall be incorporated herein by reference, and shall modify this Agreement accordingly. A summary of the Plan of Operation is as follows:

Summary of Plan of Operation	
Design concept	Active Fill Area is proposed as a groundwater separated clay lined landfill. Eight Clay Borrow Areas.
Total Proposed Design Capacity	8,094,000 cubic yards, (includes daily cover)
Expected Site Life	10 to 15 years
Closure	Within expected site life
Total Acreage Owned by Operator	Approximately 714 acres
Proposed Licensed Acreage	48 acres horizontal and 7.80 acres overlaying the Northern Expansion Area of the Solid Waste Facility
Compaction Rate per Cubic Yard	1,550 pounds per cubic yard of air space

F. **Current Zoning.**

1. The parcel of property described in Exhibit B is zoned A-2, M-1, M-3, R-6 and C-2. This Agreement includes a waiver of any zoning prohibition against

landfilling and other site activities in the Active Fill Area as described in Section IV.W.5 hereof. The Operator shall conduct its landfilling activities and other site activities in the Active Fill Area in accordance with this Agreement.

2. The Clay Borrow Areas described in the attached Exhibit G are zoned A-2 and C-2. This Agreement includes a waiver of any zoning prohibition against Clay Borrow Activities at the Clay Borrow Areas as described in Section IV.W.5 hereof. The Operator shall conduct its Clay Borrow Activities in accordance with this Agreement.

G. **Service Area.** For purposes of this Agreement, the proposed service area shall be deemed to include, but shall not be limited to the Wisconsin counties of Dane, Iowa, Lafayette, Sauk, Richland, Columbia, Racine, Kenosha, Rock, Jefferson, Green, Waukesha and Walworth and the Illinois counties of Boone, Winnebago, Stephenson, Kane, Lake, Ogle, Lee, Dekalb and McHenry.

H. **Acceptable Waste Types.** The acceptable waste types shall be nonhazardous municipal, commercial, and industrial Solid Waste, including refuse, garbage, and combustible and noncombustible demolition waste. All Special Waste shall be accepted under the conditions set forth in Exhibit F.

I. **Estimated Waste Quantities.** The Active Fill Area is proposed to average, but not be limited to, 60,800 gate cubic yards (which is approximately 27,000 tons) of Solid Waste per month. Total waste quantities are estimated to be, but not limited to, 730,000 gate cubic yards (which is approximately 320,000 tons) per year.

J. **Notices.** Notices submitted to the Operator may be submitted in person or by first class mail to the following address:

Republic Services of Wisconsin, Limited Partnership
Attention: Site Manager
W8470 State Rd. 11
Delavan, WI 53115

The Operator shall provide a contact person at this address, and shall be required to keep current telephone numbers available to the Town, the County, and the Standing Committee. Furthermore, a 24-hour emergency telephone number shall be provided at all times.

ARTICLE III. TRANSPORTATION

A. **Designated Roadways.**

1. **Designated Authority.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall not use, and shall inform its agents and

Acknowledged Transporters, in writing, not to use, any Town and County roadways located in the Town as a route for vehicle access to and from the Solid Waste Facility for purposes related to any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations in the Active Fill Area or at any other location at the Solid Waste Facility unless those roadways located in the Town are established and authorized by this Agreement as one of the designated Primary Roadways for purposes of vehicle access to and from the Solid Waste Facility. The Operator agrees not to knowingly accept for Disposal any Solid Waste transported to the Solid Waste Facility on roadways in the Town other than the designated Primary Roadways. This Section III.A establishing the designated Primary Roadways and then restricting the roadway use on other roadways in the Town shall not apply to the Operator or its agents and Acknowledged Transporters, to the Town, or to any residents of the Town when these above-noted parties are collecting Solid Waste in the Town in vehicles and then transporting such Solid Waste in vehicles to the Solid Waste Facility for the purpose of Disposal of the Solid Waste in the Active Fill Area at the Solid Waste Facility or for the purpose of Storage of the Solid Waste at the Solid Waste Facility.

This Section III.A shall not apply if the Town, the County, and the Operator, at any time, mutually agree, in writing, to establish any alternative or additional routes in the Town for vehicle traffic access to and from the Solid Waste Facility for any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations in the Active Fill Area or at any other location at the Solid Waste Facility. This Section III.A shall also apply to the Operator, its agents and employees, when these above-noted parties are transporting to or from the Solid Waste Facility construction materials to be used in the construction, maintenance, closure, or Long-Term Care of the Solid Waste Facility.

2. **Primary Roadways.** The Town, during the Initial Term and extending until 40 years after Final Closure, shall permit and designate the following Primary Roadways, located in the Town, to be "Primary Roadways":

- a. For vehicle access and traffic flow to the Solid Waste Facility: State Highways 11, 14, and 89.
- b. For vehicle access and traffic flow from the Solid Waste Facility: State Highways 11, 14, and 89.

The Town, pursuant to Section III.A.1, above, shall allow vehicle access to and from the Solid Waste Facility by the Operator, its agents or Acknowledged Transporters, by way of the Primary Roadways.

The Operator and its agents shall only use, and shall notify any Authorized Transporters, in writing, to only use, the Primary Roadways for vehicle access to and from the Solid Waste Facility for Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations, except as otherwise provided herein.

3. **Reconstruction of Local Roads.** The Town, during the Initial Term and extending until 40 years after Final Closure, shall have the right, at any time, to suspend vehicle traffic flow to and from the Solid Waste Facility, and to temporarily close a portion of any Primary Roadway in order to reconstruct, repair, resurface, and maintain any Town roads, and shall have the right, at any time, to suspend vehicle traffic flow to and from the Solid Waste Facility, and to temporarily close any roads, at any time, for emergency purposes.

4. **Temporary Access Roadway.** If, during the Initial Term and extending until 40 years after Final Closure, any portion of a Primary Roadway has been scheduled to be closed for reconstruction, repair, resurfacing, or maintenance, and if a written application has then been submitted to the Town by the Operator requesting that a temporary access roadway to the Solid Waste Facility in the Town be constructed and maintained by the Town, then the Town shall make all reasonable efforts to construct and maintain a temporary access roadway (“Temporary Access Roadway”) for the Operator, its agents and Acknowledged Transporters. Said Temporary Access Roadway will be constructed in the Town when reasonable vehicle safety and reasonable personal safety can be assured, and where road conditions will allow. The Operator shall pay the costs of construction and maintenance of the Temporary Access Roadway, such costs to be reimbursed 30 days after presentation of an invoice to the Operator, by the Town. This Temporary Access Roadway shall be constructed and maintained by the Town for vehicle use by the Operator, its agents and Acknowledged Transporters. This Temporary Access Roadway shall be constructed and maintained by the Town in an attempt to assure, at all times, vehicle access to and from the Solid Waste Facility by the Operator, its agents and Acknowledged Transporters.

B. **Vehicle Requirements.** During the Initial Term and extending until 40 years after Final Closure, regarding (i) the transporting of Solid Waste into the County to or from the Solid Waste Facility; (ii) the Disposal by the Operator of Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility; and (iii) the Disposal by the Operator’s agents or Acknowledged Transporters, of Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility, the Operator shall use, and shall require its agents and Acknowledged Transporters to use, transport vehicles that are designed, constructed, loaded, and maintained, and equipped with proper covers in such a manner as to prevent or substantially eliminate any portion of any Solid Waste in such transport vehicles from discharging, leaking, spilling, falling, or blowing out of such vehicles onto any public or private lands in the County, excluding the Active Fill Area.

The Operator shall not accept for Disposal at the Solid Waste Facility any Solid Waste that does not arrive at the Solid Waste Facility in transport vehicles that are designed, constructed, loaded, and maintained in such a manner, and that are equipped with proper covers in such a manner, as to prevent or substantially eliminate any portion of any wastes in such transport vehicles from Discharging, leaking, spilling, falling, or blowing out of such transport vehicles onto any public or private lands in the County, excluding the Active Fill Area at the Solid Waste Facility.

C. **Litter and Discharge Beyond the Solid Waste Facility.**

1. **Solid Waste and Hazardous Waste Discharge Reports.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall report any Solid Waste or Hazardous Waste Discharge to the Town Clerk, the County Solid Waste Management Board, and the Standing Committee, in writing, within 48 hours of the Operator receiving any information related to any Discharge in the County, if such Discharge occurred when the Operator, or its agents, were collecting and/or transporting authorized or unauthorized Solid Waste or Hazardous Waste to and from the Solid Waste Facility, and if the Discharge occurrence was caused by the Operator or by its agents. This provision does not apply to any authorized Solid Waste Disposed by Operator or its agents, or by any other parties, in the Active Fill Area.

The Operator, upon oral or written knowledge of any Discharge by the Operator, or its agents, onto any public or private lands in the County, other than any Solid Waste Disposed in the Active Fill Area, shall immediately take all reasonable efforts to contain and then to remove the Discharge from these lands.

The Operator, upon oral or written knowledge of any Hazardous Waste Discharge by the Operator, or its agents, onto any public or private lands in the County, including, but not limited to, the Solid Waste Facility, shall immediately take (i) all reasonable actions to contain and remove the Hazardous Waste; (ii) all reasonable actions to protect the public health and safety of persons in the County; and (iii) all reasonable actions to protect the natural resources in the County.

The Operator, in its written notice, shall describe the location of the Discharge, the date of the occurrence, if known, the type and amount of the Solid Waste or Hazardous Waste Discharge, if known, and the suspected cause of the Discharge, if known.

2. **Discharge Removal on Roadways.** The Operator, during the Initial Term, shall police and remove any Discharge, including litter, from the Primary Roadways or from rights-of-way next to the Primary Roadways within the Town within one mile of the entrance of the Solid Waste Facility. County Trunk Hwy. C shall be included as a Primary Roadway for this section. The Operator shall, once per month during the Initial Term, police and remove any Discharge, including litter, on Highway 14 between Highway 89 and Highway I-43.

D. **Transporters of Solid Waste.**

1. **List of Acknowledged Transporters.** Within 30 days after beginning to accept Solid Waste for Disposal at the Active Fill Area, the Operator shall prepare a list of its Acknowledged Transporters. The list shall contain the names,

addresses, and telephone numbers of the Acknowledged Transporters. The initial list shall be filed with the Town Clerk and the County Clerk, and shall be updated annually after acceptance of Solid Waste by the Operator for Disposal at the Active Fill Area. Such updates shall be submitted to the Town Clerk, the County Solid Waste Management Board, the County Clerk, and the Standing Committee.

This provision requiring names, addresses, and telephone numbers of Acknowledged Transporters shall not apply to the Town or to the residents of the Town authorized by this Agreement to Store Solid Waste at the Solid Waste Facility or Dispose of Solid Waste at the Active Fill Area or drop off recyclable materials at the Solid Waste Facility.

2. **Persons Authorized.** No person, firm or entity, including the Operator, shall, during the Initial Term, transport Solid Waste to the Active Fill Area until a license has been issued by DNR and the Operator has complied with all applicable federal and state Solid Waste laws and regulations related to the operation of the Active Fill Area. The Operator shall not Store or Treat Solid Waste, or authorize any other parties to Store or Treat Solid Waste, in the Active Fill Area, except as noted below, at any location at the Solid Waste Facility, unless such activity has been approved by DNR, and then only if the Operator has complied, or will comply, with any existing federal and state Solid Waste Disposal Facility laws and regulations, and municipal ordinances that are not waived or made inapplicable by this Agreement. The restrictions set forth above do not apply to the Town and Town Residents who may be authorized by the Operator to Store Residential Waste collected from residences in the Town or at a transfer station or at Storage containers located at the Solid Waste Facility or elsewhere in the County, nor to the Storage by the Operator of inert demolition waste, recyclable materials, shredded tires, and/or compostable material, as authorized by DNR.

The Operator understands and agrees that Disposal of waste by Solid Waste transporters licensed by DNR as provided herein does not reduce, nullify, or eliminate any obligation of the Operator under this Agreement or pursuant to applicable law.

ARTICLE IV. OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

A. Reports to Town and County.

1. **Notice of Reports from the Operator.** The Town, the Standing Committee, and the County Solid Waste Management Board, during the Initial Term and extending until 40 years after Final Closure, shall annually receive from the Operator copies of all written reports and written correspondence provided by the Operator during the previous year to DNR or to any other state or federal environmental agency, or to any state or federal court, where those reports and correspondence are associated with the Solid Waste Facility, including, but not limited to, letters, court documents, technical

reports, testing data, recording data, and monitoring data. These copies shall be provided by the Operator at no cost.

2. **Notice of Reports from Government Agencies.** The Town, the Standing Committee, and the County Solid Waste Management Board, during the Initial Term and extending until 40 years after Final Closure, shall annually receive from the Operator copies of all written reports and written correspondence received by the Operator during the previous year from DNR or from any other state or federal environmental agency, or from any state or federal court, when these reports and correspondence are associated with the Solid Waste Facility, including, but not limited to, letters, court documents, technical reports, testing data, recording data, and monitoring data. The Operator shall upon receipt from DNR or from any other state or federal environmental agency of any notice of noncompliance or notice of violation associated with the Solid Waste Facility, provide the Town, the Standing Committee and County Solid Waste Management Board with a copy of said notice. These copies shall be provided by the Operator at no cost.

3. **Town and County Residential Concerns.** The Town, the Standing Committee, and the County Solid Waste Management Board, during the Initial Term and extending until 40 years after Final Closure, shall annually receive from the Operator copies of all written letters, written reports, and other written correspondence received by the Operator during the prior year from public officials of the County, public officials of the Town, or from any resident of the County where the above-noted letters, reports, or correspondence are associated in any way with the Solid Waste Facility. These letters, reports, or correspondence shall include, but are not limited to, complaint letters, court documents, technical reports, testing data, recording data and monitoring data. These copies shall be provided by the Operator at no cost.

4. **Operator Responsibility to Town and County.** The Operator, during the Initial term and extending until 40 years after Final Closure, shall be fully responsible to the Town and the County to take reasonable steps to insure that the Operator and the Acknowledged Transporters, and their employees and agents, transport Solid Waste to and from the Solid Waste Facility, and conduct any other Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations related to or at the Solid Waste Facility, in full compliance with all provisions of this Agreement and all applicable laws, regulations, or ordinances. The Operator shall not allow access by its agents, its Acknowledged Transporters, or any other party to the Solid Waste Facility for purposes of Disposing, Storing, or Treating of Solid Waste or Hazardous Waste in the Active Fill Area, or for any other purposes associated with any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations related to or at the Solid Waste Facility, if the Operator has knowledge that the above-noted agents, Acknowledged Transporters, or other parties are not complying, or have not complied, with the applicable provisions of this Agreement, including, but not limited to, the following sections:

- a. Section III.A, Designated Roadways

- b. Section III.B, Vehicle Requirements
- c. Section III.C, Litter and Discharge Beyond the Solid Waste Facility
- d. Section III.D, Transporters of Solid Waste
- e. Section IV.B, Hours and Days of Operation
- f. Section IV.G, Fire, Disaster and Hazard Control
- g. Section IV.U, Prohibition Against Hazardous Waste Disposal

5. **Notice of Agreement.** The Operator, during the Initial Term, shall notify, in writing, its agents and Acknowledged Transporters who are allowed by the Operator to transport Solid Waste to and from the Solid Waste Facility for Disposal in the Active Fill Area of the applicable provisions of this Agreement. Such written notice shall be provided to such agents and Acknowledged Transporters when they commence transporting Solid Waste.

B. **Hours and Days of Operation.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations by its agents, Acknowledged Transporters, or any other parties at the Solid Waste Facility before 6:30 a.m., Monday through Saturday. The Operator will be permitted to warm up equipment and vehicles beginning at 6:00 a.m., Monday through Friday. The Operator shall terminate all construction, Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations, and it shall not allow any construction, Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations by its agents, Acknowledged Transporters, or by any other parties at the Solid Waste Facility, after 5:00 p.m., Monday through Friday, and after 12:30 p.m., Saturday. Covering operations may continue until 1:00 p.m., Saturday. Provided, however, that on Saturdays that follow a legal holiday that is on a weekday, Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations may continue until 2:00 p.m. and covering operations may continue until 2:30 p.m. The above-noted hours and days of operation may be amended by mutual written agreement of the Town and Operator.

The Operator shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations, nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations by its agents, Acknowledged Transporters, or any other parties at

the Solid Waste Facility on Sundays or on the following holidays: Christmas Day, Easter, Thanksgiving, Labor Day, New Year's Day, Memorial Day, and Independence Day. Any operation herein shall be deemed to include the operation of any vehicles, machinery, or equipment.

Notwithstanding the above-noted provisions, if any emergency should occur at the Solid Waste Facility, the Town and/or the County shall be allowed to enter the Solid Waste Facility at any time, and shall be allowed to then take the appropriate and necessary actions at the Solid Waste Facility to protect the public health, welfare, and safety of persons in the Town and the County and to protect public or private property, other than the Solid Waste Facility, and shall be allowed to take appropriate and necessary actions to protect the natural resources of the Town and the County. Such actions in an Emergency shall not include Disposal, Storage, or Treatment of Solid Waste at the Solid Waste Facility.

C. **Dust, Dirt, and Debris Control at the Solid Waste Facility.** The Operator, during the Initial Term, and specifically including the construction phase, such phase being considered a part of the Initial Term, and extending until 40 years after Final Closure, shall take the appropriate and necessary actions to control the blowing of dust and debris from the Solid Waste Facility, and shall take appropriate or necessary actions to control the Discharging of other Solid Waste or pollutants or contaminants from the Solid Waste Facility onto any lands outside the Solid Waste Facility. The Operator shall Dispose Solid Waste in the Active Fill Area, and shall conduct any construction, Disposal Operations, Storage Operations, Treatment Operations, Clay Borrow Activities, and Long-Term Care Operations at the Solid Waste Facility in such a manner that utilizes available technology, equipment, and manpower to minimize odors, litter, dust, dirt, debris, or other materials, or any substance that might be carried by wind or other means across the boundary of the Solid Waste Facility onto any lands outside the Solid Waste Facility. The Operator shall apply all appropriate or necessary cover materials on the Solid Waste Disposed in the Active Fill Area to prevent the blowing of litter and debris.

D. **Groundwater Monitoring.** The Operator shall undertake any Groundwater Monitoring Program (including private wells), required by DNR, or any requirement made by DNR to test groundwater and/or private wells. The Operator shall also conduct the well sampling program described on the attached Exhibit H incorporated herein, including obtaining water samples of wells identified in Exhibit H, and performing background tests for all of the parameters described in that exhibit. Similarly, the Operator shall take water samples of Turtle Creek and perform background tests, as set forth in Exhibit H and in accordance with the applicable DNR approved Groundwater Monitoring Plan.

E. **Noise and Air Quality.** The Operator shall comply with all reasonable noise control measures as requested by the Standing Committee. In no event shall the noise created by the Operator cause the noise level at any residential property in the vicinity of the Solid Waste Facility site which is not owned by the Operator to exceed 80

decibels, as indicated in a certified decibel meter reading. The Operator shall also be in conformity with all applicable DNR air quality standards.

F. **Rodent and Insect Control at the Solid Waste Facility.**

1. **Prevention of Rodents and Insects.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall Dispose Solid Waste in the Active Fill Area in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent or eliminate rodent and insect harborage.

2. **Control of Rodents and Insects.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall take appropriate and necessary actions to control any rodents and any insects at the Active Fill Area. The Operator shall exterminate, for public health reasons, any rodents and insects at the Active Fill Area. The Operator shall apply at the Active Fill Area the pesticides or rodent control measures at appropriate levels to prevent any damage to or injury to public property or private property in the Town, to prevent damage or injury to any persons in the County, and to prevent damage to the natural resources in the County.

G. **Fire, Disaster and Hazard Control.**

1. **Creation of Fire Hazards.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall Dispose Solid Waste in the Active Fill Area at the Solid Waste Facility in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent fires and explosions from occurring at the Solid Waste Facility, and to prevent or eliminate any fire hazards or any potentially explosive hazards from occurring at the Solid Waste Facility.

2. **Public Nuisance.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall Dispose Solid Waste in the Active Fill Area at the Solid Waste Facility in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent any public nuisance in the Town or the County from occurring as a result of the Solid Waste Facility or its operations, including public nuisances associated with polluted groundwater, polluted air, and polluted surface water.

3. **Private Nuisance.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall dispose Solid Waste in the Active Fill Area at the Solid Waste Facility in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent any private nuisance in the Town or the County from occurring as a result of the Solid Waste Facility or its operations, including any private nuisances associated with polluted groundwater,

polluted air, and polluted surface water. In the event that a private nuisance occurs, or in the event the Operator causes any individual property owner damages or other harm which forms the basis of a cause of action, including trespass, negligence, or any other violation of this Agreement for which an individual is aggrieved, such individual may bring an action against the Operator for appropriate relief. In the event that such individual property owner prevails, they shall be entitled to their reasonable attorney fees and costs in prosecuting such action.

4. **Hazardous Waste Nuisance.** The Operator shall not, at any time during the Initial Term and extending until 40 years after Final Closure, Dispose, Store, or Treat Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, nor shall it allow Disposal, Storage, or Treatment of Hazardous Waste by its agents, Acknowledged Transporters, or any other party in the Active Fill Area or at any other location at the Solid Waste Facility. The Operator, whenever appropriate and necessary, shall separate, remove, contain, cover, or isolate any particular Solid Waste or any particular Hazardous Waste that has been Disposed, Stored, or Treated in the Active Fill Area or at any other location at the Solid Waste Facility in such a manner as to prevent a public or private nuisance in the Town, to prevent any liberation of hazardous or poisonous gas from the Solid Waste Facility to any other location in the County, to prevent any liberation of Hazardous Waste from the Solid Waste Facility to any other location in the County, or to prevent any damage to the natural resources of the County. Enforcement of this section shall be as set forth under Sections IV.G.2 and IV.G.3, above, and Sections IV.H and IV.I below.

5. **Security Personnel.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall have the responsibility and duty to the Town to employ or retain at the Solid Waste Facility the appropriate and necessary employees or personnel to provide and maintain proper security in the Active Fill Area or at any other location at the Solid Waste Facility for the purpose of preventing or substantially reducing any physical access by unauthorized parties to the Solid Waste Facility.

H. **Court Action by Town, County, or Standing Committee.** The Town, the County, or the Standing Committee, during the Initial Term and extending until 40 years after Final Closure, notwithstanding any contrary provisions of this Agreement, may commence and maintain, individually or jointly, legal actions against the Operator under the common law of public nuisance, trespass, negligence, strict liability, breach of contract, and/or agency, or under any applicable state and federal statutory or common laws, for damages and costs suffered by the Town or the County related to or associated with any public nuisance or physical injury to any party or any property caused by or alleged to have been caused by the Operator arising in any way as a result of any anticipated or unanticipated occurrences in the Town or the County related to or associated with the Solid Waste Facility which are caused by the Operator or its agents, including, but not limited to, occurrences related to or associated with Disposal, Storage, or Treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, occurrences related to or associated with the

transportation of Solid Waste or Hazardous Waste to and from the Solid Waste Facility by the Operator or its agents, and any occurrences related to or associated with any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility.

If the Town, the County, or the Standing Committee prevail in any such action as noted above against the Operator, the Operator shall be liable for any and all costs and damages suffered by the Town, the County, or their respective residents. The Town, the County, or the Standing Committee shall be entitled to seek and receive abatement of any public nuisance that may be related to or associated with the Solid Waste Facility which they have proved to be caused by the Operator or its agents.

In addition, the prevailing party, in any such legal action, or in any action enforcing any term of this Agreement found to have been violated, shall be awarded by the court its reasonable attorney fees, its reasonable expert fees, and any other reasonable legal costs.

I. **Administrative Action.** The Town, the County, or the Standing Committee, during the Initial Term and extending until 40 years after Final Closure, notwithstanding any provisions of this Agreement, may petition DNR under Wis. Stat. §§ 289.92 or 291.89, as amended, to initiate action by DNR against the Operator for a violation or an alleged violation by the Operator of any rule promulgated or special order, plan approval, license, or any term or other condition of a license established or issued by DNR wherein any such violation or alleged violation is related to or associated with the Solid Waste Facility. The Operator retains the right to assert any defense it may have related to any petition.

J. **Temporary/Emergency Closure of Active Fill Area.** During the Initial Term, the Operator shall notify, in writing, within 48 hours, the Town Clerk, the Standing Committee, and the County Solid Waste Management Board regarding any temporary, Emergency, or Final Closure of the Active Fill Area, including any ordered temporary, Emergency, or Final Closure of the Active Fill Area, wherein such order is made by DNR or by any other state or federal agency, or by any state or federal court. The Operator shall provide in its written notice to the Town and the County the specific reasons, if known, for a temporary, Emergency, or Final Closure of the Active Fill Area.

K. **Access to the Solid Waste Facility.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall allow the Town, the Standing Committee, and the County, by their respective officers, employees, or agents, the right to immediately obtain access to and enter the Solid Waste Facility during any Emergency at the Solid Waste Facility. The above-noted parties, in addition, shall have the right to obtain access to and enter the Solid Waste Facility during all other times upon 24-hours' oral or written notice from the Town, the County, or the Standing Committee. Physical access to the Solid Waste Facility shall be allowed:

1. To inspect and monitor Disposal Operations, Storage

Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility;

2. To sample and test groundwater, leachate, and air quality at the Solid Waste Facility (provided that any sampling or testing must be performed by a licensed professional engineer using methods and materials approved by DNR, and further provided that access to the monitoring wells shall be available only when an employee of the Operator is present);
3. To sample and test characteristics of the Solid Waste at the Solid Waste Facility; or
4. To take any appropriate and necessary action at the Solid Waste Facility during any Emergency to protect the public health, safety, and welfare of the residents of the Town and the County, and/or to take any appropriate and necessary action to protect the natural resources of the Town and the County.

At all times, the designated officers, employees, or agents of the Town, County and the Standing Committee shall be accompanied by an agent of the Operator, if such agent is made available. In addition, the activities of the designated officers, employees, or agents shall be conducted so as to not interfere with normal business operations at the Solid Waste Facility.

L. **Repair, Maintenance, and Reconstruction of the Active Fill Area**. The Operator, during the Initial Term and extending until 40 years after Final Closure, shall have the responsibility to the Town and the County to:

1. Properly and timely maintain, repair, and reconstruct the Active Fill Area;
2. Properly and timely provide Long-Term Care of the Active Fill Area; and
3. If appropriate and necessary, temporarily or permanently close the Active Fill Area for Disposal Operations;

if, at any time, the failure by the Operator to properly and timely maintain, repair, reconstruct, or properly and timely provide Long-Term Care of the Active Fill Area, and/or its failure (if appropriate and necessary) to temporarily or permanently close the Active Fill Area for Disposal Operations is likely to present a substantial danger of creating a public or private nuisance in the Town or the County, or is likely to create a substantial danger to the public health, safety, or welfare of any persons in the Town or

the County, or is likely to cause substantial damage to the natural resources in the Town or the County.

M. **Hazardous Waste Disposal Notice.** The Operator, during the Initial Term and extending until 40 years after Final Closure, upon its receipt of any information that Hazardous Waste has been transported to the Solid Waste Facility, or information that any Hazardous Waste has been Stored, Treated, Disposed, or handled in any way by the Operator, its agents, Acknowledged Transporters, or by any other parties in the Active Fill Area, or any other location at the Solid Waste Facility, shall give notice, orally, within 24 hours' of its receipt of the information, to the Town Clerk, the Standing Committee, and the County Solid Waste Management Board. The Operator, in addition, shall notify the above-noted parties, in writing, within 48 hours of the receipt of this information. Such notice shall describe the date of the occurrence and the type, amount, and source of Hazardous Waste. The Operator, upon receipt of such information, shall immediately commence any appropriate and necessary action to properly remove or to properly contain the Hazardous Waste at the Solid Waste Facility.

N. **Hazards Notice.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall orally notify the Town, the County, the Standing Committee, and the County Solid Waste Management Board within 24 hours of the receipt of information by the Operator of the following known or suspected hazards or known or suspected occurrences in the Active Fill Area or at any other location at the Solid Waste Facility: fires, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases, and hazardous gases or hazardous dust. The Operator, in addition, shall report in writing within 48 hours of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, the location of such hazards or occurrences, any incidents of damage to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences, and actions taken or actions to be taken in the future by the Operator regarding the above-noted known or suspected hazards or known or suspected occurrences. If, at any time, the Town or the County are notified of a hazardous condition, as described above, or should the Operator fail to undertake, in a diligent fashion, appropriate Remedial Action or Removal Action, then the Town and the County are authorized to undertake any and all Remedial Actions and/or Removal Actions they deem appropriate, in their sole discretion, pursuant to Sections I.Y, I.Z, and IV.K, above. In the event such Remedial Actions or Removal Actions are taken, the Operator shall reimburse the Town and/or the County for the cost of all such actions, as provided in Sections V.A and V.E, below.

O. **Responsible Managers.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall provide to the Town, the County, the Standing Committee, and the County Solid Waste Management Board, the names, titles, addresses, and telephone numbers of any responsible manager or responsible managers retained or employed by the Operator whose responsibilities to the Operator, and authority from the Operator, shall be to manage, control, and administer the Disposal of Solid Waste in the Active Fill Area, and to manage, control, and administer any Disposal

Operations, Storage Operations, sites construction operations, Treatment Operations, and Long-Term Care Operations at or related to the Solid Waste Facility. The names, titles, addresses, and telephone numbers of the responsible manager(s) shall be provided within 20 days after this Agreement is executed by the Local Committee, the Town, and the Operator, and shall be updated whenever necessary thereafter, in writing, to provide the most current names, titles, addresses, and telephone numbers of the current responsible manager(s).

P. **Height Restrictions.** The maximum height of the proposed Active Fill Area shall not exceed 1,099 feet above sea level. The bottom of the Active Fill Area shall be a minimum of 10 feet above the highest groundwater level, unless a more restrictive requirement is set forth in the Plan of Operation, or any modification thereof.

Q. **Erosion and Run-off.**

1. **Erosion Restrictions.** The Operator, during the Initial Term and extending until 40 years after Final Closure, will control surface water runoff and erosion by compliance with the provisions of the Plan of Operation for the Solid Waste Facility on file with DNR. All Clay Borrow Activities shall comply with all best management practices in the clay operational plans approved by the DNR and the conditions set forth on the attached Exhibit G-1.

2. **Abatement of Erosion.** The Operator, during the Initial Term and extending until 40 years after Final Closure, upon written notice by the Town, the County, or the Standing Committee describing to the Operator the location of any surface water run-off or erosion discharged from the Active Fill Area onto any other lands located in the Town and the County which violates the Plan of Operation on file with DNR, shall, within three days of receipt of the written notice, take appropriate and necessary actions to abate or remove the described run-off or erosion from such other lands, subject to the Operator's right to challenge the same via arbitration under Section V.E.1, below.

R. **Standing Open Water and Wetlands.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall take appropriate action to prevent the standing of water at the Solid Waste Facility, except for those sedimentation basins and ponds approved by DNR.

S. **Surface Water.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall take the appropriate and necessary actions to direct all surface water coming in contact with any Solid Waste at the Active Fill Areas into an appropriately maintained leachate collection system. The Operator shall take the appropriate and necessary actions to direct all surface water not coming into contact with the Solid Waste into the appropriately maintained sedimentation basin located at the Solid Waste Facility. The Operator shall not discharge water, nor shall it allow the discharge of water, from any sedimentation basin at the Solid Waste Facility into any

surface water drainage area at the Solid Waste Facility until the surface water discharge complies with the appropriate regulations and requirements of DNR.

T. **Open Green Space.** The Operator, from the date of Final Closure and extending until 40 years after Final Closure, shall establish the closed Active Fill Area as an open green space. Open green space shall refer to a treeless, undisturbed, unimproved vegetated area consistent with the intent of preserving the integrity of the closed Active Fill Area. The uses, activities, and operation at the closed Active Fill Area shall be consistent with maintaining the long-term environmental stability and physical integrity of the closed Active Fill Area as may be required by DNR.

U. **Prohibition Against Hazardous Waste Disposal.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall not knowingly transport Hazardous Waste to the Solid Waste Facility, nor shall it knowingly Dispose Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility. The Operator, in addition, shall not knowingly allow its agents, Acknowledged Transporters, or any other parties to transport Hazardous Waste to the Solid Waste Facility, nor shall it knowingly allow the above-noted parties to Dispose Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility. This provision shall in no way be construed or interpreted by any person to be less stringent than any regulations of DNR relating to the Disposal, Storage, or Treatment of Hazardous Waste at any location, including in the Active Fill Area and any other location at the Solid Waste Facility. This provision shall in no way be construed or interpreted by any person to mean that the Town or the County authorize or approve, in any way, of the Disposal, Storage, or Treatment of Hazardous Waste at the Solid Waste Facility or any operations related thereto.

V. **Change in Ownership.**

1. This Agreement shall be applicable to the present Operator, Republic Services of Wisconsin, Limited Partnership, its successor and assigns, and to all parties to whom the Operator may transfer any or all of its ownership interests or contracts or subcontracts concerning its operations in and responsibilities concerning the Solid Waste Facility.

2. In conjunction with Section IV.V.1 above, the Operator, shall notify the Town, the County, and DNR of any and all proposed changes in ownership or operation of the Solid Waste Facility, and, at least 60 days prior to the effective date of such proposed change in ownership or operation, shall provide proof that any such successor or assign has notice of, and acknowledges, this Agreement and the duties and obligations hereunder.

3. In conjunction with the foregoing, the Operator shall not transfer any of its interest in the operation of the Solid Waste Facility or of its property interest in the Solid Waste Facility unless such party or parties can be demonstrated by the Operator to have the ability, both financially and operationally, to comply with the requirements of

this Agreement, the DNR, the landfill license, and/or State law. The Operator shall provide documentation sufficient to demonstrate the same prior to transferring any such interests. The Town and County shall have standing to challenge such transfer if the transferee does not have the ability, financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license and/or State law. The Town and the County shall have sixty (60) days from the receipt of the aforementioned documentation in which to bring an action in circuit court to prevent or avoid such transfer, unless such deadline is extended by mutual agreement of the Town, the County and the Operator.

4. In conjunction with the foregoing, in the event the Operator transfers any of its interest in the operation of the Solid Waste Facility or of its property interest in the Solid Waste Facility, Republic Services, Inc. shall remain bound by the Guaranty that is part of this Agreement, unless the transferee can provide a replacement guaranty that is at least equivalent to the Guaranty provided by Republic Services, Inc. and unless the Operator or Republic Services, Inc. can demonstrate that the replacement guarantor has the ability, both financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license, and/or State law (the ability of the replacement guarantor, both financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license, and/or State law is hereinafter also referred to as the "compliance ability of the replacement guarantor"). The Operator or Republic Services, Inc. shall provide documentation sufficient to demonstrate the same. The Town and County shall have standing to challenge the sufficiency of the replacement guaranty or challenge the compliance ability of the replacement guarantor. The Town and the County shall have sixty (60) days from the receipt of the aforementioned documentation in which to bring an action in circuit court to challenge the sufficiency of the replacement guaranty or challenge the compliance ability of the replacement guarantor, unless such deadline is extended by mutual agreement of the Town, the County and the Operator or Republic Services, Inc. In the event the sufficiency of the replacement Guaranty is not challenged by the Town and County, and the Town and County do not challenge the compliance ability of the replacement guarantor, upon presentation to the Town and County of an original replacement guaranty in the same form as the Guaranty provided by Republic Services, Inc. hereunder, the Guaranty provided by Republic Services, Inc. shall be released and of no further force and effect and Republic Services, Inc. shall have no obligation under said Guaranty. In the event the Town and County challenge the sufficiency of the replacement guaranty, or challenge the compliance ability of the replacement guarantor, and a final non-appealable court judgment or decision finds that the replacement guaranty is not at least equivalent to the Guaranty provided by Republic Services, Inc. hereunder, or that the replacement guarantor does not have the ability, financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license and/or state law, then the Guaranty of Republic Services, Inc. shall not be released. In the event the Town and County challenge the sufficiency of the replacement guaranty, and a final non-appealable court judgment or decision finds that the replacement guaranty is at least equivalent to the Guaranty provided by Republic Services, Inc. hereunder, and that the replacement guarantor has the ability, financially and operationally, to comply with the

requirements of this Agreement, the DNR, the landfill license and/or state law, then upon presentation to the Town and County of an original replacement guaranty in the same form as the Guaranty provided by Republic Services, Inc. hereunder, the Guaranty of Republic Services, Inc. shall be released and of no further force and effect and Republic Services, Inc. shall have no obligation under said Guaranty.

W. **Operation Terms.**

1. **Initial Term.** The length of the Initial Term shall be as defined in Article I, above.

2. **Disposal Operations, Storage Operations, and Treatment Operations.** During the Initial Term, the Operator shall be allowed to construct, operate, repair, maintain, and close the Solid Waste Facility, and it shall also be allowed to continue to conduct Solid Waste Disposal Operations on the currently-licensed facility and at the Active Fill Area, without any further payment to the Town or the County of any fees, charges, taxes (except real and personal property taxes), and without the further issuance of any licenses, approvals, or permits, and without being subject to any further conditions, except as specifically provided for in this Agreement. It is the intent of the parties that this Agreement supersedes any and all fees, charges, taxes (except real and personal property taxes), licenses, approvals and permits imposed by Town and County ordinances, except as specifically provided for in this Agreement. Further, the Operator shall be permitted to conduct Clay Borrow Activities as described in the clay borrow operational plans approved by the DNR and the conditions set forth on the attached Exhibit G-1 without any further payment to the Town or the County of any fees, charges, taxes (except real and personal property taxes) and without the further issuance of any licenses, approvals, or permits, and without being subject to any further conditions, except as specifically provided for in this Agreement.

However, during the Initial Term, the Operator shall conduct Solid Waste Disposal, and it shall only allow Solid Waste Disposal Operations by its agents, at the Solid Waste Facility subject to the requirements and specific provisions established in this Agreement.

The Operator, during the Initial Term and extending until 40 years after Final Closure, shall not conduct Storage Operations, nor shall it allow any Storage Operations at the Active Fill Area, except as noted below, except with the written approval of DNR and subject to the requirements and specific provisions established in this Agreement.

The Operator during the Initial Term shall not conduct Treatment Operations, nor shall it allow any Treatment Operations at the Active Fill Area, except with the written approval of DNR and subject to the requirements and specific provisions established in this Agreement.

This above-noted provision restricting Storage and Storage Operations by the Operator at the Solid Waste Facility shall not apply to the Operator when the Town and Town residents have been authorized to Store Solid Waste collected from only Solid Waste sources in the Town at the transfer station or at any Storage containers.

This section shall not apply to existing operations currently permitted by DNR.

3. **Initial Operations, Closure Operations, and Post-Closure Operations.** The Operator, during the Initial Term, shall be fully responsible to the Town and the County to properly maintain, construct, repair, and close the Active Fill Area at the Solid Waste Facility, and to properly conduct the Disposal Operations and authorized Storage and Treatment Operations at the Solid Waste Facility.

The Operator, after the date of Final Closure and extending until 40 years after Final Closure, shall be responsible to the Town and the County to provide the proper Long-Term Care Operations at the Active Fill Area.

The Operator, during the Initial Term and extending until 40 years after Final Closure, shall be responsible to the Town and the County to take any appropriate and necessary Removal Actions or Remedial Actions at the Active Fill Area.

The Operator, after the date of Final Closure, shall cease transportation of Solid Waste to the Active Fill Area; shall prevent any further transportation of Solid Waste to the Active Fill Area at the Solid Waste Facility, shall cease Disposal of any Solid Waste at the Active Fill Area, shall prevent any further Disposal of Solid Waste at the Active Fill Area, and shall not conduct or allow any Disposal Operations, Storage Operations, or Treatment Operations at the Active Fill Area or at any other location at the Solid Waste Facility unless an Expansion has been approved by DNR and if, in addition, the Operator has complied with or will comply with any existing federal and state Solid Waste laws and regulations applicable at the time of the approved Expansion.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, may conduct Solid Waste Disposal Operations, Solid Waste Storage Operations or Solid Waste Treatment Operations at any locations, excluding at the Active Fill Area at the Solid Waste Facility, if such Disposal Operations, Storage Operations or Treatment Operations at the Solid Waste Facility are an Expansion of the Solid Waste Facility and such Expansion has been approved pursuant to the procedures set forth by law applicable at that time, and if, in addition, the Operator has complied with or will comply with any existing federal and state Solid Waste Disposal Facility laws and regulations applicable at the time of the approved Expansion.

4. **Expansion.** No further Expansion of the Solid Waste Facility beyond the Active Fill Area shall occur except pursuant to the procedures set forth by law applicable at that time.

5. **Local Approvals.** Except as otherwise provided herein, the Town and County ~~following are hereby waived:~~ are hereby waived: all applicable ordinances, regulations, permits, licenses, zoning, Local Approvals and Pre-existing Local Approvals of the Town and County that may be required of the Operator to allow it to: (i) construct, operate, maintain, fill, erect berming in, repair and close the Active Fill Area and provide Long-Term Care of the Active Fill Area and to conduct Disposal Operations, Storage Operations, Treatment Operations, Removal Actions, Remedial Actions, landfill gas extraction activities and landfill gas to energy operations at the Solid Waste Facility, and undertake investigations and feasibility studies at the Solid Waste Facility, and conduct landfilling activities at the Active Fill Area, and to continue to conduct such activities on the currently-licensed landfill, and (ii) conduct Clay Borrow Activities at the Clay Borrow Areas. This waiver includes the waiver of all fees and enforcement provisions of the above described ordinances, regulations, permits, licenses, zoning, Local Approvals and Pre-Existing Local Approvals. This waiver shall continue until forty (40) years after Final Closure or until the Long-Term Care responsibility of the Operator ceases. However, this waiver does not extend to any Expansion. This waiver shall extend to Long-Term Care Operations which the Operator must undertake pursuant to the DNR's regulations pertaining to the Solid Waste Facility.

These regulatory and enforcement waiver provisions do not apply for any other uses, operations or businesses at the Solid Waste Facility except: (1) those uses, operations and businesses that are directly and specifically related to and consistent with Solid Waste Disposal Operations at the Active Fill Area and at the currently-licensed facility and Clay Borrow Activities at the Clay Borrow Areas, (2) those uses that are being undertaken by the Operator at the time of execution of this Agreement; and (3) the expansion of recycling operations at the Landfill to permit on-site sorting, compacting, crushing, baling, densifying and chipping of recyclable materials, but not to include melting and smelting, or any other process involving the actual reuse or remanufacture of recyclables. These regulatory and enforcement waiver provisions do not apply to allow Operator to operate a collection and transportation service as defined in Wisconsin Administrative Code Section NR500.03(39) at the Solid Waste Facility.

Notwithstanding the foregoing, these regulatory and enforcement waiver provisions do not include speed limits, issuance of Waste hauler permits (with a fee not to exceed what is reasonable and customary), litter control, building permits, rules of the road, road obstruction, excavation powers, fire safety permits or zoning at locations other than the Solid Waste Facility. Any recycling involving melting, smelting, or other remanufacture or reuse of recyclables, or any tire shredding or composting beyond that currently undertaken shall be subject to the conditional use permit and permit process as set forth in the Town and County ordinances. Any other use of the Solid Waste Facility ~~not hereinbefore mentioned~~ referred to in this Section IV.W.5 shall be approved by the Town and County pursuant to the normal procedures involved with obtaining conditional use permits under applicable zoning ordinances. This Agreement specifically supersedes the Town and County zoning and ordinances to the extent that the uses of the property described in Exhibits B and G and referred to in this Agreement as the Solid Waste Facility, are consistent with the uses permitted in this ~~section~~ Section IV.W.5.

Except as set forth herein, these regulatory and enforcement waiver provisions do not apply in any way to or waive any authority the Town or the County may have now or may in the future have to control or regulate, by regulation, ordinance, permit, license or by order, the uses, operations and businesses at the Solid Waste Facility or at the currently-licensed facility, where these orders, permits, licenses, or ordinances are deemed necessary by the Town Board or the County Board to protect the public health, safety, and welfare, or prevent a public nuisance.

The parties agree that the Town is the appropriate governing body for approval under Wisconsin Statutes §289.33(9)(j), and that the Town Board and County Board shall not take any further action with respect to the zoning or conditional use permits as may apply to the Solid Waste Facility because all zoning and conditional use permits requirements are waived for the Solid Waste Facility for the uses of the Solid Waste Facility described in this section Section IV.W.5.

X. **Standing Committee**. The Operator and the Local Committee shall agree to the formation of a Standing Committee, which would consist of three residents of the Town, appointed by the Town Board, the County Solid Waste Management manager, or his designee, and one representative appointed by the Operator. The Standing Committee shall have the functions described in Exhibit C. Specifically, the Standing Committee shall exercise its powers pursuant to the procedures set out in Exhibit C. The Operator will finance the first \$3,000.00 of the Standing Committee's costs annually. The remainder of the Standing Committee's costs shall be borne by the Town and the County in proportion to their representation on the Standing Committee, if the Standing Committee receives prior approval of such costs by the Town or the County. The Landfill Fund may provide the financing of these additional expenses. The Operator's contributions to the Standing Committee shall increase annually by 4% per year or the Prime Rate, whichever is greater, effective January 1 following the execution of this Agreement.

ARTICLE V.

FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

A. **Indemnification to Town and County**. The Operator, during the Initial Term and extending until 40 years after Final Closure, shall indemnify, hold harmless, and defend the Town and the County, and their respective officers, employees, and agents, the Local Committee members appointed under Wis. Stat. § 289.33, and the Standing Committee members, from any and all liability, loss, cost, expenses (including costs of defense, reasonable attorney fees, Removal Action costs, and Remedial Action costs), interest, and damages that it or they might suffer or pay out to another as a result of any claim, demand, suit or action, or right of action (in law or equity) arising against the Town, the County, their respective officers, employees, and agents, the Local Committee members appointed under Wis. Stat. § 289.33, or the Standing Committee members as a result of an injury (including death) or damage to any person or property, brought by any party where-in such injury or damage arises in any way as a result of any

anticipated or unanticipated occurrences as defined below, including any act or omission, negligent or otherwise, of the parties indemnified hereunder or the Operator or its agents in connection with the Active Fill Area, with the Solid Waste Facility or with any other obligation from the landfill operations described in this Agreement. For purposes of this Agreement, occurrences shall be deemed to be those associated with the negotiation/arbitration process that occur pursuant to Wis. Stat. Ch. 289, as amended, occurrences which result from the actions or negligence of the Operator or its agents in connection with the Disposal, Storage, or Treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or at operations related thereto, and occurrences which result from the actions or negligence of the Operator or its agents in connection with any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility or at any operations related thereto.

Except as provided below, the above-noted provision shall include full reimbursement to the Town and the County, and their respective officers, employees, and agents, and to the Local Committee members and the Standing Committee members by the Operator of the legal fees and the legal costs incurred in the legal defense of the Town and the County, and their respective officers, employees, and agents, and by the Local Committee members appointed under Wis. Stat. § 289.33, and the Standing Committee members. Additionally, except as provided below, the Town, the County, and the above-noted parties shall have the right to select for legal defense their own attorney(s), with full reimbursement for any legal fees and costs to be made to such attorney(s) by the Operator.

Notwithstanding the language above, the Operator need not indemnify the Town or the County, or their respective officers, employees, or agents, or the Local Committee members appointed under Wis. Stat. § 289.33, or the Standing Committee members wherein it is found by a court of competent jurisdiction that the injury or damage was the result of the sole negligence or the intentional, wanton, or willful acts of the Town or the County, or their respective officers, employees, or agents, or the Local Committee members appointed under Wis. Stat. § 289.33, or the Standing Committee members, or any combination thereof. All claims for indemnification by the Town, the County, or the other parties listed under this section shall be asserted and resolved as follows:

1. In the event that any claim or demand for which the Operator would be liable to the Town, the County, or the other parties hereunder (collectively, "Indemnatee"), is asserted against or sought to be collected from Indemnatee by a third party, Indemnatee shall promptly notify the Operator, in writing, of such claim or demand, specifying the nature of such claim or demand and the amount of the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand). This written notification shall be referred to as the "Claim Notice." The Operator shall have

15 days from the time the Claim Notice is post-marked, or such shorter time as may be reasonably required under the circumstance ("Notice Period"), to notify the Indemnitee:

- a. Whether or not the liability of the Operator to such party hereunder with respect to such claim or demand is disputed; and
 - b. Whether or not the Operator desires, at its sole cost and expense, to defend the Indemnitee against such claim or demand.
2. In the event that the Operator notifies the Indemnitee within the Notice Period of its desire to defend the Indemnitee against such claim or demand, except as hereinafter provided the Operator shall have the right to defend by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by it to a final conclusion. To the extent that a defense against any such claim or demand or any portion thereof is finally unsuccessful, it shall conclusively be deemed an indemnification obligation by the Operator. If the Indemnitee desires to participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense.
 3. If the Operator elects not to defend the Indemnitee against any claim or demand, whether or not giving the Indemnitee timely notice as provided above or otherwise, then the Indemnitee shall defend such claim and shall use the procedures under Section V.A.4, below, to challenge the Operator's decision not to defend. In the event the Indemnitee prevails in its challenge of the Operator's election, then the Indemnitee's costs and expenses shall be deemed an indemnification obligation of the Operator.
 4. Disputes regarding the liability of the Operator to the Indemnitee under this section shall be resolved by arbitration in the manner provided in Section V.E.1, below. While awaiting resolution of such disputes, costs incurred from any action taken by a party to protect its interests or any loss suffered due to inaction may be the subject of a claim brought before the arbitration panel handling the dispute as to liability.

5. Notwithstanding any of the foregoing language, this Agreement does not waive, and is not in any way intended to waive, any of the protections afforded a municipality by statute, including those established by Wis. Stat. § 893.80.

B. **Letters of Credit.** Pursuant to the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 (relating to the Northern Expansion of the Solid Waste Facility), the Operator is required to provide the Town and County with separate letters of credit in the amount of One Hundred Thousand Dollars (\$100,000) until twenty (20) years after Final Closure of said Northern Expansion. The parties agree that, during the period when said letters of credit are in full force and effect, the Town and County may draw upon said letters of credit for reimbursement of losses, costs, expenses, damages and liabilities incurred by the Town and County as a result of the failure of the Operator to reasonably comply with the terms and conditions of this Agreement.

C. **Pollution Legal Liability Insurance.** The Operator, or Republic Services, Inc. on behalf of the Operator, or any party that provides a replacement guaranty under Section IV.V.4, during the Initial Term and extending until 20 years after Final Closure, shall name and maintain the Town and County as additional insureds on a pollution legal liability insurance policy having a face amount of not less than Twenty Million Dollars (\$20,000,000.00), in aggregate, for the Solid Waste Facility. Such policy shall be substantially in the form set forth in Exhibit E attached hereto. The Operator shall provide the Town, County and Standing Committee with an insurance declaration sheet and complete copies of any replacement policy at least thirty (30) days prior to changing such policies.

D. **Enforcement of Security Requirements.** Failure by the Operator to provide and to maintain the letters of credit or insurance described above shall subject the Operator to immediate enforcement action, under which the Town or the County, or both, shall have the right to seek and obtain a court order to compel compliance subject to the provisions herein, together with costs and attorney fees.

E. **Compensation for Costs, Expenses and Damages to Town and County.**

1. **General Reimbursement of Costs, Expenses, and Damages.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall fully reimburse the Town, the County, the appropriate municipal fire service units, and the appropriate municipal ambulance service units in the Town and the County within 20 days after the Town, the County, the appropriate municipal fire service units, or the appropriate municipal ambulance service units submit to the Operator a written invoice documenting for the Operator the total dollar amount due from the Operator for the reasonable and necessary costs and expenses and actual damages incurred by the Town, the County, the appropriate municipal fire service units, or the appropriate municipal ambulance service units in their responding to certain occurrences,

individually or jointly, and then acting individually or jointly upon certain occurrences, namely:

- a. Fires, explosions, accidents, or any other emergencies occurring at the Active Fill area or at any other location at the Solid Waste Facility, or any fires, explosions, accidents, or any other emergencies occurring at any other location in the Town or the County which occurred as result of the transportation of Solid Waste or other Waste to and from the Solid Waste Facility by the Operator or its agents, which occurred as a result of the Disposal, Storage, or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occurred as a direct result of the Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Active Fill Area or at any other location at the Solid Waste Facility.
- b. Solid Waste or Hazardous Waste discharges occurring in the Active Fill Area or at any other location at the Solid Waste Facility, or Solid Waste or Hazardous Waste Discharges occurring at any other locations in the Town and the County, which occur as a direct result of the transportation of Solid Waste or other waste to and from the Solid Waste Facility by the Operator or its agents, which occur as a result of the Disposal, Storage, or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occur as a result of any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility. These costs and expenses incurred by the above-noted municipalities and by the appropriate municipal service units may specifically include any Remedial Action costs and any Removal Action costs.
- c. Any other occurrences at the Solid Waste Facility which occurred as a direct result of Disposal, Storage, or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occurred as a direct result of Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility wherein the Town, the County, the appropriate municipal fire service units, or the appropriate municipal ambulance service units determined, jointly or individually, that it was appropriate

and necessary for the individual municipality and/or the appropriate municipal service unit to incur reasonable and necessary costs and expenses in providing specific services and specific benefits in order:

- (1) To prevent a public nuisance in the Town or the County;
- (2) To protect the public health, safety, and welfare of persons in the Town or the County; or
- (3) To protect the natural resources in the Town or the County, and,

in addition, that the above-noted individual municipalities and/or the appropriate municipal service units then determined it was appropriate and necessary that the Operator reimburse the municipalities and/or the appropriate municipal service units for providing the specific services and for providing the specific benefits. These services and benefits provided by the appropriate municipalities and/or by the appropriate municipal service units to the Operator may include any Remedial Action costs or any Removal Action taken by such municipalities or municipal service units.

The Town, the County, the appropriate municipal fire service units, or the appropriate municipal ambulance service units shall be entitled under this subsection to reimbursement or payment from the Operator for their specific costs, expenses, and damages incurred in their providing specific services and specific benefits if:

- a. The total amount of the costs, expenses, and damages that were incurred by the individual municipality or the appropriate municipal service unit, when submitted by written invoice by said individual municipalities and/or the appropriate municipal service unit to the Operator, was more than Twenty and No/100 Dollars (\$20.00) in amount;
- b. The specific costs, expenses, and damages submitted for payment to the Operator were incurred by the individual municipality or the appropriate municipal service unit, and such costs, expenses, and damages were, at the time the specific services and benefits were provided, the type and amount of costs, expenses, and damages that would normally be assessed or charged directly to any party by such municipality, or by such appropriate municipal service

unit for the specific services or specific benefits provided;
and

- c. Such public services are over and above those normally provided to residents of the Town or the County.

Notwithstanding the foregoing, the Operator retains the right to retain the services of private fire service units or private ambulance service units, as it deems appropriate, to respond to any of the above-noted occurrences.

Any controversy or claim by the Town, the County, or the Operator arising out of or relating to the amount due the Town or the County from the Operator, or paid by the Operator to the Town or the County, pursuant to this subsection shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in accordance with Wis. Stat. Ch. 788, as amended. Judgment upon the award rendered by the arbitrators may be entered in any court in the State of Wisconsin having competent jurisdiction. The loser in arbitration shall pay any reasonable attorney fees and legal costs of the other party or parties up to, but not to exceed, a total of \$4,000.00.

2. **Reimbursement for Negotiation Expenses.** The Operator agrees to pay all reasonable expenses of the Town and the County, for their actual attorney fees, costs, and expenses incurred in the negotiation of this Agreement and for obtaining approval of this Agreement by all applicable municipal authorities. Said negotiation expenses shall be paid no later than 15 days after the commencement of the Initial Term.

3. **Reimbursement for Administrative Costs and Expenses.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall annually reimburse the Town and the County, commencing with the first annual reimbursement payment due on or before January 25, 2006, for the year 2005, for the reasonable and necessary clerical costs, engineering, surveying, and professional fees and other expenses the Town, the County, and the Standing Committee have incurred during the prior year as a direct result of the Solid Waste Facility, including reasonable and necessary costs and expenses associated with any provision of this Agreement (said costs, fees and expenses are collectively referred to herein as the "clerical and administrative costs and expenses"). The Town and County, by January 10 of each year, commencing first on or before January 10, 2006, shall submit to the Operator a detailed written invoice of their clerical and administrative costs and expenses from the prior year that were incurred as a direct result of the Solid Waste Facility, including any reasonable and necessary clerical and administrative costs and expenses associated with any provisions of this Agreement. To require the annual reimbursement payment in any one year from the Operator, the invoiced amount submitted must exceed \$100.00 in amount. The Town and County, in their written invoices submitted to the Operator, shall include any copies available to them of the following:

- a. Any receipts for proof of payment of any clerical and administrative costs and expenses incurred as a direct result of the Solid Waste Facility for its purchase or lease of supplies and materials or its purchase or retention of services; and
- b. Copies of any hourly billing statements or other billing statements received from employees, agents, independent contractors or professionals employed or retained as a direct result of the Solid Waste Facility or this Agreement.

The Town and County shall submit for payment to the Operator by their invoices only those reasonable and necessary clerical and administrative costs and expenses incurred by them that are directly related to the Solid Waste Facility, including clerical and administrative costs and expenses directly related to this Agreement. Such clerical and administrative costs and expenses may be costs and expenses incurred by the Town and County related to or associated with providing or purchasing necessary clerical and administrative services. Clerical and administrative service costs and expenses may include, but are not limited to, municipal secretarial and municipal supervisory wage and salary costs, public official *per diem* costs, and any cost and fees for retained professional and technical personnel.

Clerical and administrative material and supply costs and expenses may include, but are not limited to, long distance telephone costs, copying costs, Solid Waste educational material purchase costs, file cabinet purchase costs, travel and lodging costs, stationery purchase costs, stamp purchase costs, public meeting publication costs, and Solid Waste seminar attendance costs.

The maximum amount required to be reimbursed by the Operator for any one year for the above-noted clerical and administrative costs and expenses shall be Five Thousand and no/100 Dollars (\$5,000.00) per year. Such clerical and administrative costs and expenses to be reimbursed and to be paid by the Operator are to be reasonable and necessary costs and expenses that are costs and expenses that are over and above other specific costs and expenses to be reimbursed and paid by the Operator pursuant to other provisions of this Agreement.

Any controversy or claim arising out of or relating to the amount due or the amount paid by the Operator for the above-noted costs and expenses reimbursement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in accordance with Wis. Stat. Ch. 788, as amended. Judgment upon the award rendered by the arbitrators may be entered in any court in the State of Wisconsin having competent jurisdiction. The party losing in arbitration will pay the reasonable attorney fees and legal costs of the prevailing party up to but not to exceed \$4,000.00.

ARTICLE VI.

COMPENSATION TO TOWN AND COUNTY

A. Direct Payments.

1. ~~In consideration for the Town and the County serving as host municipalities, and in consideration of such municipalities waiving their Local Approvals and Pre Existing Local Approvals, as set forth in this Agreement, and accepting the adverse consequences and numerous responsibilities associated with the location of a landfill in their municipalities, and in consideration of all other matters as set forth in this Agreement, commencing~~ Commencing on the first date of Disposal of Solid Waste at the Active Fill Area, the Operator shall pay to the Town a quarterly direct payment of \$2.54 per ton ("direct payment") of all Solid Waste Disposed in the Active Fill Area, provided, however, in calculating the direct payment, up to 40,000 tons per calendar year of the following types of Solid Waste Disposed or placed in the Active Fill Area shall be excluded: foundry sand, shredder fluff, treated contaminated soils, Special Waste, industrial byproducts that can be beneficially used under Wisconsin Administrative Code Chapter NR 538, as amended from time to time, and all wastes that are not subject to any of the following fees: the tonnage fees imposed under Wisconsin Statutes §289.62, as amended from time to time, the groundwater and well compensation fees imposed under Wisconsin Statutes §289.63, as amended from time to time, the solid waste facility siting board fee imposed under Wisconsin Statutes §289.64, as amended from time to time, the recycling fee imposed under Wisconsin Statutes §289.645 as amended from time to time, or the environmental repair fee and surcharge imposed under Wisconsin Statutes §289.67, as amended from time to time. No direct payment shall be paid for Disposal of Residential Waste received by the Operator from Town Residents and Disposed by the Operator at no charge pursuant to Section VI.B.

Commencing on the first day of the thirteenth (13th) calendar month after the calendar month in which the Operator commences Disposal of Solid Waste in the Active Fill Area, and on the same day of each year thereafter that the Operator continues the Disposal of Solid Waste in the Active Fill Area ("date of adjustment"), the direct payment rate (initially, \$2.54 per ton) shall be increased by the percentage resulting from dividing the Consumer Price Index, All Urban Consumers, Not Seasonally Adjusted, Midwest Urban Area, All Items 1982-1984 = 100 ("CPI") for the calendar month immediately prior to the date of adjustment by the CPI for the calendar month that is twelve calendar months prior to the date of adjustment, provided, however, that the increase on any date of adjustment shall not be less than 3% nor more than 5%. For example, if the Operator commences Disposal of Solid Waste in the Active Fill Area during September of 2005, the first date of adjustment would be on October 1, 2006, and following that date, the dates of adjustment would be on October 1 of each year thereafter that the Operator continues Disposal of Solid Waste in the Active Fill Area. For purposes of the example, it is assumed that the CPI for the month of September, 2006 is 180.3. (Of course, the actual CPI for that month may be more or less than this assumed amount). That amount, 180.3 is the numerator of the fraction to be used in computing the adjustment percentage. For purposes of this example, it is assumed that the CPI for the month of October, 2005 is 173.2. (Again, the actual CPI for that month may be more or

less than this assumed amount). That amount, 173.2 is the denominator of the fraction to be used in computing the adjustment percentage. Under this example, the final computation of the first direct payment rate adjustment would be as follows: $\$2.54 \times 180.3/173.2 = \2.64 . The adjusted rate of \$2.64 would be an increase of 3.9% above the original rate of \$2.54. This adjusted rate would be within the allowed increase of not less than 3% or more than 5%. Under this example, commencing on October 1, 2006, the adjusted direct payment rate would be \$2.64, and the same process of adjustment would then be repeated on October 1, 2007 and on October 1 of each year thereafter that the Operator continues the Disposal of Solid Waste in the Active Fill Area.

The Operator shall compute the amount of the direct payment based upon calendar quarters. Direct payments shall be made within 15 days of the expiration of each calendar quarter for the chargeable Solid Waste disposed during such quarter. For example, if Disposal in the Active Fill Area commences during the third calendar quarter of 2005, the first direct payment in the calendar year 2005 shall be due on or before October 15, 2005.

~~2. The method by which the Town of Darien assesses the value for tax purposes of the real property upon which the Mallard Ridge Recycling and Disposal Facility is located (hereinafter the "Mallard Ridge Real Property") is to estimate the value of the land using a market approach based on sales of comparable vacant properties and considering the highest and best use of the land and the zoning of the land; and to estimate the value of the buildings using a depreciated cost approach (hereinafter the "Present Assessment Method"); and not to use an income approach for estimating either the value of the land or the value of the buildings. In using the Present Assessment Method, the Initial Assessment of the real property upon which the Mallard Ridge Recycling and Disposal Facility is located as of January 1, 2004 is \$2,146,300.00. The Town agrees to continue to use the Present Assessment Method in assessing the Mallard Ridge Real Property during the Initial Term.~~

~~3. Within 15 days after the expiration of each calendar quarter that Solid Waste is Disposed in the Active Fill Area, the Operator shall submit to the Town and County a statement in the form set forth on the attached Exhibit I incorporated herein.~~

Any payment that is received late shall accrue interest at the rate of 1-1/2% per month. Such late payment interest charges shall be calculated on a daily basis, and shall be compounded on a monthly basis until fully paid.

The Operator shall provide to the Town, the County, and the Standing Committee all documents submitted to DNR pertaining to the recording and documentation of the Solid Waste received. In addition, the Town, the County, or the Standing Committee may inspect the originals of such documentation or the daily records upon which such summaries are based upon reasonable prior notice.

If, at any time, the Town or the County so desires, either may retain an independent consulting firm to perform computations in order to verify the Operator's reported tonnage to the Town and the County. Such consulting firm may use field or aerial surveys to verify such tonnage. For the purpose of converting cubic yards of air space into tons, the parties stipulate that one cubic yard of air space shall equal 1,550 pounds of Solid Waste, less a daily and intermediate cover discount of 1 to 7 (i.e., one part of cover materials to 7 parts of waste). The ~~party~~entity (County or Town) retaining the independent consulting firm shall pay all costs unless such independent consulting firm's computations reveal that the Operator's reported tonnage to the Town and the County has been understated by 5% or greater. If so, understated, the costs of such computations shall be borne by the Operator, and the Operator shall pay the costs of such independent consulting firm within 30 days after presentation of such bill and the report of such error. There shall be no reduction of air space for "daily cover" or any other matter pertaining to discounting of the pounds per cubic yard of air space assumption, except as provided for in this paragraph.

If the Operator has understated the amount deposited, the difference shall be paid to the Town within 10 days of receipt of the consultant's results at the rate applicable at the time such payments are received by the Town. If the Operator has overstated the amount deposited, the Operator shall receive a credit toward its future direct payments provided for in this Section VI.A.

Effective the first calendar year that Solid Waste is Disposed at the Active Fill Area, a minimum annual payment shall be paid directly into the general fund of the Town in the amount of \$250,000.00 for each calendar year between the initial Disposal of Solid Waste and the Final Closure of the Active Fill Area ~~provided, and each said minimum annual payment shall be deemed a credit against the direct payments stated above, and may be carried forward to the next year to the extent the direct payments in said year do not exceed \$250,000.00. Provided, however, the amount of such minimum annual payment in any calendar year shall be reduced by the amount of the minimum annual payment paid by the Operator to the Town under Article VI, Section 1 of the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991. Such amount paid~~ minimum annual payments required to be made pursuant to the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 shall be deemed a credit against the direct payments stated above, and may be carried forward to the next year to the extent the direct payments in said year do not exceed \$250,000.00. Such payments shall be made to the Town on or before January 15 of each calendar year Solid Waste is Disposed at the Active Fill Area.

The parties agree that the direct payments to be paid to the Town and the County, and any other payments, other than the \$250,000.00 annual minimum payment, shall be set aside in the Mallard Ridge Landfill Fund as is set forth in Exhibit D.

B. **Residential Waste.** The Operator, during the Initial Term, shall make the transfer station or collection bins located at the Solid Waste Facility available to Town Residents for the purpose of Disposal of their Residential Waste every day the landfill is

open, during its hours of operation, at no charge. The Operator shall also provide access for Town Residents who own or operate farms in the Town for dump trucks and similar farm vehicles to enter the Solid Waste Facility to dispose of their Residential Waste. Such access would also be limited to the hours set forth above in Section IV.B. Items not permitted by state law for Disposal at the Solid Waste Facility shall be excluded from Disposal by Town Residents. The free disposal of Residential Waste to be provided by Operator to Town Residents shall not include curbside collection of Residential Waste.

In the event that the Town chooses to go to a Town-wide waste hauler, the Operator shall agree to work with such waste hauler to provide for the orderly, free Disposal at the Active Fill Area of the Residential Waste generated by Town Residents. If said hauler brings Residential Waste generated by Town Residents to the Active Fill area, then, notwithstanding the foregoing, the Operator shall pay to the Town the lesser of:

1. The amount invoiced and actually paid to the Operator by the Town's waste hauler for waste Disposal of Residential Waste generated by Town Residents at the Active Fill Area; or
2. A sum equaling the prevailing disposal rate in pounds which the Operator is billing the Town's waste hauler times the number of Town Residents times an assumed 2-1/2 pounds of waste per person per day for the month. The Town shall have determined the number of Town Residents based upon the most current census data increased by the number of new residential units built in the Town after the taking of said census, assuming 3-1/2 persons per new residential unit.

Such an amount shall be rebated to the Town on or before the 10th day following each and every month that the Town is serviced by a Town-wide waste hauler.

C. **Town Recycling.** The Operator, during the Initial Term, shall provide recycling services free of charge to the ~~residents~~-Residents of the Town which shall meet all the requirements imposed by Wisconsin Statutes, including any amendments or further requirements that are added during the term of this Agreement. Said recycling services shall include providing collection containers at the Solid Waste Facility for recyclable materials that Town Residents are required to recycle under Wisconsin law (herein "recyclable materials"). The Operator shall allow Town Residents to place said recyclable materials in the provided collection containers free of charge. The recycling services to be provided by Operator shall not include curbside collection of recyclable materials. The Operator shall annually certify the amount of recyclable materials being received at the Solid Waste Facility to satisfy state requirements or other information needed by the Town or the County Solid Waste Manager. The Operator shall refuse to accept Town Residential Waste for disposal in the Active Fill Area if a Town Resident has failed to separate recyclable materials from the Town Resident's Residential Waste.

The Town shall define and provide regulations pertaining to recyclable materials dropped off at the Active Fill Area by Town Residents.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. **Expansion**. No further expansion of the Active Fill Area shall occur except as provided in Section IV.W.4, above.

B. **Clay Extraction**. The Operator shall conduct its Clay Borrow Activities at the Clay Borrow Areas in accordance with this Agreement and the clay borrow operational plans approved by the DNR and the conditions set forth on the attached Exhibit G-1.

ARTICLE VIII. GENERAL PROVISIONS

A. **Terms and Interpretation of this Agreement**. This Agreement shall cover the "Southern Expansion Area" of the Solid Waste Facility, and except as provided in this Agreement, shall not affect or change previous agreements regarding the Solid Waste Facility. The Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 shall remain in effect in accordance with the terms thereof in regard to the expansion described in said previous agreement.

B. **Notice to Parties**. Under this Agreement, any notices required by the terms and conditions of this Agreement are, at minimum, to contain the address and names of the parties as noted below, are to be sent by first class mail to such parties, and are to be considered by each party as written notice when received, except as otherwise specifically provided herein. It is further understood that the Town, the County, the Operator, the Local Committee, and the Standing Committee shall each be responsible to provide to the other parties any appropriate change of address or any appropriate change of name by providing the other parties with a written "Notice of Address Change" or "Notice of Name Change." Such notices shall be sent by certified mail to the addresses noted below. The current names and addresses are:

1. Republic Services of Wisconsin, Limited Partnership
W8740 State Rd. 11
Delavan, WI 53115
2. Town of Darien
Town Hall
P.O. Box 30
Darien, WI 53114
3. Walworth County Clerk
Walworth County Courthouse

P.O. Box 1001
Elkhorn, WI 53121

4. County Solid Waste Management Board
W4097 County Rd. NN
Elkhorn, WI 53121-7001

C. **Headings.** The titles to the sections of this Agreement are for informational purposes only, except where such titles may be necessary for an understanding of the content of the paragraph.

D. **Governing Law.** This Agreement and the provisions contained herein will be construed, enforced, and governed, in all respects, in accordance with the laws and statutes of the State of Wisconsin.

E. **Waiver.** Any waiver by any party of a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by a party of the same term or condition or any other term or condition of this Agreement.

F. **Complete Agreement.** ~~As to the Active Fill Area of the Solid Waste Facility only, this~~ This Agreement supersedes all prior contracts or agreements, whether oral or written, that were or could have been negotiated, pursuant to Wis. Stat. § 289.33, between the Town, the County, the Operator, and the Local Committee.

G. **No Construction Against Drafting Party.** This Agreement has been reached through arm's length negotiations between the parties and with all parties having the advice of counsel or the opportunity to consult with counsel, and shall not be interpreted against any party on the basis that this Agreement was drafted by said party.

H. **Amendment.** This Agreement may be amended only by a written agreement between the Town, the County, and the Operator.

I. **Severability.** In the event any section, clause, paragraph, or phrase of this Agreement is deemed to be wholly or partially invalid or unenforceable by a court of law of competent jurisdiction, the remaining sections of this Agreement shall be fully valid and enforceable.

J. **Binding Effect.** ~~This~~ Upon approval of this Agreement ~~will by the Town~~ under Wisconsin Statutes Section 289.33(9)(k), this Agreement shall bind the Town, the County, the Operator, the Local Committee, and their respective legal heirs, legal representatives, legal successors and legal assigns- as provided in Wisconsin Statutes Sections 289.33(9)(k) and 289.33(11).

K. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

LOCAL COMMITTEE:
MALLARD RIDGE LANDFILL SOUTHERN
EXPANSION LOCAL COMMITTEE

Dated: _____

By _____
_____ Robert Koehl

Chairman and

authorized signatory by vote of and on behalf of the
Mallard Ridge Landfill Southern Expansion
Local Committee

OPERATOR:
REPUBLIC SERVICES OF WISCONSIN,
LIMITED PARTNERSHIP, by REPUBLIC
SERVICES OF WISCONSIN GP, LLC, its general
partner

Dated: _____

By: _____
Timothy Trost, Vice President

TOWN:
TOWN OF DARIEN, a Wisconsin municipal
Corporation

Dated: _____

By: _____
Cecil Logterman, Town Chairman

ATTEST: _____
_____ Barbara

Wheelock, Clerk

COUNTY:
COUNTY OF WALWORTH, a Wisconsin
municipal corporation

Dated: _____

By: _____
_____, County Board
Chairman

Attest: _____
_____, _____

20th

22nd

GUARANTY

Republic Services, Inc., for valuable consideration, including the mutual covenants and benefits stated in the Mallard Ridge Landfill Southern Expansion Negotiated Agreement (hereinafter referred to as the "Agreement") by and between the Town of Darien and County of Walworth, Mallard Ridge Landfill Southern Expansion Local Committee and Republic Services of Wisconsin, Limited Partnership, a subsidiary of Republic Services, Inc., such consideration and the receipt of which is hereby acknowledged, does hereby guaranty the performance of the obligations of Republic Services of Wisconsin, Limited Partnership provided for in the Agreement in the event Republic Services of Wisconsin, Limited Partnership fails to perform.

This guaranty shall remain in force upon a transfer of ownership of the Mallard Ridge Recycling & Disposal Solid Waste Facility, provided, however, that if the transferee provides, in the manner set forth in Section IV.V.4 of the Agreement, a guaranty that is at least equivalent to the guaranty provided hereunder and if Republic Services of Wisconsin, Limited Partnership or Republic Services, Inc. can demonstrate that the replacement guarantor has the ability, both financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license, and/or State law, then this Guaranty shall be released and of no further force and effect and Republic Services, Inc. shall have no obligation under this Guaranty.

Republic Services, Inc. acknowledges receipt of the Agreement and certifies that the officers signing below have authority to act on behalf of Republic Services, Inc. A notarized copy of a certification by the secretary or assistant secretary of Republic Services, Inc. reflecting such authority is attached hereto.

Dated: _____

Republic Services, Inc.

By: _____

Print Name: _____

Title: _____

Attest:

Print Name: _____

Title: _____

EXHIBIT A

[Hard Copy of Exhibit A to be inserted]

EXHIBIT B

Mallard Ridge Facility Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ AND IN THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN. BEGINNING AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 3, TOWN 2 NORTH, RANGE 15 EAST; THENCE NORTH $87^{\circ}42'13''$ EAST ALONG THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 3, 1319.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, AS FENCED; THENCE NORTH $00^{\circ}30'00''$ EAST ALONG THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ 1318.98 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE NORTH $87^{\circ}18'07''$ EAST ALONG THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ 438.70 FEET TO THE CENTERLINE OF COUNTY TRUNK HIGHWAY "M"; THENCE SOUTH $43^{\circ}25'53''$ EAST ALONG SAID CENTERLINE 656.14 FEET; THENCE SOUTH 2144.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 3; THENCE SOUTH $87^{\circ}34'30''$ WEST ALONG SAID SOUTH LINE 2230.87 FEET TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH $00^{\circ}24'16''$ EAST ALONG SAID WEST LINE 1322.92 FEET TO THE PLACE OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST $\frac{1}{4}$ CORNER OF SAID SECTION 4; THENCE NORTH $87^{\circ}32'00''$ EAST ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4, 1899.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH $0^{\circ}12'00''$ EAST 498.37 FEET; THENCE NORTH $0^{\circ}30'54''$ EAST 207.28 FEET; THENCE NORTH $3^{\circ}37'54''$ EAST 181.52 FEET; THENCE NORTH $5^{\circ}48'00''$ EAST 241.06 FEET; THENCE EASTERLY 710.54 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4 1126.62 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4; THENCE SOUTH $87^{\circ}32'00''$ WEST, ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4, 750.00 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

As further described:

LAND LOCATED IN THE EAST $\frac{1}{2}$ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 4, EXCEPTING THEREFROM 32.74 ACRES OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE LOCATED AT THE NORTHWEST CORNER OF SAID WEST $\frac{1}{2}$ AS SHOWN BY THE EAST-WEST $\frac{1}{4}$ LINE OF SAID SECTION ACCORDING TO THE

EXISTING FENCE LINES AT THE EAST AND WEST ¼ CORNERS OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID WEST ½, 1074.11 FEET TO AN IRON PIPE; THENCE SOUTH 30°04'48" EAST, 323.32 FEET TO AN IRON PIPE; THENCE SOUTH 0°32'06" WEST 280.72 FEET TO AN IRON PIPE; THENCE SOUTH 2°47'34" WEST 211.64 FEET TO AN IRON PIPE; THENCE SOUTH 56°21'18" WEST 127.41 FEET TO AN IRON PIPE; THENCE NORTH 87°05'18" WEST 266.52 FEET TO AN IRON PIPE; THENCE SOUTH 2°54'42" WEST 271.95 FEET TO AN IRON PIPE; THENCE SOUTH 31°55'30" WEST 238.46 FEET TO AN IRON PIPE; THENCE NORTH 89°51'18" WEST 771.54 FEET TO AN IRON PIPE LOCATED ON THE WEST LINE OF SAID SOUTHEAST ¼; THENCE NORTH 2°39'24" EAST 1302.20 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING.

As further described:

LAND LOCATED IN THE SOUTH ½ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 4 AS SHOWN BY THE EAST-WEST ¼ LINE OF SAID SECTION ACCORDING TO THE EXISTING FENCE LINES AT THE EAST AND WEST ¼ CORNERS OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 4 AS SHOWN BY EXISTING FENCE LINES, 1073.77 FEET TO AN IRON PIPE; THENCE SOUTH 30°4'54" EAST 323.20 FEET TO AN IRON PIPE; THENCE SOUTH 0°32'58" WEST 280.58 FEET TO AN IRON PIPE; THENCE SOUTH 2°40'20" WEST 211.48 FEET TO AN IRON PIPE; THENCE SOUTH 56°21'18" WEST 127.41 FEET TO AN IRON PIPE; THENCE NORTH 87°05'18" WEST 266.52 FEET TO AN IRON PIPE; THENCE SOUTH 2°54'42" WEST 271.95 FEET TO AN IRON PIPE; THENCE SOUTH 31°55'30" WEST 238.46 FEET TO AN IRON PIPE; THENCE NORTH 89°51'18" WEST 771.54 FEET TO AN IRON PIPE LOCATED ON THE WEST LINE OF SAID SOUTHEAST ¼ AS FENCED; THENCE SOUTH 2°39'33" WEST 691.93 FEET ALONG THE WEST LINE OF SAID SOUTHEAST ¼ AS FENCED TO AN IRON PIPE LOCATED AT THE NORTHEAST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4 ACCORDING TO EXISTING FENCE LINES; THENCE NORTH 89°51'07" WEST 441.37 FEET ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4 AS FENCED TO AN IRON PIPE; THENCE NORTH 2°39'34" EAST 1992.77 FEET TO THE NORTH LINE OF EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 4 AS SHOWN BY EXISTING FENCE LINE; THENCE EAST 441.48 FEET ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 4 AS SHOWN BY EXISTING FENCE LINES TO THE POINT OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST ½ OF THE NORTHEAST ¼ AND IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 9; THENCE NORTH 89°16'03" EAST 2.50 FEET; THENCE SOUTH 8.68 FEET TO AN IRON PIPE AT THE INTERSECTION OF OLD FENCE LINES AND THE PLACE OF BEGINNING; THENCE NORTH 89°13'43" EAST ALONG AN OLD FENCE LINES, 698.20 FEET TO AN IRON PIPE; THENCE SOUTH 2987.54 FEET TO THE CENTERLINE OF STATE TRUNK

HIGHWAY NO.11; THENCE NORTH 63°45' WEST ALONG SAID CENTERLINE 587.86 FEET TO THE MOST SOUTHERLY CORNER OF CERTIFIED SURVEY MAP NO. 1653; THENCE NORTH 26°08'42" EAST 219.54 FEET; THENCE NORTH 7°33'48" EAST 172.21 FEET; THENCE NORTH 16°51'54" EAST 467.22 FEET; THENCE NORTH 6°29' EAST 52.45 FEET; THENCE NORTH 7°48' WEST 254.33 FEET; THENCE NORTH 13°25' WEST 181.25 FEET; THENCE NORTH 15°43' EAST 409.77 FEET; THENCE NORTH 4°49' WEST 111.04 FEET; THENCE NORTH 31°31' WEST 125.18 FEET; THENCE SOUTH 78°50' WEST 399.19 FEET; THENCE NORTH 887.87 FEET TO THE PLACE OF BEGINNING.

As further described:

PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST ¼ SECTION; THENCE NORTH 89°15'52" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ SECTION 1324.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04°35'33" EAST 1318.76 FEET; THENCE SOUTH 89°15'52" EAST 662.12 FEET; THENCE SOUTH 04°35'33" WEST 1318.76 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST ¼ SECTION; THENCE NORTH 89°15'52" WEST ALONG SAID SOUTH LINE 662.12 FEET TO THE POINT OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST ¼; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST ¼, 698.2 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST ¼, 2093.74 FEET; THENCE EAST AT RIGHT ANGLES WITH THE LAST MENTIONED LINE, 622.07 FEET TO THE EAST LINE OF SAID WEST ½ OF THE NORTHEAST ¼ AS FENCED; THENCE NORTH ALONG SAID EAST LINE 2106.85 FEET TO THE NORTHEAST CORNER OF SAID WEST ½ OF THE NORTHEAST ¼ AS FENCED; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 622.2 FEET TO THE PLACE OF BEGINNING. CONTAINING 30 ACRES OF LAND MORE OR LESS.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, IN THE TOWN OF DARIEN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 9; THENCE SOUTH ALONG THE WEST LINE OF SAID WEST ½ AS FENCED 887.87 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 465.73 FEET; THENCE EAST 374.78 FEET; THENCE NORTH 15°43' EAST 338.32 FEET; THENCE NORTH 4°49' WEST 111.04 FEET; THENCE NORTH 31°31' WEST 125.18 FEET; THENCE SOUTH 78°50' WEST 399.19 FEET TO THE PLACE OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 9; THENCE SOUTH ALONG THE WEST LINE OF SAID WEST ½ AS FENCED 1353.60 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 549.31 FEET; THENCE EAST 425.93 FEET; THENCE NORTH 6°29' EAST 52.45 FEET; THENCE NORTH 7°48' WEST 254.33 FEET; THENCE NORTH 13°25' WEST 181.33 FEET; THENCE NORTH 15°43' EAST 71.45 FEET; THENCE WEST 374.78 FEET TO THE PLACE OF BEGINNING.

As further described:

THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 4, IN TOWNSHIP 2 NORTH, RANGE 15 EAST, EXCEPTING THEREFROM THE WEST SIX HUNDRED SIXTY-TWO AND TWELVE HUNDREDTHS (662.12) FEET OF THE SOUTH ONE THOUSAND THREE HUNDRED EIGHTEEN AND SEVENTY-SIX HUNDREDTHS (1,318.76) IN THE TOWN OF DARIEN.

As further described:

LOT 1 OF CERTIFIED SURVEY MAP NO. 1653 ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN VOL. 3 OF CERTIFIED SURVEYS ON PAGE 3 AS DOCUMENT NO.156598, LOCATED IN THE EAST ½ OF SECTION 9, TOWNSHIP 2 NORTH, WALWORTH COUNTY, WISCONSIN.

As further described:

THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ LYING NORTH OF S.T.H. "11" ALL IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 15 EAST, EXCEPTING THEREFROM LANDS DESCRIBED IN DEED RECORDED IN VOLUME 276 OF RECORDS ON PAGE 998 AS DOCUMENT NO. 73792.

As further described:

THAT PART OF THE SOUTH ½ OF THE NORTHWEST ¼ LYING WEST OF THE CREEK AND THAT PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ LYING NORTH OF S.T.H. "11", ALL IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 15 EAST.

As further described:

LOTS 10, 11, 12, 14, 15, 16, 17, 18, 19, 20 AND 21, OF SPRINGWOOD FARMS SUBDIVISION (UNRECORDED), AS DESCRIBED IN VOLUME 244 OF RECORDS AT PAGE 49, AS DOCUMENT NO. 53603. SAID LAND BEING LOCATED IN THE SOUTHEAST ¼ AND THE SOUTHWEST ¼ OF SECTION 3 AND THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 15 EAST, IN THE TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN.

As further described:

A parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Commencing at the northeast corner of said NW ¼; thence S 89°27'20" W, along the north line of said Section 9, 300.00 feet to the place of beginning; thence South, parallel with the east line of said NW ¼, 2481.91 feet to the center line of State Trunk Highway No. 11; thence N 63°40'54" W, along said center line, 334.68 feet; thence North 429.59 feet; thence N 24°10'12" E, 188.49 feet; thence N 04°42'24" E, 149.93 feet; thence N 30°00'30" W, 178.50 feet; thence North 1424.83 feet to the North line of said Section 9; thence N 89°27'20" E, along said north line 300.00 feet to the place of beginning. ALSO the center 1/3 of the South ½ of the SE ¼ of the SW ¼ of Section 4, T. 2. N., R. 15 E., Walworth County, Wisconsin.

ALSO a parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Commencing at the northeast corner of said NW ¼; thence S 89°27'20" W, along the north line of said section 1325.70 feet to the northwest corner of said East ½; thence S 00°00'30" E, along the west line of said East ½, 1343.97 feet to the place of beginning; thence S 89°06'48" E, 409.33 feet; thence S 05°22'48" W, 219.00 feet; thence N 84°45'42" E, 126.73 feet; thence S 04°15'42" W, 164.90 feet; thence West, 16.16 feet; thence S 37°49'48" W, 99.51 feet; thence South 375.47 feet to the center line of State Trunk Highway No. 11; thence N 63°40'54" W, along said center line, 306.62 feet; thence N 00°00'30" W, 601.64 feet; thence N 89°06'48" W, 150.02 feet; thence N 00°00'30" W, 91.50 feet to the place of beginning, containing in all 28.05 acres of land.

As further described:

A parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Beginning at the northeast corner of said NW ¼; thence South along the east line of said NW ¼, 2633.15 feet to the center line of State Trunk Highway No. 11; thence N 63°40'54" W, along the center line of said highway, 334.68 feet; thence North, 2481.91 feet to the north line of said Section; thence N 89°27'20" E, along said north line, 300.00 feet to the place of beginning. ALSO the East 1/3 of the South ½ of the SE ¼ of the SW ¼ of Section 4, T. 2 N., R. 15 E., Walworth County, Wisconsin, containing in all 24.35 acres of land.

As further described:

A parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Commencing at the northeast corner of said NW ¼; thence S 89°27'20" W, along the north line of said section 600.00 feet to the place of beginning; thence continue S 89°27'20" W, along said north line 725.70 feet to the northwest corner of said East ½; thence S 00°00'30" E, along the west line of said East 1/2, 1343.97 feet; thence S 89°06'48" E, 409.33 feet; thence S 05°22'48" W, 219.00 feet; thence N 84°45'42" E, 126.73 feet; thence S 04°15'42" W, 164.90 feet; thence West 16.16 feet; thence S 37°49'48" W, 99.51 feet;

thence South 375.47 feet to the centerline of State Trunk Highway No. 11; thence S 63°40'54" E, along said center line 334.68 feet; thence North parallel with and 600.00 feet West of the east line of said NW ¼, 429.59 feet; thence N 24°10'12" E, 188.49 feet; thence N 04°42'24" E, 149.93 feet; thence N 30°00'30" W, 178.50 feet to a point located 600.00 feet West of the East line of said NW ¼; thence North, 1424.83 feet to the place of beginning. ALSO the west 1/3 of the South ½ of the SE ¼ of the SW 1/4 of Section 4, T. 2 N., R. 15 E., Walworth County, Wisconsin.

As further described:

A parcel of land located in the East ½ of the Northwest ¼ of Section 9, T2N, R15E, Town of Darien, Walworth County, Wisconsin, described as follows: Commencing at the Northeast corner of said Northwest ¼; thence South 89° 27' 20" West along the north line of said section 1325.70 feet to the Northwest corner of said East ½; thence South 0° 00' 30" East along the west line of said East ½, 1435.47 feet to the place of beginning; thence South 89° 06' 48" East 150.02 feet; thence South 0° 00' 30" East 601.64 feet to the centerline of State Trunk Highway No. 11 thence North 63° 40' 54" West along said centerline 167.36 feet; thence North 0° 00' 30" West along the West line of said East ½, 529.50 feet to the place of beginning.

Excepting the following parcels of land as described:

(Former Pounder 35 Acre Cropland)

A parcel of land located in the North ½ of the Southwest ¼ and in the Southeast ¼ of the Northwest ¼ of Section 3, T 2 N, R 15 E, Walworth County, Wisconsin. Beginning at the West ¼ corner of Section 3, T 2 N, R 15 E; thence N 87° 42' 13" E along the North line of the Northwest ¼ of the Southwest ¼ of said Section 3, 1319.78 feet to the Southwest corner of the Southeast ¼ of the Northwest ¼ of said Section 3, and the point of beginning: thence N 00° 30' 00" E along the west line of said Southeast ¼ of the Northwest ¼, 1318.98 feet to the Northwest corner of said Southeast ¼ of the Northwest ¼: thence N 87° 18' 07" E along the north line of said Southeast ¼ of the Northwest ¼, 438.70 feet to the centerline of County Trunk Highway "M"; thence S 43° 25' 53" E along said centerline 656.14 feet; thence south, 1330.44 feet to a point; thence S 87° 42' 58" W, 905.92 feet to a point; thence N 00° 30' 00" E along the west line of said Southeast ¼ of the Northwest ¼, 503.47 feet to the point of beginning containing 35.01 acres of land.

(Former Republic Parcel East of Turtle Creek)

A parcel of land located in the Northwest ¼ of the Southwest ¼ of Section 10, T 2 N, R 15 E, Town of Darien, Walworth County, Wisconsin described as follows: That part of the Northwest ¼ of the Southwest ¼ of Section 10, T 2 N, R 15 E, lying North of State Trunk Highway "11" and East of the creek.

EXHIBIT C

STANDING COMMITTEE

1. **Purpose.** The Town of Darien, a Wisconsin municipal corporation ("Town"), Republic Services of Wisconsin, Limited Partnership ("Operator"), and the County of Walworth, a Wisconsin municipal corporation ("County"), agree to establish and participate in a committee ("Standing Committee") to monitor the construction and operation of the Solid Waste Facility.

2. **Membership.** Membership on the Standing Committee shall consist of three Town residents, appointed by the Town Board, one representative appointed by the Operator, and the County Solid Waste Manager, or his designee. The Standing Committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the Standing Committee, unless otherwise expressly provided, a majority vote of the Standing Committee is required.

3. **Term.** All Standing Committee members appointed by the Town Board shall serve for staggered three year terms. The initial terms of the three representatives shall be one, two, and three years, respectively, so that thereafter such terms are staggered.

4. **Replacement and Removal.** A Standing Committee member appointed by the Town Board may voluntarily resign at any time, and any Standing Committee member appointed by the Town Board shall automatically be removed from the Standing Committee effective from the date that member no longer resides in the Town. Upon the occurrence of either, the Town Board shall promptly appoint a replacement. Any Standing Committee member may be removed by the Standing Committee for good cause and upon a 4/5th's vote of the Standing Committee.

5. **Quorum.** Three members shall constitute a quorum, provided that voting shall be governed by the following rules:

On all votes, the Operator shall have one vote, the County shall have one vote, and the Town shall have three votes, regardless of the number of members attending any meeting. The three votes of the Town shall be apportioned between the Town's membership present at any meeting.

6. **Documents.** The Operator shall provide a copy of all technical reports and monitoring data supplied to the State of Wisconsin Department of Natural Resources ("DNR") by the Operator pertaining to the Solid Waste Facility, including the Plan of Operation, any proposed amendments to the feasibility study, or any proposed changes to any special conditions imposed by DNR to the Standing Committee free of charge.

7. **Meetings.** The Standing Committee may establish a schedule for meetings for the purposes of review, explanation, and discussion of said technical data and the status of the Solid Waste Facility construction, operation, and closure. Special meetings of the Standing Committee may be called by any member of the Standing Committee upon five days' written notice for the purpose of addressing any issue of concern involving the Solid Waste Facility construction, operation, or closure. Upon the occurrence of an event deemed by any Standing Committee member to constitute an Emergency condition, a special meeting may be called with less than five days' notice, provided each Standing Committee Member is personally notified. The public may attend any Standing Committee meeting. Any written notice called for in this Agreement shall be deemed effectively provided when either personally delivered or sent by mail to all members at the addresses listed by them with the Standing Committee.

8. **Standing Committee Responsibility.** Individual Standing Committee members with proper identification shall have the right to conduct on-site inspections of the Solid Waste Facility. Said inspections shall be conducted during operating hours, but only after giving notice to the Operator's employee in charge at the Solid Waste Facility, if immediately available. If such individual is not immediately available, then notice to any of the Operator's employees on the site shall constitute notice under this provision.

9. **Violations.** If, in the judgment of the majority of the Standing Committee members, the Solid Waste Facility is not being constructed or operated in compliance with the Operator's approved Plan of Operation, or with any applicable state statute or regulation, or any other provision of law, whether it be in law or equity, the Standing Committee may serve written notice of such perceived noncompliance upon, and may make recommendations to, the Operator. Similarly, if any aspect of the construction, operation, or closure of the Solid Waste Facility causes or is likely to cause, in the judgment of the majority of the Standing Committee, a problem due to noise, dust, debris, odor, maintenance of access road, litter, traffic flow, traffic patterns, inadequate screening or fencing, or any other problem, the Standing Committee may serve upon the Operator written notice of the Standing Committee's concern, and make recommendations to remedy or address such concern.

Nothing herein shall be construed to limit the right or duty of Town or County officials to make such on-site inspections as deemed necessary under their duties to protect the public health and safety and to take action pursuant to law. Similarly, nothing herein shall be construed to limit any legal or equitable right of any neighboring property owner with respect to individual legal rights pursuant to law. Furthermore, the existence of the Standing Committee shall not constitute a waiver of any County, Town, or local property owners' public duties, rights, or privileges pursuant to law.

10. **Enforcement.** The Town and the Operator hereby stipulate that the Standing Committee shall have legal standing in its own name to enforce any provision of law or any provision of the negotiated settlement if the Operator fails to remedy the concern of the Standing Committee as hereinbefore stated. Upon receipt of any notice of noncompliance or notice of an issue of concern to the Standing Committee, the Operator shall immediately investigate any allegation of noncompliance or issue of concern made by the Standing Committee, and shall, if

possible, take action as is necessary to alleviate and/or correct the situation within 24 hours. The Operator shall deliver a written report concerning the investigation and any resulting Remedial Action to the Standing Committee within 72 hours of receipt of the original notice. The Operator may petition the Standing Committee for an extension of the above time limits and, upon showing sufficient cause, the Standing Committee shall so extend the limits. In the event the Operator does not correct the condition to the satisfaction of a majority of the Standing Committee within the time frames hereinbefore stated, the Standing Committee may pursue such remedies as are available at law or in equity as if it had full standing at law to bring such action.

EXHIBIT D

MALLARD RIDGE LANDFILL FUND

WHEREAS, the Town and the County desire to continue to place funds received by the Operator (direct payments) into the Mallard Ridge Landfill Fund (hereinafter "Landfill Fund") which was previously established to hold monies received from the Operator and its predecessors from operation of the Mallard Ridge Landfill pursuant to the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 and is hereby to be administered by the Town to ensure that monies are available to deal with local concerns and to protect against environmental perils presented by the existing and proposed Mallard Ridge Landfill; and

WHEREAS, the Town and the County desire that the Mallard Ridge Landfill Fund be controlled, administered, and used by the Town and the County, and the Town and the County alone, the Operator expressly taking no position in the specific use of such funds, and desiring no involvement in the Landfill Fund; and

WHEREAS, the Town and the County desire to bind all of their successors and assigns in order to create a fund which will provide for long-term environmental and other local concerns of the site;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. That all payments, whether direct payments or other compensation provided for in this Agreement, payable to the Town and/or the County, shall be set aside, placed in and added to the Landfill Fund in the manner provided herein. This section expressly excludes the minimum annual payment which shall be made every year to the Town pursuant to Article VI, Section A of this Agreement.

2. That all sums placed into the Landfill Fund shall be used solely for expenses reasonably related to the Town's and the County's involvement with the landfill site, or related concerns of the Town or the County, including but not limited to:

- a. Administering the Landfill Fund;
- b. Procuring insurance to protect the Town, the County, and residents from liability relating to the landfill;
- c. Monitoring or providing for the monitoring of existing or potential environmental pollution or contamination;
- d. Preventing, controlling, or minimizing the impact of any peril threatened by, caused by, or related to the landfill;

- e. Resource recovery or recycling programs within the Town;
- f. Additional screening or berming not otherwise provided for in this Agreement;
- g. Litter or rodent control;
- h. Standing Committee expenses; and
- i. Compensation for local impacts of the landfill.

3. That the Operator shall take no position and shall have no involvement with the Town's use of the Landfill Fund, expressly waiving any standing to contest the same.

4. That the Town Board shall authorize disbursements and payments from the Landfill Fund, reserving the right to assign for review and recommendation such payments to either the Standing Committee or similar advisory body.

5. In the event of any payment made from the Landfill Fund, the Town shall be subrogated to all of the payee's rights of recovery, if such payee is a person or corporate entity suffering loss due to landfill-related causes, to the extent of the payment so made. Such subrogation rights shall allow the Town to replenish the Landfill Fund for any sums so expended. All recipients of any landfill funds shall be notified of this section and may be required to sign a written acknowledgment of the same prior to receiving such benefits.

6. In addition to the use of funds provided under Section 2, above, the Town Board shall ~~have~~ authority to use interest earned from the Landfill Fund for any purpose allowed by law.

7. The Town Board shall determine the duration of the Landfill Fund, after which any remaining sums in the Landfill Fund may be released into the Town General Fund, reinvested, or used in any fashion allowed by law. The Town Board shall be allowed to stagger or partially release such funds over intervals. However, in no event will the Town Board allow the release of any part of the principal of the Landfill Fund until at least 15 years after the Department of Natural Resources approves Final Closure of the site, except as permitted in the Agreement. Such methods and duration of final disbursement of the Landfill Fund shall be determined by the Town Board by resolution or ordinance. Subsequent Town Boards may extend the term of such disbursements so funds are released at later dates, but may not provide for earlier distributions, except as may be specifically authorized in the Landfill Fund.

8. Reserve Fund. Notwithstanding the foregoing general provisions pertaining to the Landfill Fund, 25% of the landfill payments to the Town and the County shall be set aside in the separate account designated the "Mallard Ridge Landfill Reserve Fund" ("Landfill Reserve Fund") which was previously established to hold monies received from the Operator and its predecessors from operation of the Mallard Ridge Landfill pursuant to the Mallard Ridge Landfill Final

Negotiated Agreement dated December 30, 1991. The Landfill Reserve Fund is set aside to protect the Town and the County from Landfill-related claims and liabilities with the Mallard Ridge Landfill, and shall exist in lieu of landfill liability impairment insurance. It is intended that the 25% of the landfill payments, exclusive of the annual payment to the Town and the County, would be immediately upon receipt placed into the Landfill Reserve Fund. The Town Board shall determine the duration of the Landfill Reserve Fund, but the fund shall not be released for purposes other than environmental claims or related liabilities related to the landfill site, as mentioned above, for a period of not less than 20 years after the Department of Natural Resources approves Final Closure of the site.

9. Town and County Compensation. Direct compensation payable to the Town and the County under this Agreement shall be paid through the Landfill Fund, except as specifically provided for in this Agreement, and shall be divided and shared as follows:

- a. Minimum annual payment to the Town:
\$212,500 (paid directly to the Town by the Operator)
- b. Minimum annual payment to the County:
\$37,500.00 (paid to the County from the Landfill Fund out of the quarterly payments as they become available)

After crediting the Operator with the minimum annual Town and County fees listed in subsection 9.a. and 9.b., above, against the quarterly payment, the balance of such fees shall be divided as follows:

- (1) Twenty-five percent shall immediately be placed into the Reserve Fund;
- (2) Twelve percent shall be paid to the County by the Town;
- (3) Thirteen percent shall be released to the Town General Fund; and
- (4) Fifty percent shall be paid into the Landfill Fund

The Town shall be entitled to withdraw any interest earned on the money in the Landfill Fund.

All payments to the County under this Agreement shall be made within 10 days of the receipt of such funds by the Town. The County shall place all of the funds received under this Agreement into a separate fund maintained by the County and shall be used solely for solid waste and recycling purposes. The County shall provide to the Town a written accounting of funds received under this Agreement that have been spent in the previous year by the County. The

County Solid Waste Manager shall be responsible for providing this information to the Town Board no later than February 28 of each year that the Active Fill Area receives waste.

EXHIBIT E

**POLLUTION LEGAL LIABILITY INSURANCE POLICY
TO BE PROVIDED BY REPUBLIC**

EXHIBIT F

SPECIAL WASTE

TO BE PROVIDED BY REPUBLIC

EXHIBIT G

CLAY BORROW AREAS

MCHA LLC CLAY BORROW AREA PARCEL

TAX PARCEL BD – 10 - 5

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SW 1/4 AND NW 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 10; THENCE S 01DEG 33MIN 18SEC E, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10, 1402.48 FEET TO A POINT 40 FEET NORTH OF THE NORTHERLY LINE OF STATE TRUNK HIGHWAY "11"; THENCE N 76DEG 21MIN 25SEC W, 544.07 FEET PARALLEL WITH SAID STATE HIGHWAY; THENCE N 01DEG 10MIN 59SEC W, 357.24 FEET; THENCE N 88DEG 11MIN 41SEC W, 152.69 FEET; THENCE N 00DEG 29MIN 20SEC W, 1135.31 FEET; THENCE N 29DEG 11MIN 24SEC E, 208.01 FEET; THENCE N 13DEG 24MIN 41SEC E, 259.40 FEET; THENCE N 41DEG 14MIN 41SEC E, 216.40 FEET; THENCE N 66DEG 08MIN 41SEC E, 358.20 FEET TO THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 10; THENCE S 01DEG 41MIN 19SEC E, 965.53 FEET TO THE POINT OF BEGINNING. CONTAINING 30.00 ACRES OF LAND MORE OR LESS.

VOSKUIL CLAY BORROW AREA PARCEL

TAX PARCEL BD – 7 – 3

LEGAL DESCRIPTION

THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 7, TOWN 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST ¼; THENCE EAST, 460.00 FEET; THENCE SOUTH, 420.00 FEET; THENCE WEST 460.00 FEET; THENCE NORTH, 420.00 FEET TO THE POINT OF BEGINNING.

CNOTA / TRUSSLER CLAY BORROW AREA PARCELS

TAX PARCEL D-9-3B

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE-S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 1325.70 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2;
THENCE S 00DEG 00MIN 30SEC E, ALONG THE WEST LINE OF SAID EAST 1/2, 1343.97 FEET TO THE PLACE OF BEGINNING; THENCE S 89DEG 06MIN 48SEC E, 409.33 FEET; THENCE S 05DEG 22MIN 48SEC W, 219.00 FEET; THENCE N 84DEG 45MIN 42SEC E, 126.73 FEET; THENCE S 04DEG 15MIN 42SEC W, 164.90 FEET; THENCE WEST, 16.16 FEET; THENCE S 37DEG 49MIN 48SEC W, 99.51 FEET; THENCE SOUTH 375.47 FEET TO THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE N 63DEG 40MIN 54SEC W, ALONG SAID CENTERLINE, 306.62 FEET; THENCE N 00DEG 00MIN 30SEC W, 601.64 FEET; THENCE N 89DEG 06MIN 48SEC W, 150.02 FEET; THENCE N 00DEG 00MIN 30SEC W, 91.50 FEET TO THE PLACE OF BEGINNING. CONTAINING 28.05 ACRES OF LAND MORE OR LESS

TAX PARCEL D-9-3A

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 600.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE S 89DEG 27MIN 20SEC W, ALONG SAID NORTH LINE 725.70 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE S 00DEG 00MIN 30SEC E, ALONG THE WEST LINE OF SAID EAST 1/2, 1324.97 FEET; THENCE S 89DEG 06MIN 48SEC E, 409.33 FEET; THENCE S 05DEG 22MIN 48SEC W, 219.00 FEET; THENCE N 84DEG 45MIN 42SEC E, 126.73 FEET; THENCE S 04DEG 15MIN 42SEC W, 164.90 FEET; THENCE WEST, 16.16 FEET; THENCE S 37DEG 49MIN 48SEC W, 99.51 FEET; THENCE SOUTH 375.47 FEET TO THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE S 63DEG 40MIN 54SEC E, ALONG SAID CENTERLINE 334.63 FEET; THENCE NORTH PARALLEL WITH AND 600 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4, 429.59 FEET; THENCE N 24DEG 10MIN 12SEC E, 188.49 FEET; THENCE N 04DEG 42MIN 24SEC E, 149.93 FEET; THENCE N 30DEG 00MIN 30SEC W, 178.50 FEET TO A POINT LOCATED 600 FEET WEST OF THE EAST LINE OF SAID NW 1/4;

THENCE NORTH, 1424.83 FEET TO THE PLACE OF BEGINNING. CONTAINING 29 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 300.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID NW 1/4, 1544.51 FEET; THENCE N 68DEG 42MIN 23SEC W, 322.06 FEET; THENCE NORTH, 1424.71 FEET TO THE NORTH LINE OF SAID SECTION 9; THENCE N 89DEG 27MIN 20SEC E, ALONG SAID NORTH LINE, 300 FEET TO THE POINT OF BEGINNING. CONTAINING 10.2 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 300.00 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID NW 1/4, 1544.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, 936.74 FEET TO THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE N 63DEG 40MIN 54SEC W, ALONG SAID CENTERLINE, 334.68 FEET; THENCE NORTH, 429.59 FEET; THENCE N 24DEG 10MIN 12SEC E, 188.49 FEET; THENCE N 04DEG 42MIN 24SEC E, 149.93 FEET; THENCE N 30DEG 00MIN 30SEC W, 178.50 FEET; THENCE S 68DEG 42MIN 23SEC E, 322.06 FEET TO THE POINT OF BEGINNING. CONTAINING 5.7 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3C

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 00DEG 00MIN 20SEC W, 1550.03 FEET; THENCE N 89DEG 33MIN 26SEC W, 299.98 FEET; THENCE N00DEG 00MIN 27SEC E, 1544.51 FEET;

THENCE N 89DEG 52MIN 29SEC E, 300 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.7 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3C

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN
2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 00DEG 00MIN 20SEC W, 1550.03 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE S 00DEG 00MIN 20SEC W, 1082.59 FEET TO
THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE N 63DEG
22MIN 45SEC W, 334.68 FEET; THENCE N 00DEG 00MIN 27SEC E, 936.74 FEET;
THENCE S 89DEG 33MIN 26SEC E, 299.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.7 ACRES OF LAND MORE OR LESS.

EXHIBIT G-1

CLAY BORROW AREAS CONDITIONS

1. The time limits for the completion of all Clay Borrow Activities at the Clay Borrow Areas shall be as follows:

Voskuil Clay Borrow Area Parcel - Five years after the date of the Mallard Ridge Landfill Southern Expansion Negotiated Agreement.

MCHA LLC Clay Borrow Area Parcel – Five years after the date the DNR approves the clay borrow soil characterization report for the clay soil located on this parcel.

CNOTA/Trussler Clay Borrow Area Parcels – The date the DNR certifies the closure of the Active Fill Area.

2. Implementation of dust and noise control measures shall occur at all times Clay Borrow Activities are conducted at the Clay Borrow Areas.

3. The Operator shall conduct Clay Borrow Activities in a logical sequence consisting of phases of excavation and restoration that are in compliance with ~~Walworth County's Land Disturbance, the Town's Construction Site Erosion Control and Stormwater Management Ordinance~~, provided, however, that the Operator shall not be required to pay any fees under ~~Walworth County's Land Disturbance, the Town's Construction Site Erosion Control and Stormwater Management Ordinance~~ because the applicability of all said fees isare waived.

4. Restoration must occur in conjunction with excavation so as to limit the area of disturbance.

5. Prior to commencement of excavation at any Clay Borrow Area, Operator shall submit a performance bond ensuring the proper restoration of said Clay Borrow Area. The form of the performance bond shall be acceptable to the ~~County Land Conservation Department~~Town.

6. Clay Borrow Activities shall only be conducted between 6:30 a.m. and 6:00 p.m. Monday through Friday and between 6:30 a.m. and 12:30 p.m. on Saturday. The Operator shall be permitted to warm up equipment and vehicles beginning at 6:00 a.m., Monday through Saturday. No Clay Borrow Activities shall be conducted on holidays.

7. State Highway 11 shall be used for road access to the Clay Borrow Areas. Before commencing Clay Borrow Activities at a Clay Borrow Area, Operator shall get a driveway permit from the Wisconsin Department of Transportation. Operator shall restore any Town road that is damaged because of Clay Borrow Activities at the Clay Borrow Areas, provided, however that the Operator shall not be obligated to restore any

state highway located in the Town. Operator shall police and remove any dirt or clay on Town roads caused by Clay Borrow Activities at the Clay Borrow Areas.

8. No storage of chemicals and petroleum products shall occur at the Clay Borrow Areas.
9. Any additional office/trailer or structures shall obtain approved zoning and sanitary permits.
10. No materials shall be brought in from off site other than those materials specified in the clay operational plans for the Clay Borrow Areas.
11. All topsoil removed during Clay Borrow Activities must remain on site for use in restoration. All topsoil shall be regraded evenly on the disturbed area. All clay removed shall be stored at the Mallard Ridge Landfill property.
12. All site dewatering shall be conducted so as to prevent sedimentation outside of the Clay Borrow Areas. A site may not be dewatered until all sediment has settled in the open water area of the pit.
13. Setbacks shall be at least 25 feet from property boundaries and road right of ways.
14. The Operator shall provide the Town with the name and telephone number of the person responsible for maintaining erosion control at each Clay Borrow Area.
15. In conducting Clay Borrow Activities at the Clay Borrow Areas, Operator shall comply with the Nonmetallic Mining Reclamation Ordinance for Walworth County.

EXHIBIT H

WELL TESTING

In addition to the wells subject to background testing and groundwater monitoring as required by the DNR, the Operator shall conduct the following well sampling program on the wells located on the following properties currently occupied by:

1. Bill Lenz - Monitoring Well PW2U
2. Jake Greidanus - Monitoring Wells PW21H
3. Edna Evans - Monitoring Well PW40
4. Bob Koehl - Monitoring Well PW23I
5. Darus Springler - Monitoring Well PW20W
6. Daniel and Cheryl Frazier - Monitoring Well PW27
7. Dwight and Judy Davis - Monitoring Well PW28
8. Greidanus Farm - Monitoring Well PW26
9. _____
10. _____

In addition, Turtle Creek shall be tested at its intersections with Klug Road and State Highway 11. The results of all such testing shall be provided (one each) to the Town Board, Standing Committee, County Solid Waste Manager and the property owner in question.

1. Well Sampling. Upon receipt of written permission of the respective property owners and occupants (if not owner occupied) in a form acceptable to the Operator, the Operator shall sample the water supply wells identified above for the purpose of determining the water quality of well water in said wells. The first tests shall be commenced within three (3) months after the Operator commences accepting Solid Waste in the Active Fill Area and shall be repeated annually thereafter until 40 years after Final Closure. In the event that the owner(s) or user(s) of any well so identified refuse to give the Operator written consent, the Operator shall advise the Standing Committee and the Standing Committee shall designate additional wells to reach the above specified number of wells to be sampled during that year. The results shall be promptly furnished, upon receipt by the Operator, to the respective owners (and occupants) of each property tested and to the Standing Committee. The samples shall be analyzed for the following parameters:

Hardness
Alkalinity
Chloride
Sulfate
Iron
Manganese
Field PH

Field Specific Conductance
Field Temperature
Volatile Organic Compounds (VOCs) using EPA Method 524.2
Odor
Color
Turbidity

The Operator shall be responsible for the costs of collecting and analyzing the samples. The samples shall be collected by a consulting firm selected by the Operator and agreed to by the Standing Committee. The samples collected from the above specified wells shall be analyzed by a lab that is certified under Wisconsin Administrative Code Chapter NR 149. Said lab shall be selected utilizing the following procedure. The Operator shall provide the Standing Committee with a current list of certified labs which it finds acceptable. The Standing Committee shall select one lab from this list and advise the Operator of its selection. The Operator shall submit all samples collected to that lab provided the Operator can negotiate, to its sole satisfaction, an acceptable price from that lab for analytical work. In the event an acceptable price cannot be negotiated, the Operator shall advise the Standing Committee and the foregoing procedure shall be used to select another mutually acceptable lab. In the event that the Operator finds the price of the analytical work unacceptable, the lab having the lower quoted price shall be utilized. In any event, the Operator shall deliver the test results to the Standing Committee within sixty (60) days from its receipt of notice of the Standing Committee's initial lab selection. The Standing Committee shall notify the Operator of any second lab selection within five (5) days after the Operator's request for same, provided, however, if the Standing Committee fails to notify the Operator of its second lab selection within said five (5) day period, the number of days between the fifth day after the Operator's request and the day when the Standing Committee so notifies the Operator shall be added to the sixty (60) day period afforded the Operator.

2. Response to Well Contamination. If the Operator, DNR or any independent test of a sample from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a maximum contaminant level as defined in Wisconsin Administrative Code Chapter NR 809, as amended from time to time, or health related Enforcement Standard as defined in Wisconsin Administrative Code § NR 140.10, as amended from time to time, then:

(i) The Operator shall, upon notice from DNR or the Standing Committee, secure another sample from said well and test the same (utilizing the procedure described in Paragraph 1) to confirm the exceedance. The Operator shall deliver the test results to the Standing Committee within thirty (30) days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented. If the results of this test do not confirm the exceedance, then the Operator shall collect a third sample utilizing the same procedure. The Operator shall deliver the test results to the Standing Committee within sixty (60) days of said notice. If the results of the third sample confirm the exceedance, then the exceedance will be said

to have been documented. If the results of the third sample do not confirm an exceedance, then the exceedance will be said not to have been documented.

(ii) If the results of the Operator's test under subparagraph (i) document the exceedance, then the Operator shall forthwith deliver, at its sole cost, potable water to residents and livestock residing upon the property served by the well and utilizing the same.

(iii) If upon further investigation, including additional testing by the Operator, it is determined by DNR that the exceedance is caused by a source other than the landfill, then the Operator's obligation to provide potable water will cease.

(iv) In the event the above investigation establishes to DNR's satisfaction that the landfill is the source of the exceedance, then the Operator shall take appropriate measures to provide a permanent potable water supply to residents and livestock residing upon the property served by the well and utilizing the same.

(v) The foregoing procedure of providing potable water under Paragraph 2(ii) (upon the documentation of an exceedance), and a permanent potable water supply under Paragraph 2(iv) (if the above investigation establishes to DNR's satisfaction that the landfill is the source of the exceedance), shall only be binding upon the Operator if: (a) the well at which the exceedance was detected is within a one and one-half (1 1/2) mile radius of the proposed Expansion described in this Agreement and the Expansion described in the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991, and (b) the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under Paragraphs 2(iii) and (iv).

3. If the Operator, DNR or any independent test of a sample from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of any of the following standards for the following parameters:

<u>Parameter</u>	<u>Standard</u>
Sulfate	400 mg/l
Iron	*
Manganese	*
Alkalinity (as CaCO ₃)	1000 mg/l
Hardness (as CaCO ₃)	1000 mg/l
Chloride	Wisconsin Administrative Code § NR 140.12 Enforcement Standard as amended from time to time.

* As determined by the DNR as part of the Plan of Operation for the Expansion.

then:

(i) The Operator shall, upon notice from DNR or the Standing Committee, secure a sample from said well and test the same (utilizing the procedure described in Paragraph 1) to confirm the exceedance. The Operator shall deliver the test results to the Standing Committee within thirty (30) days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented. If the results of this test do not confirm the exceedance, then the Operator shall collect a third sample utilizing the same procedure. The Operator shall deliver the test results to the Standing Committee within sixty (60) days of said notice. If the results of the third sample confirm the exceedance, then the exceedance will be said to have been documented. If the results of the third sample do not confirm the exceedance, then the exceedance will be said not to have been documented.

(ii) If an exceedance of one of the parameters listed above in this Paragraph 3 is documented as described in Paragraph 3(i), then the Operator shall test the well for the following inorganic substances: arsenic, cadmium, chromium, lead, mercury, barium, selenium, silver, copper and zinc.

4. Sampling of Turtle Creek. In addition, the Operator shall, commencing within three (3) months after the Operator commences accepting Solid Waste in the Active Fill Area and annually thereafter until 40 years after Final Closure, perform sampling of Turtle Creek at its intersections with Klug Road and State Highway 11. Such sampling shall be of the parameters described above in Paragraph 1.

5. The parties agree that upon the commencement of the well testing and testing of Turtle Creek described above, the Operator shall no longer have to perform the well testing and testing of Turtle Creek described in the second and third sentences of Article IV, Section 4 and in Exhibit "H" of the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 (hereafter the "Prior Siting Agreement") it being the intent of the parties that the Operator shall not have to conduct well testing and testing of Turtle Creek under both this Agreement and the Prior Siting Agreement. Upon commencement of the well testing and testing of Turtle Creek required in this Agreement, the well testing and testing of Turtle Creek required in this Agreement supersedes and replaces the well testing and testing of Turtle Creek required in the second and third sentences of Article IV, Section 4 and in Exhibit "H" of the Prior Siting Agreement.

Reports of Special Committees

There were no Reports of Special Committees.

Chairperson's Report

The next regularly scheduled County Board meeting will be held on March 8, 2005 at 6:00 p.m.

Adjournment

On motion by Supervisor Ketchpaw, seconded by Supervisor Muzatko, the meeting of the County Board of Supervisors was adjourned at 7:15 p.m.

Kimberly S. Bushey
County Clerk

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 February 8, 2005 meeting.

THE MARCH 8, 2005 SESSION
OF THE
WALWORTH COUNTY BOARD OF SUPERVISORS

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

Invocation

Deacon Bill Dunn, St. Patrick's Catholic Church, Elkhorn, delivered the invocation.

All Supervisors were present except Supervisor Ketchpaw. There was one vacant seat. A quorum was established.

Amendments, Withdrawals, and Approval of Agenda

On motion by Supervisor Hilbelink, seconded by Supervisor Grant, item #4, Appointments/Elections, Election of Executive Committee Chair, was postponed until Supervisor Ketchpaw could be present.

On motion by Supervisor Grant, seconded by Supervisor Waelti, the agenda was approved as amended.

Approval of the Minutes

On motion by Supervisor Morrison, seconded by Supervisor Lightfield, the minutes of the February 8, 2005 Walworth County Board of Supervisors meeting were approved.

Comment Period by Members of the Public

Ken Micheloni, N8457 Highway 12, Elkhorn, addressed the Board. Mr. Micheloni said that he hoped all supervisors were computer literate and if they weren't they should be trained. He also suggested alternative funding sources to remedy the problems at the new Justice Center.

Bill Jacques, N6009 Bowers Road, Elkhorn. Mr. Jacques said that he would like to get the 77 acres, purchased for the Judicial Center and not used for that purpose, back on the tax rolls. Mr. Jacques said that the I-43 and Bowers Road intersection is a disaster. He said he would like a letter sent to the Department of Transportation to close it and let the township use the road. Regarding Lakeland School, Mr. Jacques asked if a study has been done to find out how many students we might have in 5 years. He suggested a limit be set on the number of students, as the Board did for the nursing home. Mr. Jacques stated that the costs of the new building at the Annex keep going up and he asked for better control of those costs. Mr. Jacques said that his biggest concern is the County's approval of ordinances. Mr. Jacques said property owners are losing property rights every time the Board approves an ordinance.

Appointments/Elections

1. Local Emergency Planning Committee
 - Kevin Williams, Emergency Management
 - Kevin Kennedy, EMS
 - Rick Reed, DNR
 - Senator Neal Kedzie, State Senate
 - Michael Ciardo, Law Enforcement
 - David Fladten, EMS/Law Enforcement

- Wendell Fry, A.R.C.
- Patricia Grove, Public Health
- Richard Kuhnke, Agriculture
- David Graves, Sheriff, Elected
- Ann Lohrmann, County Board Chairperson
- Rod Smith, Fire Chiefs
- Shane Crawford, County Highway
- Lisa Seiser, Media
- Allen Zimmerman, Industry
- Eric Hudson, Industry
- David Bretl, County Administrator
(Recommended by the Executive Committee 6-0)
- 2. Lakeland Health Care Center Board of Trustees
 - Eric P. Anderson – Term commencing upon election and expiring January 7, 2008 (Recommended by the Executive Committee 5-1)
 - Other applicants: Lawrence Behselich, Rev. Jim Burd, Lorraine Norem
- 3. County Board Supervisor – District No. 23
 - Alan Kupsik
(Recommended by Ann Lohrmann, County Board Chairperson and recommended by the Executive Committee 6-0 on February 28, 2005)
- 4. Election of Executive Committee Chair
- 5. Appointment of Supervisors to Vacant Committee Positions
(The Executive Committee may meet to nominate committee replacements caused by the resignation of Chris Goebel and/or the election of the Executive Committee Chair.)
- 6. City of Elkhorn Tax Incremental Financing District No. 2 Review Board
 - Tracy Schulze, Walworth County Comptroller
(Recommended by the Executive Committee 6-0 on February 28, 2005)

A motion offered by Supervisor Grant, seconded by Supervisor Lein, to approve item #1, Local Emergency Planning Committee appointments, as recommended by the Executive Committee, was approved by voice vote.

On motion by Supervisor Weber, seconded by Supervisor Arnold, Eric Anderson was elected to the Lakeland Health Care Center Board of Trustees.

On motion by Supervisor Russell, seconded by Supervisor Downing, Alan Kupsik was appointed as County Board Supervisor, District # 23. Chairperson Lohrmann read the appointment of Alan Kupsik.

Kimberly Bushey, County Clerk, swore in Alan Kupsik as Walworth County Board Supervisor for District # 23. Supervisor Kupsik then took his seat on the County Board.

Item #4, Election of the Executive Committee Chair, was postponed until the April County Board meeting.

On motion by Supervisor Parker, seconded by Supervisor Schaefer, Alan Kupsik was appointed to serve on the County Zoning Agency and Executive Committee.

On motion by Supervisor Kuhnke, seconded by Supervisor Grant, the appointment of Tracy Schulze, Comptroller, to the City of Elkhorn Tax Incremental Financing District No. 2 Review Board was approved by voice vote.

Communications and Matters to Be Referred

1. Claims Received After Agenda Mailing – There were no claims received after the agenda mailing.
2. Claims – There were no claims presented.
3. Communication from the Public Service Commission – Notice regarding State Long Distance Telephone’s plan to increase residential and commercial rates was referred to the Executive Committee.
4. Communication from Dunn County – Resolution No. 25-2005 – To encourage efforts to support State supplemental funding for the Special Supplemental Nutrition Program for Women, Infants and Children in Wisconsin was referred to the Health & Human Services Board.
5. Correspondence from Quarles & Brady, dated February 10, 2005, regarding opposition of Village of East Troy to Proposed Attachment of the Grafenauer property to the Lake Beulah Management District was referred to the Land Conservation Committee.
6. Correspondence from Quarles & Brady, dated February 18, 2005, regarding proposed attachment of the Grafenauer property to the Lake Beulah Management District was referred to the Land Conservation Committee.
7. Correspondence regarding Village of Paddock Lake resolution regarding a cooperative plan with the Town of Salem was referred to the Land Conservation Committee.
8. Communication from County Treasurer Kathy Du Bois regarding Sunshine Fund (It is anticipated that the County Board will vote to take action on this item at tonight’s meeting, which may include a motion to approve a payroll deduction to replenish the fund.)
9. County Clerk Report – Summary of 2004 Dog Licenses Sold and Licensing Statistics was placed on file.
10. Thank you note from Supervisor Jerry Grant was placed on file.
11. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File was included with the agenda packet.
12. Report of the County Clerk Regarding Communications Received After the Agenda Mailing
The following items were placed on Supervisors’ desks this evening and will be placed on file:
 - February 21, 2005 issue of *The Legislative Review*
 - Communication from Wisconsin Counties Association regarding NACo 2005-2006 Presidential Committee Appointments
 - Thank you note from County Board Supervisor Sandra Wagie-Troemel

Also presented to the Clerk and distributed to the Supervisors this evening were the following:

- Correspondence from Supervisor Rick Stacey regarding County entrance signs was referred to the Public Works Committee
 - Correspondence from Supervisor Rick Stacey regarding impact fees for County parks was referred to the Land Conservation Committee
 - Correspondence from Supervisor Margaret Downing regarding a memorial in the new Justice Center for Alice Morrissey was referred to the Public Works Committee
 - Revised copy of Resolution 97-03/05 which is listed on this evening’s agenda
13. Report of County Clerk Concerning Zoning Gone Into Effect
 - Pamela Jensen (Wm. J. Host, App.), Town of Bloomfield
 - Estate of Jack Ehrhardt (Justin Ehrhardt), Town of Delavan
 - Kristi L. Collins & Jamie W. Opper, Town of Lafayette
 - Wisconsin Department of Natural Resources, Towns of Darien, Delavan, East Troy, Geneva, Lafayette, Sharon, Spring Prairie, Walworth & Whitewater (Navigability Determinations)
 14. Report of County Clerk Concerning Zoning Petitions referred to the County Zoning Agency.
 - James O. Jacobson, Town of Richmond, A-2 & C-2 to C-2
 - Lakeland Animal Welfare Society, Inc. (Bryan Olson, App.), Town of Delavan, A-2 to A-4
 - Delavan Lake Animal Park, Town of Delavan, A-2 to P-1 & B-4

- Robert Castleman, Town of Geneva, A-2 to A-4
- Mary Ellen Baack (Rick Porter, App.), Town of East Troy, R-1 to C-2
- Richard and JoAnn Kerr Revocable Trust, Town of Whitewater, C-2 to R-1
- Larry and Phylis Gunnink, Town of Darien, A-1 to A-5
- Greg and Denise Cook, Town of Delavan, A-2 to C-2
- Text Amendment to Walworth County Code of Ordinances, Walworth County, Wisconsin, Sections 74-39, 74-40, 74-47, 74-55, 74-63, 74-64, 74-65 (Zoning); and 74-164, 74-165, 74-174, 74-182, 74-190, 74-191, 74-192 (Shoreland)
- Text Amendment to Walworth County Code of Ordinances, Walworth County, Wisconsin, Zoning and Shoreland Ordinances, Sections 74-51, 74-52, 74-61, 74-178, and 74-188

A motion offered by Supervisor Russell, seconded by Supervisor Morrison, to approve item #8, replenishment of the County Board Sunshine Fund, was approved by voice vote. Ten dollars will be deducted from each County Board supervisor's next paycheck.

Unfinished Business

Discussion/Possible Action with regard to options proposed in "Response to Resolution No. 63-10/04 – Directing the Director of Land Use and Resource Management Department to Propose a Plan to Allow Towns to Withdraw from Countywide General Zoning" (Tabled at the February 8, 2005 County Board meeting until the March meeting.)

Michael Cotter, Director, Land Use and Resource Management, addressed the Board. Cotter said a report of the 2005 Comprehensive Planning Grant Awards was distributed to the Supervisors. Walworth County did not receive a grant for 2005. Cotter said there was \$2,000,000 available and Waukesha County received the largest amount, which was \$812,300.

Cotter said the next step for Smart Growth is the technical advisory meeting on March 30. He said that SEWRPC verbally stated that if Walworth County did not get the grant, SEWRPC would honor the original grant award as the amount they would charge to do the Smart Growth Plan. The same agreement would be in effect for the participating townships as well. Cotter said SEWRPC would also be represented at the Smart Growth meeting.

Supervisor Polyock asked if the options for the towns to get out of county zoning, as submitted by Cotter, are still viable as originally presented considering that we now know Walworth County is not getting the grant for the Smart Growth Plan. Dave Bretl gave the history of the process that has occurred and explained that, although Option 4 of Cotter's plan was tied to the Smart Growth Grant and we are no longer anticipating getting the grant, the Board could proceed to vote on the six options tonight. Bretl said that the Board could also wait until the end of the month for the Smart Growth meeting and then vote on the issue.

Supervisor Van Dreser offered a motion, seconded by Supervisor Hawkins, to table the item regarding countywide zoning until the May County Board meeting and to refer the item to the Smart Growth Technical Advisory Committee and to the County Zoning Agency for discussion and recommendation to the Board.

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. Text Amendment to Walworth County Code of Ordinances (Zoning and Shoreland) Chapter 74-61 and 74-188 Agricultural and related uses, 74-131 and 74-263 Definitions – approved 5 – 0 (1-20-05 public hearing)
2. Chicago Club of Lake Geneva Condominium (Daryl J. Riley, Owner), (Lawrence E. Yopp, Jr., App.), Town of Linn, Rezone .88 acres of C-1 to R-1 & C-4 – approved 5 - 0 (12-16-04 public hearing)
3. James J. and Cindy L. Skarda, Town of Linn, Rezone 120.98 acres of A-2 & C-1 to R-1, C-1, & C-4 – modified and approved to rezone to R-5 instead of R-1, approved 5 – 0 (1-20-05 public hearing)
4. Olga Boor (Joe and Christine Raboine, App.), Town of East Troy, Rezone 11.6 acres of A-2 to B-4 – approved 5 – 0 (1-17-05 public hearing)
5. Lauderdale Lakes Lake Management District (Scott J. Mason, App.), Town of LaGrange, Rezone 3.67 acres of R-4 to B-2 – modified and approved to rezone to P-2, approved 5 – 0 (1-20-05 public hearing)
6. David L. Bahl (David V. & Dana L. Bahl, App.), Town of Lafayette, Rezone 7.18 acres of A-1 to C-2 – approved 5 – 0 (1-20-05 public hearing)
7. Jackie Johnston (Walworth County, App.), Town of LaGrange, Rezone .15 acres of C-4 to R-1 – approved 5 – 0 (2-17-05 public hearing)
8. Wayne Vogt, Town of Lafayette, Rezone 2 acres of A-1 to A-5 - modified and approved to rezone 1.8 acres instead, approved 5 – 0 (12-16-04 public hearing)

A motion was offered by Supervisor Stacey, seconded by Supervisor Weber, to concur with the Report of the County Zoning Agency on items 1, 2, 3, 4, 5, 6, 7 & 8 above.

Item #7 was pulled from the vote. Items 1, 2, 3, 4, 5, 6, and 8 were approved by voice vote. Discussion ensued on item #7. Matt Weidensee, Land Use and Resource Management, addressed the Supervisors and explained that Walworth County is the applicant for item #7 because the County administratively changed the zoning from upland to wetland because of a zoning error. Item #7, Jackie Johnston (Walworth County, App.), Town of LaGrange, Rezone .15 acres of C-4 to R-1 was approved by voice vote. The Report of the County Zoning Agency follows:

REPORT OF COUNTY ZONING AGENCY TO COUNTY BOARD ON HEARING ON PETITION TO AMEND THE WALWORTH COUNTY ZONING ORDINANCE

TO THE COUNTY BOARD OF WALWORTH COUNTY:

The County Zoning Agency, having considered the petitions to amend the Walworth County Zoning Ordinance and Shoreland Zoning Ordinance; and having held public hearings thereon, pursuant to Section 59.69(5)(e) Wisconsin Statutes, notice thereof having been given as provided by law, and being duly informed of the facts pertinent to the changes proposed and duly advised of the wishes of the people in the area affected, hereby recommends as follows:

1. County Zoning Agency, Walworth County – Filed a petition on the 22nd day of December 2004 to amend the text of the Walworth County Code of Ordinances (Zoning and Shoreland) Chapter 74-61 and 74-188 Agricultural and related uses, 74-131 and 74-263 Definitions.

Recommendation: Said petition be approved.

2. Chicago Club of Lake Geneva Condominium (Daryl J. Riley, Owner) (Lawrence E. Yopp, Jr., App.), Town of Linn – Filed a petition on the 26th day of October 2004 to rezone from C-1 Lowland Resource Conservation District to R-1 Single-Family Residence District (Unsewered) & C-4 Lowland Resource Conservation District (Shoreland).

Recommendation: Said petition be approved.

3. James J. and Cindy L. Skarda, Town of Linn – Filed a petition on the 29th day of October 2004 to rezone from A-2 Agricultural Land District & C-1 Lowland Resource Conservation District to R-1 Single-Family Residence District (Unsewered), C-1 Lowland Resource Conservation District, & C-4 Lowland Resource Conservation District (Shoreland).

Recommendation: To modify and approve to rezone the R-1 portion to the R-5 Planned Residential Development District.

4. Olga Boor (Joe and Christine Raboine, App.), Town of East Troy – Filed a petition on the 5th day of January, 2005, to rezone from A-2 Agricultural Land District to B-4 Highway Business District.

Recommendation: Said petition be approved.

5. Lauderdale Lakes Lake Management District (Scott J. Mason, App.), Town of LaGrange – Filed a petition on the 3rd day of December, 2004, to rezone from R-4 Multiple-Family Residence District to B-2 General Business District.

Recommendation: Said petition be modified and approved to reflect a rezone from R-4 to P-2.

6. Dave L. Bahl (David V. & Dana L. Bahl, App.), Town of Lafayette – Filed a petition on the 1st day of December, 2004, to rezone from A-1 Prime Agricultural Land District to C-2 Upland Resource Conservation District.

Recommendation: Said petition be approved after the appropriate findings were made as required by State Farmland Preservation Program S91.77(1) Wis. Stats.

The majority of the site is mature trees and has not been historically farmed. Also, a portion of the area has poor soils and steep slopes.

7. Jackie Johnston (Walworth County, App.), Town of LaGrange – Filed a petition on the 12th day of December, 2004, to rezone from C-4 Lowland Resource Conservation District (Shoreland) to R-1 Single-Family Residence District (Unsewered).

Recommendation: Said petition be approved.

8. Wayne Vogt, Town of Lafayette – Filed a petition on the 15th day of October, 2004, to rezone from A-1 Prime Agricultural Land District to A-5 Agricultural-Rural Residential District.

Recommendation: Said petition be approved after the appropriate findings were made as required by State Farmland Preservation Program S91.77(1) Wis. Stats.

The rezone is consistent with surrounding land uses.

ORDINANCE AMENDING WALWORTH COUNTY ZONING ORDINANCE

WHEREAS, the Walworth County Board of Supervisors has heretofore been petitioned to amend the Walworth County Zoning Ordinance; and

WHEREAS, the petitions have been referred to the Walworth County Zoning Agency for public hearing; and

WHEREAS, the Walworth County Zoning Agency on due notice conducted public hearings on the proposed amendments and filed their recommendations with the board; and

WHEREAS, the proposed amendments have been given due consideration by the Board in open session.

NOW, THEREFORE, the County Board of Supervisors of the County of Walworth do ordain as follows:

The Zoning Ordinance of Walworth County and Shoreland Zoning Ordinance (and accompanying Zoning Map) is amended in the following respects:

1. County Zoning Agency, Walworth County – Filed a petition to amend the text of the Walworth County Code of Ordinances (Zoning and Shoreland) Chapter 74-61 and 74-188 Agricultural and related uses, 74-131 and 74-263 Definitions as follows:

Additions are underlined and deletions are ~~crossed out~~.

74-61 and 74-188 Agricultural and related uses.

Except where specifically permitted as a principal use in division 3, the following agricultural and related uses shall be conditional uses and may be permitted as specified. All conditional uses in the A-1 district are limited to those that are consistent with agricultural use and found to be necessary in light of alternative locations available for any such uses (Wis. Stats. Ch. 91.01(10)). In approving or disapproving the location of a

Farm family business is a use which is accessory to an agricultural use consisting of uses listed in the A-4 district except the production, packing, packaging, and light assembly of products from glass, metals, plaster, and plastics. A farm family business may be permitted as a conditional use for farm owners if limited to existing farm residence or farm structures not dedicated to agricultural uses. No more than two persons who are not members of the resident farm family may be employed in the farm family business (see Wis. Stats. 91.75(8))

74-131 and 74- 263 Definitions

Agricultural use. Beekeeping; commercial feedlots; dairying; egg production; floriculture; fish or fur farming; forest and game management; grazing; livestock raising; orchards; plant greenhouses and nurseries; poultry raising; raising of grain, grass, mint and seed crops; raising of fruits, nuts and berries; sod farming; placing land in federal programs in return for payments in kind; owning land, at least 35 acres of which is enrolled in the conservation reserve program under 16 USC 3831 to 3836 **or lands that are part of other State and Federal Conservation Programs**; participating in the milk production termination program under 7 USC 1446 (d); and vegetable raising. (Wis. Stats. 91.01, 92.10)

Farm family business. Any lawful activity, except a farm operation, consisting of uses which are accessory to an agricultural use listed in the A-4 district except the production, packing, packaging, and light assembly of products from glass, metals, plaster, and plastics, conducted primarily for any of the following:

1. The purchase, sale, lease or rental of personal or real property.
2. The manufacture, processing or marketing of products, commodities or any other personal property.
3. The sale of services.

Use consistent with agricultural use: (Wis. Stats. 91.01 (10), 92.10) Any activity that meets all of the following conditions:

1. The activity will not convert land that has been devoted primarily to agricultural use, **unless under a State or Federal Wetland Restoration Program or any other designated program as adopted by the Walworth County Board of Supervisors.**
2. The activity will not limit the surrounding land's potential for agricultural use.
3. The activity will not conflict with agricultural operations on land subject to a farmland preservation agreement.
4. The activity will not conflict with agricultural operations on other properties.

2. Chicago Club of Lake Geneva Condominium (Daryl J. Riley, Owner) (Lawrence E. Yopp, Jr., App.), Town of Linn – Filed a petition to amend said zoning maps from C-1 Lowland Resource Conservation District to R-1 Single-Family Residence District (Unsewered) & C-4 Lowland Resource Conservation District (Shoreland) on the following described lands:

Part of Tax Parcel #I L 1800011

A complete description of the rezone area can be found in the file in the Land Use and Resource Management Department.

3. James J. and Cindy L. Skarda, Town of Linn – Filed a petition to amend said zoning maps from A-2 Agricultural Land District & C-1 Lowland Resource Conservation District to R-5 Planned Residential Development District, C-1 Lowland Resource Conservation District, & C-4 Lowland Resource Conservation District (Shoreland) on the following described lands:

All of Tax Parcel #I L 1700017.

4. Olga Boor (Joe and Christine Raboine, App.), Town of East Troy – Filed a petition to amend said zoning maps from A-2 Agricultural Land District to B-4 Highway Business District on the following described lands:

All of Tax Parcel #PA137900001

5. Lauderdale Lakes Lake Management District (Scott J. Mason, App.), Town of LaGrange – Filed a petition to amend said zoning maps from R-4 Multiple-Family Residence District to P-2 Institutional Park District on the following described lands:

All of Tax Parcel #H LG3600011A and part of Tax Parcel #H LG3600011

A proposed rezone from R-4 to B-2 for a parcel located in Section 36, Town 4 North, Range 16 East, LaGrange Township, Walworth County, Wisconsin, described as follows: Commence at a found County Monument at Center of said Section 36; thence South 87°18'45" West the East-West ¼ line as monumented 446.00 feet to the Point of Beginning;

Thence South 27°32'11" West a distance of 217.17 feet;

Thence South 87°18'45" West a distance of 120.00 feet;

Thence North 00°54'49" West a distance of 260.00 feet;

Thence south 89°05'11" West a distance of 160.38 feet;

Thence North 36°02'51" West a distance of 55.10 feet to a found railroad spike;

Thence North 73°37'20" East a distance of 127.97 feet to a found iron rod;

Thence North 33°49'46" East a distance of 371.62 feet to a found railroad spike;

Thence South 58°15'00" East a distance of 96.96 feet to a found iron pipe;

Thence South 57°49'45" East a distance of 71.59 feet to a found iron pipe;

Thence South 49°07'21" East a distance of 94.24 feet to a found concrete monument;

Thence South 40°03'01" West a distance of 140.00 feet;

Thence South 52°02'07" East a distance of 140.00 feet;

Thence South 87°20'50" West a distance of 95.00 feet to a found concrete monument;

Thence South 27°32'11" West a distance of 112.83 feet to the Point of Beginning, and containing 160,024.83 square feet or 3.6737 acre(s) of land, more or less.

6. Dave L. Bahl (David V. & Dana L. Bahl, App.), Town of Lafayette – Filed a petition to amend said zoning maps from A-1 Prime Agricultural Land District to C-2 Upland Resource Conservation District on the following described lands:

Part of Tax Parcel #K LF 900003

Being a part of the Southwest ¼ of the Northwest ¼ of Section 9, Township 3 North, Range 17 East, Town of Lafayette, Walworth County, Wisconsin more particularly described as follows: Commencing at the North corner of said Section 9; thence S01°43'18"E, along the East line of said Northwest ¼, a distance of 1,584.16 feet to the Point of Beginning; thence continue S01°43'18"E, along said East line, a distance of 11.13 feet; thence S22°37'37"W, a distance of 152.62 feet; thence N86°40'02"W, a distance of 271.40 feet; thence S55°22'58"W, a distance of 142.49 feet; thence S12°06'53"W, a distance of 334.90 feet; thence N89°04'32"W, a distance of 203.93 feet; thence N27°29'42"W, a distance of 688.15 feet; thence S86°11'34"E, a distance of 1,040.76 feet to the Point of Beginning.

The majority of the site is mature trees and has not been historically farmed. Also, a portion of the area has poor soils and steep slopes.

7. Jackie Johnston (Walworth County, App.), Town of LaGrange – Filed a petition to amend said zoning maps from C-4 Lowland Resource Conservation District (Shoreland) to R-1 Single-Family Residence District (Unsewered) on the following described lands:

All of Tax Parcel #H LG3600035

8. Wayne Vogt, Town of Lafayette – Filed a petition to amend said zoning maps from A-1 Prime Agricultural Land District to A-5 Agricultural-Rural Residential District on the following described lands:

Part of Tax Parcel #K LF 600007

A part of the Northwest ¼ of the Southeast ¼ of Section 6, Town 3 North, Range 17 East, Walworth County, Wisconsin, zoned as A-1 to be rezoned as A-5, described as follows:

Beginning at the Northeast corner of Certified Survey Map No. 3648, recorded as Document No. 0589552; thence N 73 DEG 44MIN 06SEC E, 215.97 feet along the centerline of County Trunk Highway "A"; thence parallel to the East line of said C.S.M. 3648, S 00DEG 26MIN 48SEC E, 377.30 feet; thence parallel to the centerline of said C.T.H. A, S 73DEG 44MIN 06SEC W, 215.97 feet to the Easterly line of said C.S.M. 3648; thence along said East line, N 00DEG 26MIN 48SEC W. 377.30 feet to the Point of Beginning.

Containing 1.80 acres of land more or less.

The rezone is consistent with surrounding land uses.

ATTEST this 8th day of March 2005.
Ann Lohrmann
County Board Chairperson
ATTEST this 8th day of March 2005.
Kimberly S. Bushey
County Clerk

Executive Committee

1. Approval of Walworth County Board of Supervisors 2005-2006 Meeting Schedule (Recommended by the Executive Committee as amended 6-0)
2. Ordinance No. 292-03/05 – Amending Section 2-167 of the Walworth County Code of Ordinances Relating to the Wisconsin River Rail Commission (clarifying that only citizen members shall be paid per diem for meeting attendance) (Recommended by the Executive Committee 5-0)
3. Resolution No. 95-03/05 – Establishing Topics for Committee of the Whole Meetings of the County Board (Recommended by the Executive Committee 6-0 on February 28, 2005)
4. Resolution No. 96-03/05 – Requesting the State Legislature Permanently Remove the Sunset Date for Wisconsin Land Information Program (Recommended by the Executive Committee 6-0)

Supervisor Russell offered a motion, seconded by Supervisor Burwell, to approve item #1, Walworth County Board of Supervisors 2005-2006 Meeting Schedule. Discussion ensued. Chair Lohrmann pointed out that the proposed time of 9:00 a.m. for the March 14, 2006 meeting is to facilitate the students for Student Government Day. Chair Lohrmann said that the Board would meet here at the Courthouse at 9:00 a.m. Bretl explained that it was the Executive Committee's intent for the Board to meet at the Judicial Center, however, the only room that would be available is the Jury Assembly Room, which is also where the students will be meeting. Bretl explained that after a 45 minute meeting, the students routinely break off and rotate through the facility. The students will return to the Jury Assembly Room and have lunch at 11:30 a.m. Bretl said that a Board meeting could be held at 9:00 a.m. to allow the students to sit in on a portion of the meeting. Bretl said that the day and time of the meeting could remain as scheduled but the logistics of the meeting may change. The County Board of Supervisors 2005-2006 Meeting Schedule was approved by voice vote.

On motion by Supervisor Grant, seconded by Supervisor Downing, Ordinance No. 292-03/05 was approved by voice vote.

ORDINANCE NO. 292-03/05

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

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Sections 2-167 of Chapter 2 of the Walworth County Code of Ordinances is hereby amended so as to read as follows (additions shown by underline):

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

(a) Membership. The county board shall make three appointments to the Wisconsin River Rail Transit Commission. At least one member shall be a county board supervisor.

(b) Reimbursement. Citizen Mmembers shall be entitled to per diem and mileage as set forth in Section 2-166.

PART II: This Ordinance shall become effective upon passage.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 8th day of March, 2005.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: March 8, 2005

Tuesday October 11, 2005 at 5:00 P.M. County Board Room
Tuesday January 10, 2006 at 5:00 P.M. County Board Room; and,

WHEREAS, committee of the whole meetings permit supervisors to discuss and listen to presentations on topics of importance and interest in an informal meeting forum that permits open discussion without the requirement of voting; and,

WHEREAS, the executive committee recommends the following program schedule for committee of the whole meetings:

April 19, 2005 at 5:00 P.M.	Presentation by Task Force to Optimize Criminal Justice Resources
July 12, 2005 at 5:00 P.M.	Water quality and economic development
October 11, 2005 at 5:00 P.M.	Legislative roundtable
January 10, 2006 at 5:00 P.M.	Economic impact of agriculture in Walworth County

NOW, THEREFORE, BE IT RESOLVED that the Walworth County Board of Supervisors does hereby establish the above-stated topics for committee of the whole meetings.

BE IT FURTHER RESOLVED THAT this resolution supersedes any prior resolutions of the board establishing committee of the whole agenda topics.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

Action Required: Majority X Two-thirds _____ Other _____

County Board Meeting Date: March 8, 2005

Policy and Fiscal Note is attached.

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

Dave Bretl /s/	3/1/05	N. Andersen	3/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 95-03/05

- I. Title: Establishing Topics for Committee of the Whole Meetings of the County Board
- II. Purpose and Policy Impact Statement: The purpose of this resolution is to establish topics for committee of the whole meetings of the county board.
- III. Budget and Fiscal Impact: Passage of this resolution will have no budgetary impact.
- IV. Referred to the following standing committees for consideration and date of referral:

Committee: Executive	Meeting Date: February 28, 2005
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Vote: 6 - 0

County Board Meeting Date: March 8, 2005

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.

Dave Bretl /s/	3/1/05	N. Andersen	3/1/05
County Administrator/	Date	Deputy County Administrator -	Date
Corporation Counsel		Finance	

Supervisor Grant offered a motion, seconded by Supervisor Weber, to approve item #4. Discussion ensued. Bretl explained the resolution. Resolution No. 96-03/05 was approved by voice vote.

Resolution No. 96-03/05
 Requesting the State Legislature Permanently Remove the Sunset Date
 For the Wisconsin Land Information Program

Moved/Sponsored by: Executive Committee

WHEREAS, 1989 Wisconsin Act 31 established the Wisconsin Land Information Program and authorized County Land Information Offices and financial aids to counties for land record modernization projects; and,

WHEREAS, 1989 Wisconsin Act 339 established local and state funding for the Wisconsin Land Information Program by increasing recording fees for real estate documents on July 1, 1991, and allowing counties with established Land Information Offices to retain a portion of the recording fees for developing, implementing and maintaining a countywide plan for land records modernization; and,

WHEREAS, Walworth County established a Land Information Office, applied for state grants from the Wisconsin Land Information Board, and from 2001 to the present, has collected recording fee revenue of \$147,587; and,

WHEREAS, Walworth County has, in recent years, used the recording fee revenue, in part, to fund the tract index/accounting system, which allows the Register of Deeds to present tract indexing information on the Internet; and, the Street Center Line project, which provides the mapping layer for the sheriff's new computer aided dispatch system; and,

WHEREAS, the Wisconsin Land Information Program is scheduled to sunset on September 1, 2005, thereby eliminating retention of recording fee revenue by counties.

NOW, THEREFORE, BE IT RESOLVED that the Walworth County Board of Supervisors does hereby request that the State Legislature permanently remove the sunset date for the Wisconsin Land Information Program.

BE IT FURTHER RESOLVED that upon passage of this resolution, the county clerk forward copies to Governor Doyle and those state senators and assembly representatives who represent Walworth County.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

Action Required: Majority X Two-thirds _____ Other _____

County Board Meeting Date: March 8, 2005

Policy and Fiscal Note is attached.

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

David Bretl /jl/ County Administrator Counsel	3/1/05 Date	Nicki Andersen (pw) Deputy County Administrator - Corporation Finance	3/1/05 Date
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If unsigned, exceptions shall be so noted by the County Administrator.

Policy and Fiscal Note
Resolution No. 96-03/05

I. Title: Requesting the State Legislature Permanently Remove the Sunset Date For the Wisconsin Land Information Program.

II. Purpose and Policy Impact Statement: The following is a breakdown of the \$11.00 recording fee for real estate documents collected by the Register of Deeds:

\$2.00 State – Land Information Board
\$1.00 County – Public Access
\$4.00 County - Land Modernization
\$4.00 County – General Fund
\$11.00

The sunset of September 1, 2005, referenced in this resolution, is for the \$2.00 State – Land Information Board and \$1.00 County – Public Access portion of the filing fee. The \$4.00 County - Land Modernization and the \$4.00 County – General Fund portion of the fee are not affected.

III. Budget and Fiscal Impact: Walworth County's 2005 Budget includes \$37,500 in revenue from Public Access Fees. This estimate was based on receipt of Public Access Fees for twelve months in 2005. Sunset of the Land Information Program on September 1, 2005 would result in the loss of revenue and a possible budget shortfall for Walworth County.

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

Committee: Executive Committee Meeting Date: February 16, 2005

Vote: 6-0

County Board Meeting Date: March 8, 2005

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 Bretl /jl/ County Administrator/ Corporation Counsel	3/1/05 Date	Nicki Andersen (pw) Deputy County Administrator - Finance	3/1/05 Date
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Finance Committee

1. Ordinance No. 293-03/05 – Repealing and Recreating Chapter 15, Article III, Division 6 and Chapter 15, Article IV, Division 1 and Chapter 30, Article VIII and IX, of the Walworth County Code of Ordinances Relating to Timekeeping and Reimbursement of Employee Expenses (Recommended by the Finance Committee 5-0)

2. Resolution No. 93-03/05 – Designating Non-Lapsing Funds and Specifying 2004 Budget to be Carried Forward and Used for the Same Purpose in 2005 (Recommended by the Finance Committee 5-0)
3. Resolution No. 94-03/05 – Authorizing Not to Exceed \$2,200,000 General Obligation Promissory Notes for Highway Projects (Recommended by the Finance Committee 5-0)

On motion by Supervisor Russell, seconded by Supervisor Schaefer, item #1, Ordinance No. 293-03/05 was approved by voice vote.

ORDINANCE NO. 293-03/05

REPEALING AND RECREATING CHAPTER 15, ARTICLE III, DIVISION 6 AND CHAPTER 15, ARTICLE IV, DIVISION 1 AND CHAPTER 30, ARTICLE VIII AND IX, OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO TIMEKEEPING AND REIMBURSEMENT OF EMPLOYEE EXPENSES

NOW THEREFORE, THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Article III, Division 6, of Chapter 15 of the Walworth County Code of Ordinances is hereby repealed and recreated as Chapter 30, Article VIII and amended to read as follows (additions shown by underline; deletions shown by strikethrough):

“ARTICLE VIII. PAYROLL POLICIES

Sec. ~~15-380~~ 30-410 Policy.

It is the policy of the county to pay employees by check or direct deposit on a regular basis and in a manner consistent with applicable laws or regulations, ~~and accounting standards, and collective bargaining agreements in accord with Chapter 15, Section 380.~~

(Ord. No. 252-02/04, pt. 7, 3-9-04)

(a) The County requires that all employees hired after the effective date of this ordinance be paid by the direct deposit payment method. Represented employees hired prior to date of this ordinance are encouraged, but are not required to use the direct deposit method.

All non-represented employees, regardless of their date of hire, shall be paid by the direct deposit payment method.

(b) Each employee required or ~~elected~~ electing to use the direct deposit method must have a signed direct deposit authorization on file.

Sec. ~~15-381~~ 30-411 Certification of payroll.

(a) The appropriate department head or designee shall certify on each payroll that each person whose name appears on the timekeeping record has:

- (1) Actually worked the time for which he or she will be paid; and
- (2) Accurately recorded and substantiated the reasons for absent time for which pay is claimed.

(b) The director shall review and certify all employee transactions ~~for compliance with law, contract, policy, or administrative procedures; and~~ authorize or suspend the processing of any transaction, ~~and, certify all increases or decreases in pay rates.~~

(c) The ~~finance~~ director shall establish accounting standards for allocation of payroll costs. (Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. ~~15-382~~ 30-412. Timekeeping requirements for employees.

(a) The absence of an employee without prior authorization or proper notice shall be initially considered unexcused and without pay. Upon receipt of substantiation of the reason for absence, the supervisor may excuse the absence and approve appropriate use of accrued benefit time to cover the absence.

(b) All non-exempt hourly employees shall be required to record actual time worked each day on a real-time basis. Requests for paid scheduled absences shall be submitted in advance to the employee's supervisor. Unscheduled absence reporting shall be subject to department work rules.

(c) FLSA-exempt employees shall account for daily attendance, but are not required to account for hours worked each day. FLSA-exempt employees shall apply appropriate accrued leave benefits for absences that occur in each pay period that result in the employee working less than their minimum biweekly work schedule. Time worked in excess of the regular work schedule shall not be paid, except as provided in section 15-321.

(d) Accrued leave may not be applied so as to result in a negative balance.

(e) Records for time-worked for partial hours shall be rounded to the nearest one-quarter hour. ~~This rounding rule shall not determine if an employee is tardy or has left early.~~ (Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. ~~15-383~~ 30-413. Distribution of paychecks.

(a) A paycheck will either be a live check or a paycheck advice, as received by those on direct deposit, and shall only be distributed on or after the date printed on the paycheck to the employee or the employee's authorized representative. The designation of an authorized representative shall be in writing and kept on file with the person authorized to distribute paychecks. The authorization shall be retained for one year after the employee leaves county employment.

(b) The department head shall hold the paycheck for an absent employee in a secure manner until the employee picks up the paycheck or otherwise requests that the paycheck be mailed. Live checks ~~Checks~~ not distributed to the employee within one week of payday shall be returned to the county treasurer.

(c) A paycheck may, at the employee's request, be distributed via the U.S. postal service one day prior to the date on the paycheck.

(d) As early release of any paycheck may result in serious tax penalties related to deposit requirements, early release of paychecks shall be strictly prohibited. A payroll advice may be picked up from the finance department one day prior to the date the advice would normally be issued, if arranged in advance and if employee will not be present on the day the advice would normally be issued. (Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. ~~15-384~~ 30-414. Correction of errors.

(a) The county shall not issue a pay advance if an employee fails to report timekeeping information in a timely manner.

(b) The director may approve a pay advance when it is determined that administrative staff caused a substantive error in processing of an employee's paycheck. A pay advance will be issued as an accounts payable check and the amount advanced will be deducted from the employee's next paycheck.

(c) When an employee is overpaid, the overpayment shall be deducted from future wages as they become due. The employee shall be notified in writing of the overpayment and schedule for recovery of the overpayment. Recovery of the overpayment does not require the employee's consent. Upon request, a member of the department shall meet with the employee and may agree to an alternate repayment plan. Recovery of a wage overpayment shall be limited to a period of two years prior to the date the overpayment was made known to the department.

(d) When an employee is underpaid, the amount of underpayment shall be calculated and paid on the next paycheck. The employee shall be notified in writing of the underpayment. Retroactive pay for a wage underpayment shall be limited to a period of two years prior to the date the underpayment was made known to the department.

(Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. ~~15-385~~ 30-415. Paycheck for deceased employee.

Upon the death of an employee, all final earnings and severance pay due an employee as of the date of death shall be paid to the estate of the employee, except as otherwise provided by law.

(Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. ~~15-386~~ 30-416. Lost or stolen paycheck.

An employee shall complete an affidavit declaring that their paycheck was lost or stolen. The affidavit must be received and approved by the director prior to the check being reissued. The employee shall be held personally responsible for any lost or stolen check signed in-blank by the employee. A fee will be charged as set forth in Chapter 30, Section 286 for any live check reissued.

(Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. ~~15-387~~ 30-417. Recordkeeping.

Timekeeping records shall be maintained in accordance with the requirements ~~of the FLSA and Wisconsin Administrative Code DWD-272.11.~~ outlined in Chapter 15, Section 381.

(Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. ~~15-388~~ 30-418. Payroll deductions.

(a) Deductions from ~~the an employee's paycheck~~ shall be made ~~without the employee's consent~~ when required by law, court order, collective bargaining agreement, or county ordinance. ~~requires deductions.~~

(b) ~~Except as provided under (a), any other d~~Deductions set forth in (a) may be made ~~without the employee's consent from the paycheck are voluntary and require the employee's signed consent to deduct.~~

(c) Voluntary deductions may be offered as a service to employees, at the discretion of the county, provided the deduction:

1. Is approved by the ~~human resources~~ finance committee upon disclosure by the director of the cost to the county of providing said deductions; and
2. Does not discriminate among the providers of similar services.

~~The director shall evaluate the administrative costs to the county to offer voluntary deductions and recommend the addition or deletion of voluntary deduction options to the county administrator. The county administrator shall approve or deny the recommendation.~~

(Ord. No. 252-02/04, pt. 7, 3-9-04)

Secs. ~~15-389~~ ~~15-399~~ 30-419 – 30-429. Reserved.”

PART II: That Article IV of Chapter 15 of the Walworth County Code of Ordinances is hereby transferred to Chapter 30, Article IX and amended to read as follows (additions shown by underline; deletions shown by strikethrough):

“ARTICLE IX. BUSINESS EXPENSE REIMBURSEMENT

Sec. ~~15-400~~ 30-450. Policy.

It is the policy of the county to reimburse employees for reasonable, ordinary and necessary business expenses arising out of the scope of employment, subject to funds being available within the department expense budget and in accord with collective bargaining agreements.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-401~~ 30-451. Definitions.

Unless the context dictates otherwise, the following definitions shall apply within this article:

IRS means the Internal Revenue Service.

Meeting means any gathering of persons for business related reasons and includes conferences, conventions, seminars, retreats or other similar business related activities.

Vehicle means any four-wheeled motor driven surface form of transportation.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-402~~ 30-452. Applicability.

This chapter shall apply to all employees and elected officers of the county.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-403~~ 30-453. Employee provisions.

(a) An employee engaged in business related travel or meetings shall be subject to all work rules that would apply in the normal workplace. When reasonable, employees traveling together for business purposes are encouraged to coordinate travel and lodging arrangements to reduce costs.

(b) An employee engaged in ~~on~~ business related travel or meetings may, in advance, request vacation immediately before or after the business travel, subject to approval of the department head. The employee shall be responsible for any additional personal expenses incurred, which exceed the reasonable, ordinary and necessary business expenses.

(c) An employee shall not be authorized to use a motorcycle for business related travel.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-404~~ 30-454. Authorization of travel.

(a) Except as provided in subsection (b), the employee shall submit a request in advance for authorization of business related travel. Travel anywhere within the state or out-of-state travel within 100 miles of Elkhorn, Wisconsin shall be subject to authorization of the department head. All other out-of-state travel shall be subject to authorization of the finance committee prior to the departure date.

(b) The county administrator shall authorize business related travel for exigent circumstances and shall report the decision to the finance committee.

(c) A request to attend a meeting that involves registration, meals or lodging shall include a copy of the agenda.

(d) Travel expense that is related to educational assistance shall not be reimbursed.
(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-405~~ 30-455. Use of privately owned vehicles.

(a) An employee using a privately owned vehicle for business related travel shall be reimbursed at the standard mileage rate as set by the IRS. The maximum mileage eligible for reimbursement shall be the lesser of two distances: work site to destination and return, or home to destination and return. Mileage for daily trips from home to work, work to home, or any other personal mileage incurred while otherwise engaged in official county business shall not be reimbursed.

(b) The standard mileage rate includes the costs of depreciation or lease payments, maintenance and repairs, gasoline and taxes, oil, insurance and vehicle registration fees. Personal expenses for vehicle repair, traffic or ordinance citations, parking tickets, insurance deductibles, or other similar expenses are not reimbursable.

(c) An employee using a private vehicle for business travel shall carry minimum limits of vehicle liability insurance and shall certify that they have, at a minimum, the required levels of insurance. Upon request, the employee shall furnish evidence of insurance coverage to the finance department. The employee shall carry minimum limits as follows: \$100,000.00 per person or \$300,000.00 per occurrence bodily injury liability; \$25,000.00 property damage liability; or, \$300,000.00 combined single limit liability.

(d) Specific positions may require, as a condition of employment, the incumbent to furnish their own vehicle for business related travel. This requirement shall be documented in the job description and the employee shall be required to submit evidence of vehicle liability insurance coverage prior to incurring business travel.
(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-406~~ 30-456. Other forms of transportation.

(a) Air travel. Travel reimbursement shall be limited to the cost of air travel whenever air travel is more cost effective than vehicle travel. Airfare reimbursement shall be limited to the lowest coach fare available, no matter which mode of transportation is chosen. Receipts for air travel are required.

(b) Vehicle rental. The reasonable and necessary cost of a rental vehicle shall be reimbursed. The expense shall be pre-approved by the department head or county administrator. The employee shall secure collision damage insurance for a rented vehicle that shall be reimbursed. Personal accident insurance shall be the employee's choice, but shall not be reimbursed. Receipts are required.

(c) Other transportation expenses. Expenses for other forms of transportation, such as, but not limited to, bus, taxicab, airline-limousine, rail, or train, shall be reimbursed. Receipts are required. (Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-407~~ 30-457. Meal expense reimbursement.

(a) In county. Expenses for meals within the county shall not be reimbursed.

(b) Out of county. Meal expenses shall be reimbursed for authorized travel outside of the county, subject to maximum rates established by the finance committee. Receipts are not required. When traveling for a full day or more, meals will be reimbursed on a per diem basis. When traveling for less than a full day, meals will be reimbursed on a per-meal basis, up to the meal maximum. When individual meals are covered as part of the fees for the meeting, the individual meal allowance for included meal(s) shall be deducted from the per diem maximum.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-408~~ 30-458. Lodging expense.

(a) Expenses for reasonable and necessary lodging expenses shall be reimbursed. An original machine receipt is required. ~~Claims for lodging within normal commuting distance to Elkhorn, Wisconsin may be disallowed.~~

(b) Expenses incurred for a spouse or guest shall not be reimbursed. (Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-409~~ 30-459. Registration fees.

Registration fees for events within or outside the county shall be reimbursed. A copy of the agenda and schedule of costs shall be attached to the claim for reimbursement.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-410~~ 30-460. Miscellaneous expenses.

Expenses for reasonable and necessary miscellaneous expenses may be reimbursed. Receipts are required, except when it is not customary or practical for receipts to be issued. Miscellaneous expenses include, but are not limited to: business related telephone calls, parking, tolls, fax, copies or other incidental business related items.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-411~~ 30-461. Requests for prepayment.

(a) Prepayment. With sufficient advance notice to the finance department, the county shall prepay registration, airfare or lodging expenses for authorized business travel.

(b) Cash advance. An employee may submit a written request for a cash advance for authorized business travel to the finance department. A cash advance shall be limited to 80 percent of the estimated out-of-pocket expenses, subject to a minimum of \$50.00.

(c) Emergency travel cash advance. The department head may approve a full cash advance for business related travel under emergency situations. Emergency situations include urgent travel related to client services or official law enforcement duties, but exclude all other travel for business related meetings.

(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-412~~ 30-462. Claims for reimbursement.

(a) ~~The finance director shall administer this division.~~ Claims for reimbursement require adequate documentation that meets IRS standards.

(b) Claims for reimbursement shall be submitted within 30 days of the date the expense was incurred. A claim shall be submitted whenever a cash advance has been issued, even if no additional reimbursement is due the employee. A check payable to the county treasurer shall accompany the claim for any amount of cash advance exceeding the actual cost of travel.

(c) A copy of the agenda for business related travel to attend a meeting shall be attached to the claim for reimbursement. Any expense items included in the registration fee shall not be reimbursable as a separate expense.

(d) Receipts are required, except as otherwise provided in this division.

(e) A claim for reimbursement may be denied for any business related expenses incurred without prior authorization, or when the amount claimed exceeds budgeted funds.
(Ord. No. 253-02/04, pt. 1, 3-9-04)

Sec. ~~15-413~~ 30-463. Appeals.

An employee may appeal the denial of a claim for reimbursement by filing a written appeal with the county administrator. Supporting documentation shall be included with the appeal.
(Ord. No. 253-02/04, pt. 1, 3-9-04)

Secs. ~~15-414—15-416~~ 30-464 – 30-470. Reserved.

Sec. ~~15-417~~ 30-471. Business entertainment expenses.

(a) Business entertainment expense means meals, lodging or travel expenses incurred on behalf of a customer or client for the main purpose of actively conducting business or attaining some other specific business benefit. Pre-authorized business entertainment expenses shall be reimbursed, subject to this section.

(b) Business entertainment expense shall be reimbursed only if pre-authorized by the county administrator and shall be limited to funds budgeted for said purpose.
(Ord. No. 253-02/04, pt. 1, 3-9-04)

Secs. ~~15-418, 15-419~~ 30-472 - 480. Reserved.”

PART III: That Article III of Chapter 15, Division 6 of the Walworth County Code of Ordinances is hereby repealed and recreated to read as follows:

“ARTICLE III. PAY PRACTICES

DIVISION 6. TIMEKEEPING POLICY

Sec. 15-380. Policy.

It is the policy of the county to pay employees by check or direct deposit on a regular basis and in a manner consistent with applicable laws or regulations, ~~and~~ accounting standards, and collective bargaining agreements.
(Ord. No. 252-02/04, pt. 7, 3-9-04)

Sec. 15-381. Recordkeeping. (Formerly 15-387)

Timekeeping records shall be maintained in accordance with the requirements of the FLSA and Wisconsin Administrative Code DWD 272.11.
(Ord. No. 252-02/04, pt. 7, 3-9-04)

Secs. ~~15-389~~ ~~15-399~~. 15-382 – 15-399 Reserved.”

PART IV: That Article IV of Chapter 15, Division 1 of the Walworth County Code of Ordinances is hereby repealed and recreated to read as follows:

“ARTICLE IV. REIMBURSEMENT OF EMPLOYEE EXPENSES

DIVISION 1. BUSINESS EXPENSE REIMBURSEMENT

Sec. 15-400. Policy.

It is the policy of the county to reimburse employees for reasonable, ordinary and necessary business expenses arising out of the scope of employment, subject to funds being available within the department expense budget, in accord with collective bargaining agreements, and in accord with Chapter 30, Sections 450 – 470 Article IX.
(Ord. No. 253-02/04, pt. 1, 3-9-04)

Secs. ~~15-418~~, ~~15-419~~. 15-401 – 15-419 Reserved.”

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

PASSED and ADOPTED by the Walworth County Board of Supervisors this 8th day of March, 2005.

Ann Lohrmann		Kimberly S. Bushey	
County Board Chairperson	Date	County Clerk	Date

County Board Meeting Date: March 8, 2005

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:

Dave Bretl /s/	3/1/05	N. Andersen	3/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Ordinance No. 293-03/05
Fiscal Note and Policy Impact Statement

- I. Title: Renumbering and Amending Chapter 15, Article III, Division 6 and Chapter 15, Article IV To Chapter 30, Article VIII and IX of the Walworth County Code of Ordinances relating to timekeeping and reimbursement of employee expenses
- II. Purpose and Policy Impact Statement:

Resolution No. 93-03/05
 Designating Non-Lapsing Funds and Specifying 2004 Budget to be Carried Forward and Used for the
 Same Purpose in 2005
AMENDED

Moved and Sponsored by: Finance Committee

WHEREAS, Wisconsin State Statutes allow appropriations for capital expenditures, or a major repair to continue in force until the purpose for which it was made has been accomplished or abandoned; and certain funds are non-lapsing by previous Board action, and

WHEREAS, departments have identified eligible appropriations;

NOW THEREFORE BE IT RESOLVED by the Walworth County Board of Supervisors that the appropriation balances in the following accounts are hereby carried forward to be used for the same purposes during 2005.

BE IT FURTHER RESOLVED the Finance Director is hereby directed to carry out the provisions of this resolution, including potential changes to account balances due to audit adjustments.

NON-LAPSING BY BOARD ACTION:

Operational Accounts:

- 153-5301-0000 County Land Information Board
- 200-5420-0000 Debt Service Fund
- 300-5430-0000 Capital Projects (Unfinished Projects)
- 455-5500-0000 Lakeland Health Care Center
 - Lakeland Health Care Donated Funds
- 510-7510-0000 Highway Department
 - Operational Funds - Not to exceed \$500,000
 - Designated Equipment Replacement Fund
- 720-9720-0000 Health Insurance Fund
- 740-9740-0000 Dental Insurance Fund
- 760-9760-0000 Workers Compensation Insurance Fund
- 780-9780-0000 Risk Management Fund

DONATIONS DESIGNATED FOR SPECIFIC PROGRAMS:

DARE Donation	001-1562-0000	15,517
Crime Prevention Program	001-1563-0000	8,258

CONTINUATION OF GRANT FUNDED PROJECTS:

Sheriff

*Homeland Security Grant	001-1531-0000	94,435
*Homeland Security Grant	001-1536-0000	109,000
*Exercise Grant	001-1536-0000	22,000
*LETPP Equipment Grant	001-1536-0000	240,000
*COPS Technology Grant	001-1541-0000	66,920
*BJA Vest Grant	001-1551-0000	9,810
*Violence Against Women Grant	001-1566-0000	22,781

MISCELLANEOUS CARRYOVER REQUESTS:

<u>Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
<u>County Board</u>			
Legal Fees	001-1001-6111**	3,153	Judicial Center Litigation
<u>County Clerk</u>			
Office Chair	001-1011-7104	350	Ordered, not received
<u>Administration</u>			
Legal Fees	001-1026-6111	12,170	Judicial Center Litigation
Labor Management System	001-1028-9113-C301	38,078	Project not complete
<u>Finance</u>			
Financial/HR Software	001-1031-6114	80,000	Project not complete
Office Chair	001-1031-7104	300	Ordered, not received
Postage Machine	001-1041-9113-C401	6,700	Expected installation 2/05
<u>District Attorney</u>			
Bookcases	001-1266-7104	4,000	Ordered, not received
<u>Land Use & Resource Management</u>			
High Density Filing Supplies	001-1311-7199	16,889	Project not complete
<u>Sheriff</u>			
Media Room Tables	001-1511-7104	2,649	Ordered, not received
Roof Top Unit Repairs	001-1511-9115-C492	40,400	Project not complete
Communications Center Upgrade	001-1531-9115-C302	159,116	Project not complete
Fire Alarm Monitoring System	001-1531-9115-C494	13,288	Project not complete
Food Trays	001-1541-7104	4,836	Ordered, not received
Lock Tumbler	001-1541-7104	550	Ordered, not received
File Cabinet	001-1541-7104	296	Ordered, not received
*Touch Screen System	001-1541-9115-C403	23,180	Project not complete
*Jail Carpet Phase II	001-1541-9213-C413	91,100	Project not complete
<u>Information Systems</u>			
CCAP Application Maintenance	001-1612-6114	5,940	Project not complete
Windows 2003 Directory Upgrade	001-1612-6114	5,600	Project not complete
Network Security Upgrade	001-1612-6114	2,500	Project not complete
Skyward Software	001-1612-7104	2,353	Ordered, not received
Expand Annex PBX	001-1612-9113-C404	96,732	Project not complete
LEC Communications Upgrade	001-1612-9113-C405	6,197	Project not complete
IMS 4000 Monitor	001-1612-9113-C411	3,800	Project not complete
LEC PBX Switch Upgrade	001-1612-9113-C499	16,500	Project not complete
Report Writer Software	001-1613-9113-C408	7,066	Project not complete
Time & Attendance System	001-1613-9113-C413	35,100	Project not complete
<u>UW Extension</u>			
Conference Room Chairs	001-1701-7104	2,367	Ordered, not received
Camera	001-1702-7104	899	Ordered, not received

Health & Human Services

Chairs	124-2904-7104	2,532	Ordered, not received
Conference Tables	124-2904-7104	1,061	Ordered, not received
Chairs	124-2904-7104	689	Ordered, not received
Framed Picture	124-2904-7104	191	Ordered, not received
Paging System	124-2703-9113-C401	5,000	Project not complete
South Parking Lot Repairs	124-2902-9212-C406	7,500	Project not complete
Stairway Treads	124-2902-9213-C403	6,000	Project not complete
So Entrance Handicapped Door	124-2902-9213-C498	6,000	Project not complete
Height Restriction Sign/Repair	124-2902-9213-C499	5,000	Project not complete
Switchboard Console	124-2904-9113-C404	4,500	Pending purchase
Digital Dictation System	124-2904-9113-C405	20,000	Rec'd, pending installation

Children w/ Disabilities Education Board

HVAC Equipment	138-3853-9116-C398	4,036	Project not complete
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Land Information

Land Record Internet	153-5301-9113-C499	4,896	Project not complete
Land Info Infrastructure	153-5301-9212-C104	50,584	Project not complete
Mapping Project Year 5	153-5301-9215-C302	456,668	Project not complete

Lakeland Health Care Center

Recliner	455-5821-7564	363	Ordered, not received
Study Reuse of Existing LHCC	455-5823-6114	20,000	Study not complete

Public Works

Chiller Renovation	001-1811-9118-C493	72,841	Project not complete
Electrical System	001-1851-9213-C499**	95,285	Project not complete
*White River State Trail	001-1942-9212-C301	37,991	Project not complete
Sheriff Storage Barn	300-5433-9213-C310	242,486	Project not complete
LEC Floor Tile Replacement	300-5433-9213-C405	36,667	Project not complete
LEC Central Records Expansion	300-5433-9213-C409	24,750	Project not complete
LEC Administration Carpeting	300-5433-9213-C410	35,640	Project not complete
New Court Facility	300-5434-9213-C003	492,696	Project not complete
		490,587	
Remodel Existing Courthouse	300-5434-9213-C403	2,813,880	Project not complete
Lakeland Health Care Facility	300-5438-9213-C404	670,642	Project not complete
Price Park Parking Lot	300-5442-9212-C201	6,757	Project not complete
Price Park Facilities/Trails	300-5442-9212-C202	1,976	Project not complete
Price Park Privy	300-5442-9212-C203	24,996	Project not complete
Building Access System	300-5443-9116-C318	158,615	Project not complete
Countywide Energy Controls	300-5443-9116-C320	31,000	Project not complete
Demo Former Huber Facility	300-5443-9213-C491	56,120	Project not complete
Lake Geneva Salt Storage Site	300-5444-9211-C395	149,316	Project not complete
*CTH B STH 120 Genoa City	300-5444-9217-C398	1,236,461	Project not complete
Unallocated Road Construction	300-5444-9217-C402	190,858	Project not complete
CTH H-Wells St Lake Geneva	300-5444-9217-C492	71,000	Project not complete
CTH S-Walworth Ave Whitewater	300-5444-9217-C493	55,000	Project not complete
CTH O-Swan Creek Bridge	300-5444-9217-C494	49,401	Project not complete
CTH H-Jackson Creek Bridge	300-5444-9217-C495	9,391	Project not complete
CTH C	300-5444-9217-C496	23,872	Project not complete
		24,935	
CTH L	300-5444-9217-C497	394,522	Project not complete

*CTH J	300-5444-9217-C498	694,364	Project not complete
CTH ES	300-5444-9217-C499	992,726	Project not complete
Shop Overhead Door Replacement	510-7722-9213-C483	18,000	Project not complete
Condensing Unit Replacement	510-7722-9213-C484	20,000	Project not complete
Shed Lot Repair	510-7723-9212-C123	30,075	Project not complete
Lawn Mowers (3)	510-7731-9152-C485	44,912	Project not complete
Fuel System Upgrade	510-7731-9154-C486	53,000	Project not complete
Truck ¾ Ton 4x4	510-7731-9154-C487	27,701	Project not complete
Aerial Lift Truck	510-7731-9154-C489	124,915	Project not complete
V Box Spreaders (3)	510-7731-9156-C305	37,027	Project not complete

Total Miscellaneous Carry Forwards 10,302,012
10,300,966

* Projects funded with bond proceeds or other revenue will be carried forward.
** Account number will be different in 2005 budget due to account consolidation.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: March 8, 2005

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:

Dave Bretl /s/	3/1/05	N. Andersen	3/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 93-03/05

- I. Title: Designating Non-Lapsing Funds and Specifying 2004 Budget to be Carried Forward and Used for the Same Purpose in 2005.
- II. Purpose and Policy Impact Statement: It is the responsibility of the Walworth County Board of Supervisors to review and authorize requests to carry forward specified unexpended budget balances to the subsequent budget year. Specified carry forward and non-lapsing requests are categorized in Resolution No. 93-03/05 by justification. The purpose of these requests are to allow the continuation of programs previously approved by the Walworth County Board of Supervisors.
- III. Budget and Fiscal Impact: Unexpended budget balances have been validated. The budget and fiscal impact of carry forward requests on individual departments are detailed in the body of the Resolution.
- IV. Referred to the following standing committees for consideration and date of referral:

Committee: Finance Committee Meeting Date: February 17, 2005

Vote: 5-0

County Board Meeting Date: March 8, 2005

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 Bretl /s/	3/1/05	N. Andersen	3/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Supervisor Russell offered a motion, seconded by Supervisor Waelti to approve item #3. Supervisor Muzatko recognized Bill Jacques to speak regarding Resolution No. 94-03/05.

Bill Jacques, N6009 Bowers Road, Elkhorn, addressed the Board. Mr. Jacques asked if this borrowing was budgeted. Bretl said that this borrowing has been included in the budget and now the debt needs to be authorized. He said that this is the roads' portion of the debt and there will be more borrowing during the year. Bretl said that we time the borrowing for when we need the money because of arbitrage laws.

A roll call vote was taken. Total vote: 25; Ayes: 24 – Arnold, Burwell, Downing, Felten, Grant, Guido, Hawkins, Hilbelink, Kuhnke, Kupsik, Lein, Lightfield, Morrison, Muzatko, Parker, Polyock, Russell, Schaefer, Stacey, Van Dreser, Waelti, Wagie-Troemel, Weber, Lohrmann; Noes: 0; Absent: 1 – Ketchpaw. Resolution No. 94-03/05 was approved.

Resolution No. 94-03/05
Authorizing Not to Exceed \$2,200,000 General Obligation Promissory Notes
for Highway Projects

Moved/Sponsored by: Finance Committee

WHEREAS, Walworth County, Wisconsin (the "County") is in need of an amount not to exceed \$2,200,000 for the public purpose of financing the construction and improvement of highways; and,

WHEREAS, it is desirable to authorize the issuance of general obligation promissory notes for such purpose pursuant to Chapter 67 of the Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Walworth County Board of Supervisors that the County borrow an amount not to exceed \$2,200,000 by issuing its general obligation promissory notes for the public purpose of financing the construction and improvement of highways. There be and there hereby is levied on all the taxable property in the County a direct, annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on such notes.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

County Board Meeting Date: March 8, 2005

Action Required: Majority Vote _____ Two-thirds Vote _____ Other 3/4

Policy and Fiscal Note is attached.

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

David Bretl /s/	3/1/05	N. Andersen	3/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

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

Policy and Fiscal Note
Resolution No. 94-03/05

- I. Title: Authorizing Not to Exceed \$2,200,000 General Obligation Promissory Notes for Highway Projects
- II. Purpose and Policy Impact Statement: State statutes stipulate that the authorization of long-term debt requires a vote of 3/4 of the members elected to the County Board of Supervisors to allow for its exclusion from the 1992 mill rate freeze. Upon authorization, it is anticipated that these securities will be put out for public sale in 2005, in conjunction with notes previously authorized for the new Lakeland Health Care Center. The size and timing of the issuance will be based upon the recommendation of the Finance Committee, in consultation with the county's financial advisor. The County Board must approve the future sale of each individual issue.
- III. Budget and Fiscal Impact: The 2005 budget includes \$2.2 million of road construction projects scheduled to be funded with long-term debt. A copy of the adopted capital improvement summary and the proposed finance plan are attached.
- IV. Referred to the following standing committees for consideration and date of referral:

Committee: Finance Committee Meeting Date: February 17, 2005

Vote: 5-0

County Board Meeting Date: March 8, 2005

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 Bretl /s/	3/1/05	N. Andersen	3/1/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Human Resources Committee

1. Resolution No. 97-03/05 – Ratifying the 2005-2007 Deputy Sheriffs' Association Collective Bargaining Agreement (Recommended by the Human Resources Committee 5-0 on February 28, 2005)

The Clerk reminded the Supervisors that a revised copy of Resolution No. 97-03/05 was distributed earlier this evening.

Supervisor Muzatko offered a motion, seconded by Supervisor Burwell, to approve Resolution No. 97-03/05. Discussion ensued. Mari Nahn explained the revised resolution and the agreement with the Sheriff's Association. Supervisor Van Dreser offered a motion for unanimous consent, seconded by

Supervisor Morrison. Supervisor Polyock voted "No." A roll call vote was conducted. Total vote: 25; Ayes: 23 – Arnold, Burwell, Downing, Felten, Grant, Guido, Hawkins, Hilbelink, Kuhnke, Kupsik, Lein, Lightfield, Morrison, Muzatko, Parker, Russell, Schaefer, Stacey, Van Dreser, Waelti, Wagie-Troemel, Weber, Lohrmann Noes: 1 – Polyock; Absent: 1 – Ketchpaw. Revised Resolution No. 97-03/05 was approved.

Resolution No. 97-03/05
Ratifying the 2005-2007 Deputy Sheriffs' Association
Collective Bargaining Agreement

Moved/Sponsored by: Human Resources Committee

WHEREAS, the management representatives and Deputy Sheriffs' Association bargaining representatives have reached a tentative agreement on a three-year successor agreement to the collective bargaining agreements which expired on December 31, 2004; and,

WHEREAS, the human resources committee recommends ratification of the tentative agreement (copies attached hereto) for the contract period of January 1, 2005, through December 31, 2007.

NOW, THEREFORE, BE IT RESOLVED that the Walworth County Board of Supervisors does hereby ratify the terms of the tentative agreement reached with the Deputy Sheriffs' Association, contingent upon ratification by the membership of the Deputy Sheriffs' Association.

BE IT FURTHER RESOLVED that the sum of \$64,169 be and the same is hereby transferred from the contingency fund to the Sheriff's Department 2005 budget for the purpose of implementing the adjustment to the wage and benefit package.

Ann Lohrmann
County Board Chairperson

Kimberly S. Bushey
County Clerk

Action Required: Majority _____ Two-thirds X Other _____

County Board Meeting Date: March 8, 2005

Policy and Fiscal Note is attached.

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

David A. Bretl
County Administrator/
Corporation Counsel

3/8/05
Date

N. Andersen
Deputy County Administrator -
Finance

3/8/05
Date

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

Policy and Fiscal Note
Resolution No. 97- 03/05

- I. Title: Ratifying the 2005-2007 Deputy Sheriffs' Association Collective Bargaining Agreement
- II. Purpose and Policy Impact Statement: Adoption of the resolution will establish known wage rates for a 3-year period upon which the County can base financial projections for planning and budgeting purposes.

Notable provisions of the Deputy Sheriffs' agreement are:

- Three-year agreement.
- General wage increase of 1.25% on 1/1/2005, 1.25% on 7/1/2005, 1.25% on 1/1/2006 and 1.25% on 7/1/2006; 1.25% on 1/1/2007 and 1.25% on 7/1/2007.
- Eliminates retiree health insurance for new hires in exchange for payment of \$3,000 per new hire into post-employment health insurance plan once new hire has passed probation.
- Adopts narrow network health plan option as only option in which employee makes no contribution to premium. Savings to health plan estimated at 5% once new plan option fully implemented by all bargaining units. All other options require employee premium contribution as well as co-payments and deductibles.

III. Budget and Fiscal Impact:

The estimated cost of the 2005 wage and benefit package for the Deputy Sheriffs' Association Bargaining Unit is \$64,169. Funds for the increase in wages and fringe benefit costs are included in the 2005 budget. The estimated cost impacts for 2006 and 2007 are \$64,975 and \$65,793 respectively.

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

Committee: Human Resources Meeting Date: February 28, 2005

Vote: 5-0

County Board Meeting Date: March 8, 2005

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	3/8/05	N. Andersen	3/8/05
County Administrator/ Corporation Counsel	Date	Deputy County Administrator - Finance	Date

Reports of Special Committees

There were no Reports of Special Committees.

Chairperson's Report

The next regularly scheduled County Board meeting will be held on April 19, 2005 at 6:00 p.m.

Adjournment

On motion by Supervisor Waelti, seconded by Supervisor Schaefer, the meeting of the County Board of Supervisors was adjourned at 7:10 p.m.

Kimberly S. Bushey
County Clerk

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 March 8, 2005 meeting.