

MAY 11, 2010
WALWORTH COUNTY BOARD OF SUPERVISORS
MEETING

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

Roll call was conducted and the following Supervisors were present: Richard Brandl, Jerry A. Grant, Randy Hawkins, Kathy Ingersoll, Vice-Chair Daniel G. Kilkenny, Carl Redenius, Joe Schaefer, Rick Stacey, Russ Wardle, David A. Weber, and Chair Nancy Russell. Absent: 0.

Jerry Grant, Walworth County Board Supervisor, District # 4, delivered the invocation.

Amendments, Withdrawals, and Approval of Agenda

On motion by Supervisor Kilkenny, seconded by Supervisor Hawkins, the agenda was amended by moving Executive Committee items 3 and 4 to immediately after Comment Period by Members of the Public Concerning Items on the Agenda.

On motion by Supervisor Kilkenny, seconded by Supervisor Weber, the evening's agenda was approved as amended.

Approval of the Minutes

On motion by Supervisor Schaefer, seconded by Supervisor Grant, the minutes of the April 20, 2010 Walworth County Board Meeting were approved by voice vote. On motion by Supervisor Stacey, seconded by Supervisor Brandl, the minutes of the April 22, 2010 Walworth County Board Meeting were approved by voice vote.

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

There were none.

On motion by Supervisor Weber, seconded by Supervisor Grant, **Resolution No. 14-05/10** – Recognizing May 16 through May 22, 2010 as National Medical Services (EMS) Week and Celebrating EMS Responders was approved by voice vote. Chair Russell read the resolution which recognizes National Emergency Medical Services Week and celebrates EMS professionals and volunteers who give their time and expertise in service of their communities.

Pat Grove, Public Health Nurse, came forward to acknowledge those who were present at the meeting. She said that the County needed medical support at the H1N1 clinics and she contacted Kevin Kennedy, Mercy-Walworth EMS Director and Tom Smith, Regional EMS Director for Aurora, for help in coordinating the support. She said that sixteen volunteers came forward to

help during the H1N1 emergency. Ms. Grove also thanked Supervisor Kathy Ingersoll who volunteered at the clinics but not as an EMS provider.

On Motion by Supervisor Schaefer, seconded by Supervisor Ingersoll, **Resolution No. 15-05/10** – Recognizing Thomas Lothian for His Years of Service to the State of Wisconsin and Walworth County was approved by voice vote.

Chair Russell read the resolution recognizing Tom Lothian for his years of service to the State of Wisconsin and Walworth County. She said that Lothian served as a Walworth County Board Supervisor from 1992 to 2003. Chair Russell said she appreciated the help he gave her personally when she was elected to the Board. Tom Lothian has represented Walworth County in the State Assembly since 2002. In addition to serving at the State, County, and local levels of Government, Lothian has been a member of many organizations throughout the State and many civic and service organizations in the Williams Bay area.

Representative Lothian addressed the Board and said it has been a long ride and he has enjoyed it all. He said it is humbling to receive appreciation for what he has enjoyed doing all these years. He thanked the Board for the honor.

Appointments

1. Wisconsin River Rail Transit Commission
 - Jerry Grant – Term to begin retroactive to May 1, 2010 and end April 30, 2013 (Recommended for reappointment by the Executive Committee 4-0)

On motion by Supervisor Kilkenny, seconded by Supervisor Weber, Jerry Grant was reappointed to the Wisconsin River Rail Transit Commission, term to begin retroactive to May 1, 2010 and end April 30, 2013.

Communications and Matters to Be Referred

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

1. Claims Received After Agenda Mailing
2. Claims: a) There were none.
3. Florence County Resolution No. 2010-21, Langlade County Resolution # 41-2010, and Trempealeau County Resolution – Opposing the Wisconsin Department of Natural Resources Decision to Eliminate the Review of Wetland Delineation Reports and Concurrence Letters for Individual Wetland Boundary Determinations was placed on file.
4. Town of East Troy Resolution No. 201-05 Approving Comprehensive Revision of the Walworth County Zoning Ordinance was placed on file.
5. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File

6. Report of County Clerk Concerning Communications Received by the Board After the Agenda Mailing - Items were placed on Supervisors' desks and are as follows:
 - Communication – Email from Abbey Provident Venture, LLC regarding consideration of an ordinance amendment-Massage Establishment Provisions, Chapter 10, Article III of the Walworth County Code of Ordinances – To be referred to the Executive Committee
 - Douglas County Resolution #28-10 – Request for State Law Change Allowing Counties the Use of Design-Build Construction Method– Previously referred and will be placed on file
 - *Walworth County Senior Review*, May, 2010 – To be placed on file
7. Report of County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency)
 - Glen and Becky Feltham, Town of Walworth, A-2 to A-4
 - Mefit Dauti, Town of Geneva, C-1, B-2, B-3, & C-4 to A-5, B-3, C-4, & C-1

Unfinished Business

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. Amendment to Walworth County Code of Ordinances, Walworth County, Wisconsin, Sections 74-38/74-163, 74-59/74-186, 74-90/74-219 and Division 10 Board of Adjustment 74-111/74-240-modified & approved 6 – 0 (3-18-10 public hearing) Ordinance No. 613-05/10 – Amending Sections 74-38, 74-59, 74-90, 74-111, 74-163, 74-186, 74-219 and 74-240 of the Walworth County Code of Ordinances Relating to Substandard Structures and Rezones-*Vote required: Majority* (Recommended by the County Zoning Agency 6-0)
2. Donald C. and Judith A. Filipp, Bonnie Deutsch Revocable Trust, and Bonnie Brea Condominiums, LLC, Town of Linn, Rezone 3 acres of C-2 to R-3 – approved 6 – 0 (4-27-10 public hearing)

On motion by Supervisor Stacey, seconded by Supervisor Weber, item 1, **Ordinance No. 613-05/10**, and item 2, Donald C. and Judith A. Filipp, Bonnie Deutsch Revocable Trust, and Bonnie Brea Condominiums, LLC, were approved by voice vote, as recommended by the County Zoning Agency.

County Zoning Agency

1. Resolution No. 16-05/10 – Supporting the Town of Sugar Creek's Ordinance Regulating Construction on Unimproved Roads-*Vote required: Majority* (Recommended by the County Zoning Agency 6-0)

On motion by Supervisor Stacey, seconded by Supervisor Brandl, **Resolution No. 16-05/10** was approved by voice vote.

Executive Committee

1. Ordinance No. 607-05/10 – Amending Chapter 2 of the Walworth County Code of Ordinances Relating to Record Retention-*Vote required: Two-thirds* (Recommended by the Executive Committee 4-0)
2. Ordinance No. 608-05/10 – Amending Section 10-28(D) of the Walworth County Code of Ordinances Relating to Recovery of Expenses Incurred for Providing Extraordinary Governmental Services-*Vote required: Majority* (Recommended by the Executive Committee 4-0)
3. Resolution No. 14-05/10 – Recognizing May 16 through May 22, 2010 as National Emergency Medical Services (EMS) Week and Celebrating EMS Responders-*Vote required: Majority* (Recommended by the Executive Committee 4-0)
4. Resolution No. 15-05/10 – Recognizing Thomas Lothian for His Years of Service to the State of Wisconsin and Walworth County-*Vote required: Majority* (Recommended by the Executive Committee 4-0)
5. Resolution No. 24-05/10 – Denying Claim of Leeann Ridout-*Vote required: Majority* (Recommended by the Executive Committee 4-0)

Supervisor Stacey offered a motion, seconded by Supervisor Grant, to approve Ordinance No. 607-05/10. On motion by Supervisor Grant, seconded by Supervisor Weber, **Ordinance No. 607-05/10 was approved by unanimous consent.**

On motion by Supervisor Weber, seconded by Supervisor Grant, item 2, **Ordinance No. 608-05/10** was approved by voice vote. Items 3 & 4 were approved earlier in the meeting. On motion by Supervisor Weber, seconded by Supervisor Brandl, item 5, **Resolution No. 24-05/10** was approved by voice vote.

Finance Committee

1. Ordinance No. 616-05/10 – Amending Chapter 30 Sections 228 through 231 of the Walworth County Code of Ordinances Relating to Allowable Investments-*Vote Required: Majority* (Recommended by the Finance Committee 5-0 / 4-0*)
*Supervisor Grant was excused from the meeting after voting on the addition of the National Credit Union Administration and was unavailable for the remainder of the discussion.
2. Resolution No. 18-05/10 – Authorizing Children with Disabilities Education Board (CDEB) Fund Balance Commitments and Use of Fund Balance for 2010 Purpose-*Vote Required: Two-thirds* (Recommended by the Children with Disabilities Education Board 3-0 and Finance Committee 5-0)
3. Resolution No. 19-05/10 – Accepting the Donation from the Geneva National LEO Foundation of One (1) Keifer Wave Eater Reel for Use at the Lakeland School Aquatic Center-*Vote Required: Majority* (Recommended by the Children with Disabilities Education Board 3-0 and the Finance Committee 5-0)
4. Resolution No. 20-05/10 – Requesting a Transfer From the 2010 Contingency Fund to the Appropriate Public Works Department Account to Replace the Government Center West Wing Roof-*Vote Required: Two-thirds* (Recommended by the Public Works Committee 4-0 and the Finance Committee 5-0)

5. Resolution No. 21-05/10 – Closing Fiscal Year 2009-*Vote Required: Two-thirds*
(Recommended by the Finance Committee 5-0)

On motion by Supervisor Schaefer, seconded by Supervisor Stacey, item 1, **Ordinance No. 616-05/10** was approved by voice vote.

Supervisor Weber offered a motion, seconded by Supervisor Grant, to approve item 2, Resolution No. 18-05/10. On motion by Supervisor Stacey, seconded by Supervisor Ingersoll, **Resolution No. 18-05/10** was approved by unanimous consent.

On motion by Supervisor Weber, seconded by Supervisor Stacey, item 3, **Resolution No. 19-05/10** was approved by voice vote.

Supervisor Weber offered a motion, seconded by Supervisor Ingersoll, to approve item 4, Resolution No. 20-05/10. On motion by Supervisor Wardle, seconded by Supervisor Stacey, lines 13 and 16 of Resolution No. 20-05/10 and the Policy and Fiscal note were amended by changing \$110,000 to \$140,000. On motion by Supervisor Stacey, seconded by Supervisor Weber, **Resolution No. 20-05/10 was approved as amended by unanimous consent.**

Supervisor Stacey offered a motion, seconded by Supervisor Brandl, to approved item 5. On motion by Supervisor Grant, seconded by Supervisor Weber, item 5, **Resolution No. 21-05/10 was approved by unanimous consent.**

Health and Human Services Board

1. Ordinance No. 614-05/10 – Creating Section 50-7 of the Walworth County Code of Ordinances Relating to Health and Human Services Department Participation in Multidisciplinary Team Child Abuse and Neglect Investigations-*Vote required: Majority* (Recommended by the Health and Human Services Board 6-0)
2. Ordinance No. 615-05/10 – Creating Section 50-8 of the Walworth County Code of Ordinances Relating to Residential Services-*Vote required: Majority* (Recommended by the Health and Human Services Board 5-1)
3. Resolution No. 23-05/10 – Requesting that the State Department of Health Services Address Problems Arising from Family Care Participants Being Placed in the Institutes of Mental Disease-*Vote required: Majority* (Recommended by the Health and Human Services Board 6-0)

On motion by Supervisor Grant, seconded by Supervisor Weber, item 1, **Ordinance No. 614-05/10**, item 2, **Ordinance No. 615-05/10**, and item 3, **Resolution No. 23-05/10**, were approved by voice vote.

Human Resources Committee

1. Ordinance No. 609-05/10 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to Economic Support Positions in the Health and Human Services Department-*Vote required: Majority* (Recommended by the Health and Human Services Board 6-0 and Human Resources Committee 4-0)

2. Ordinance No. 610-05/10 – Amending Section 15-743 of the Walworth County Code of Ordinances Relating to Benefits During Military Leave-*Vote required: Majority* (The Human Resources Committee will consider at a Special Meeting on May 11, 2010 prior to the County Board Meeting)
3. Ordinance No. 611-05/10 – Amending Section 15-339 of the Walworth County Code of Ordinances Relating to Conversion of Other Leave-*Vote required: Majority* (Recommended by the Human Resources Committee 4-0)
4. Ordinance No. 612-05/10 – Creating Sections 15-539 and 15-547 of the Walworth County Code of Ordinances Relating to Benefits for Certain Non-Represented CDEB Employees-*Vote required: Majority* (Recommended by the Children with Disabilities Education Board 3-0 and Human Resources Committee 4-0)
5. Resolution No. 17-05/10 – Approving a Collective Bargaining Agreement by and between Walworth County and the Health and Human Service Professionals for the Period of January 1, 2010 to December 31, 2010-*Vote required: Majority* (Recommended by the Human Resources Committee 4-0)

Chair Russell reported that item 2, Ordinance No. 610-05/10 was approved by the Human Resources Committee at a special meeting prior to the County Board meeting.

On motion by Supervisor Wardle, seconded by Supervisor Ingersoll, item 1, **Ordinance No. 609-05/10**, item 2, **Ordinance No. 610-05/10**, item 3, **Ordinance No. 611-05/10**, item 4, **Ordinance No. 612-05/10**, and item 5, **Resolution No. 17-05/10**, were approved by voice vote.

Land Conservation Committee

1. Resolution No. 13-05/10 – Supporting Aggressive Action to Prevent Asian Carp From Entering the Lake Michigan and Great Lakes Watersheds-*Vote required: Majority* (Recommended by the Land Conservation Committee 4-0)
2. Resolution No. 25-05/10 – Authorizing the Walworth County Conservationist to Act as the Walworth County Representative for the Administration of the Wisconsin Department of Natural Resources Targeted Runoff Management Grant Program- *Vote required: Majority* (The Land Conservation Committee will consider at a special meeting on Monday, May 10, 2010.)

The Clerk reported that Resolution No. 25-05/10 was considered at a special meeting prior to the County Board meeting and was approved by the Land Conservation Committee 4-0.

On motion by Supervisor Weber, seconded by Supervisor Hawkins, **Resolution No. 13-05/10** and **Resolution No. 25-05/10** were approved by voice vote.

Public Works Committee

1. Resolution No. 22-05/10 – Approving an Agreement with Open Range Communications, Inc. Concerning a Lease of Space for Equipment on County-Owned Communications Tower-*Vote required: Majority* (Recommended by Public Works Committee 4-0)

Supervisor Schaefer offered a motion, seconded by Supervisor Weber, to approved Resolution No. 22-05/10.

County Administrator David Bretl explained that this agreement involves space for equipment on the County's tower. He said that after several months of negotiations, the County recently received changes that the company was asking for and the Agreement would have to be amended to include those changes. Bretl explained that the changes did not materially change the agreement.

On motion by Supervisor Stacey, seconded by Supervisor Schaefer, the resolution was amended to authorize the proper County staff to execute the lease agreement contract in substantially the same form as the contract in Supervisors' packets. **Resolution No. 22-05/10 was approved as amended by voice vote.**

Reports of Special Committees

There were none.

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

Paula McGowen addressed the Supervisors regarding Drug Court and DUI Court. She said she believes that the jail system needs to be studied by a professional organization with no personal stake in the outcome. She said she thinks it is time to have a Drug Court and DUI Court. She thinks a Mental Health Court could eventually follow.

Chairman's Report

There was none.

Adjournment

On motion by Supervisor Stacey, seconded by Supervisor Schaefer, the meeting was adjourned at 6: 40 p.m.

STATE OF WISCONSIN)
)SS
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the May 11, 2010 meeting.

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

Nomination for Committee/Board/Commission Appointment

Committee: Walworth County Park Committee

Nominee: Mike Hurlburt

Address: N7242 Countryside Lane

Elkhorn, WI 53121

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

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

When did/does the incumbent's current term expire? June 30, 2012

Was this vacancy advertised? no

Comment Appointment would be for a two-year term, to begin upon County Board confirmation and end on June 30, 2012.

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

For incumbents, committee attendance, if known:

Mr. Hurlburt's attendance has been regular and reliable.

ENCLOSURE

9a a.

Nomination for Committee/Board/Commission Appointment

Committee: Walworth County Park Committee

Nominee: Mariette Nowak

Address: N9053 Swift Lake Drive
East Troy, WI 53120

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

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

When did/does the incumbent's current term expire? June 30, 2010

Was this vacancy advertised? no

Comment Appointment would be for a two-year term, to begin upon County Board
confirmation and end on June 30, 2012.

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

For incumbents, committee attendance, if known:

Ms. Nowak's attendance has been regular and reliable.

ENCLOSURE

Nomination for Committee/Board/Commission Appointment

Committee: Lakeshores Library System Board of Directors

Nominee: Susan K. Metzner

Address: 121 N. Wisconsin Street

Elkhorn, WI 53121

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? The appointment will fill a position formerly held by
John Halverson, who resigned.

When did/does the incumbent's current term expire? The term of the position that is
currently open is scheduled to end on December 31, 2010.

Was this vacancy advertised? Yes.

Comment Ms. Metzner's application is attached. It was received on April 26, 2010,
following the April 20 application deadline. The term would begin upon
County Board appointment and end on December 31, 2010. Lakeshores Library Board
Director Kristen Hewitt recommended Ms. Metzner for appointment.

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

Deborah Maki

Susan Metzner

For incumbents, committee attendance, if known:

ENCLOSURE ¹²
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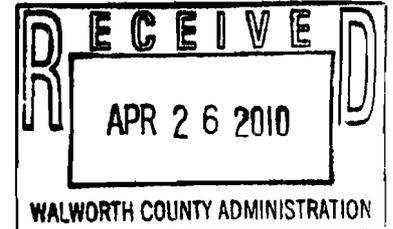
WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: SUSAN K. Metzner

Date: 26 Apr. '10

Mailing Address: 101 N. Wis. Str.
Elkhorn, WI
53121

Phone: 262 723 4697 (H.)



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

Please consider me for appointment to: Library board of
the Lakeshore system (Walworth County)

I am interested in serving as a citizen representative because: Libraries
are vital to the life of a community.

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

Lifelong reader, Teacher

Check one of the following:

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

I am not a resident of Walworth County.

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

Susan K. Metzner 26 Apr. '10
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

STATE OF WISCONSIN: CIRCUIT COURT: WALWORTH COUNTY:

—
WALWORTH HOMES, L.L.C.
17 North First Street
Geneva, IL 60134,

—
HON. JOHN R. RACE

Plaintiff,

File No. **10CV00886**

-vs-

SUMMONS

WALWORTH COUNTY
c/o Kimberly S. Bushey,
County Clerk
100 W. Walworth St.
Elkhorn, WI 53121,

Case Classification Type:
Petition for Writ of Certiorari

Code No. 30955

-and-

WALWORTH COUNTY BOARD OF
ADJUSTMENT
c/o Kimberly S. Bushey,
County Clerk
100 W. Walworth St.
Elkhorn, WI 5312,

Defendants.

FILED
CIRCUIT COURT
MAY 26 2010
CLERK OF COURTS-WALWORTH CO
BY DOROTHY MORGAN

RECEIVED
WALWORTH COUNTY CLERK
2010 MAY 27 AM 9:28

—
THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the

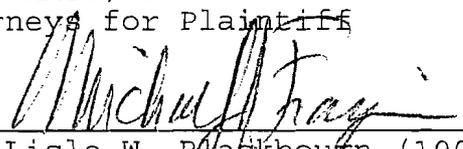
Court, whose address is the Walworth County Judicial Center, 1800 County Road NN, Elkhorn, Wisconsin 53121, and to Plaintiff's attorneys, Godfrey, Leibsle, Blackbourn & Howarth, S.C., Attn. Lisle W. Blackbourn, whose address is 354 Seymour Court, Elkhorn, Wisconsin 53121. You may have an attorney help or represent you.

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

Dated this 26th day of May, 2010.

GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
Attorneys for Plaintiff

By: _____


Lisle W. Blackbourn (1003897)
Michael J. Frazier (1031829)

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

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Stat. § 59.694, with offices located at 100 West Walworth Street, Elkhorn, Wisconsin 53121.

4. Walworth Homes owns real property located in the Town of Delavan, Walworth County, Wisconsin, more particularly described as follows:

Lots 5-9, Block Four of South Shore Manor, located in T2N, R16E, Walworth County, Wisconsin.

Tax Key No. FSS 00062

("Property.")

5. The Property is presently developed with a building that conforms to the Walworth County Zoning Ordinance ("Ordinance") in use, but not in requirements relating to various setbacks from the Property boundaries. Ord. § 74-219. The building is a legal "substandard structure" under the Ordinance.

6. Under the Ordinance, an existing, legal substandard structure may be reconstructed or replaced within its original design and location, using the existing substandard setbacks. Ord. § 74-219(3).

7. The existing building on the Property is vacant and dilapidated. At the request of the Town of Delavan, Walworth Homes desires to raze the existing building. Walworth Homes plans someday to replace the existing building with a new building in the same location and footprint of the existing building.

8. On December 17, 2009, Walworth Homes requested an opinion from the County zoning administrative staff regarding the time frame in which Walworth Homes may

construct a new building in the same location and footprint after razing the existing structure.

9. The County staff's written opinion was provided by Nancy D. Welch, Code Enforcement Officer, on January 5, 2010 ("County Staff Opinion"). A copy of the County Staff Opinion is attached hereto as Exhibit A and incorporated herein by reference.

10. According to the County Staff Opinion, (i) Walworth Homes' right to reconstruct or replace the substandard structure is contingent on obtaining a zoning permit for the construction; (ii) the zoning permit must be obtained before the existing building is removed; and (iii) the zoning permit, and therefore the right to reconstruct or replace the substandard structure with the same dimensions and location, is limited in duration to two years. (Ex. A.)

11. Because of economic conditions, Walworth Homes cannot replace the existing building within two years.

12. Further, because the Property does not conform to the minimum lot size under the Ordinance, if Walworth Homes cannot build within the existing substandard setbacks, it will be prohibited from building on the Property at all.

13. On February 2, 2010, Walworth Homes brought an appeal of the County Staff Opinion to the Board of Adjustment under Wis. Stat. § 59.694(4) and Ord. § 74-111.

14. The Board of Adjustment considered Walworth Homes' appeal on March 14, 2010.

15. The Board of Adjustment upheld the County Staff Opinion in a written decision issued April 26, 2010 ("Board of Adjustment Decision"). A copy of the Board of Adjustment Decision is attached hereto as Exhibit B and incorporated herein by reference.

FIRST CAUSE OF ACTION - CERTIORARI REVIEW

Plaintiff realleges and incorporates herein by reference paragraphs 1 through 15 of this Complaint.

16. The Board of Adjustment Decision is based on an incorrect theory of law. It is without any authority in the Ordinance or statutes. The Board of Adjustment Decision is arbitrary, oppressive, and unreasonable.

SECOND CAUSE OF ACTION - DECLARATORY JUDGMENT

Plaintiff realleges and incorporates herein by reference paragraphs 1 through 16 of this Complaint.

17. Plaintiff has a vested right in continuing use of existing setbacks on the Property for a rebuilt or replacement building.

18. Plaintiff will suffer irreparable harm or harm difficult to remedy with damages if it is forced to choose among maintaining the existing dilapidated building, building a new building prematurely, or potentially losing its right to use the existing setbacks.

19. A present declaration of Plaintiff's rights will avoid future harm to Plaintiffs.

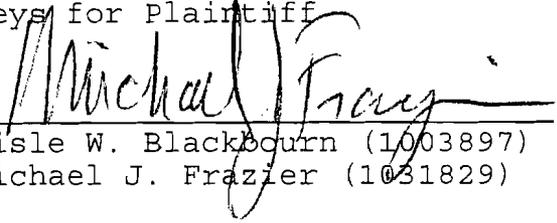
WHEREFORE, Walworth Homes requests judgment
against the County and the Board of Adjustment as follows:

- a. For issuance of a writ of *certiorari* commanding the Board of Adjustment to file a complete copy of the record in this matter.
- b. For a judgment reversing the Board of Adjustment Decision.
- c. For a judgment declaring that the Ordinance does not impose a time limit for reconstructing a substandard structure after demolition of the existing substandard structure on the Property.
- d. For Walworth Homes' costs and disbursements incurred in bringing this action, including reasonable attorney fees.
- e. For such other and further relief as the Court may deem just and equitable.

Dated this 26th day of May, 2010.

GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
Attorneys for Plaintiff

By: _____


Lisle W. Blackbourn (1003897)
Michael J. Frazier (1031829)

Lisle W. Blackbourn
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S. C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Facsimile: (262) 723-7538
email: lblackbourn@godfreylaw.com
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January 5, 2010

Land Use and Resource
Management Department

Attorney Robert C. Leibsle
Godfrey, Leibsle, Blackburn & Howarth, S.C.
354 Seymour Court
Elkhorn, WI 53121

RE: FSS 00062, Town of Delavan, Walworth County, Wisconsin

Dear Attorney Leibsle:

This letter is being sent in response to your request for zoning information relative to the above referenced parcel. Specifically, the question posed was, "What restrictions or requirements on rebuilding and replacement of the existing building will be imposed, which may include, but not be limited to building and location setbacks and lot area restrictions?" In addition, your request stated the owner wishes to raze and remove the existing building and rebuild and replace the building more than one (1) year from the date of building removal. For the purposes of this reply, it is assumed that any replacement structure would conform to the B-2 business zoning use regulations. The following is my determination and interpretation of the Shoreland Zoning Ordinances:

Determination:

If the structure were razed and removed without procuring a zoning permit for its replacement, the owner would not be permitted to utilize the "established setbacks" as provided for in Section 74-219 of the Shoreland Zoning Ordinances. Any future structure would be required to meet the setbacks listed under the B-2 zoning district.

Reasoning:

The property in question is zoned B-2, General Business District. The parcel is 20,037 square feet in size. The structure located on the parcel constitutes an existing substandard structure as it does not comply with the setback provisions of the B-2 zoning district. A substandard structure is defined as, "[...]any structure, legally constructed prior to the adoption or amendment of this ordinance, conforming in respect to use but not in respect to frontage, width, height, lot area, yard, parking, loading or distance requirements of this ordinance." Because a substandard structure must be conforming in respect to use, the definition of "use" is considered. The Shoreland Zoning Ordinance defines "use" as, "[...] the purpose or activity for which the land or building thereon is designed, arranged or

100 West Walworth Street
P.O. Box 1001
Room 222
Elkhorn, WI 53121

Planning/Zoning/Sanitation
Conservation Division
262.741.4972 tel
262.741.4974 fax
262.741.4973 fax

EXHIBIT A

intended, or for which it is occupied or maintained.” It is this offices understanding that the current commercial structure is designed and has been maintained for business use. However, if the structure were razed and removed, the building ceases from being occupied, maintained, designed, or arranged for a principal business use. Therefore, if the structure were removed prior to obtaining a zoning permit for its replacement, it is no longer an *existing* substandard structure.

Section 74-219 of the Shoreland Zoning Ordinances states, “The use of a structure (principal and/or accessory) existing at the time of the adoption or amendment of this ordinance may be **continued** [emphasis added] although the structure’s size and/or location does not conform to the required yard, height parking, loading, access and lot area provisions of this ordinance.” In this instance, the structure does not comply with the setback provisions of the B-2 zoning district (50’ streetyard setback from a town road; 25’ streetyard setback from a subdivision road; 30’ rear yard setback; and 10’ side yard setback). However, special emphasis to the word “continued” has been added. According to Webster’s Dictionary, the definition of “continue” is, “1. to remain in existence or effect; last; endure.” Therefore, although the structure and lot does not conform to the provisions of the ordinance, the use of the structure and land may continue, so long as the structure or use *exists*.

Section 74-219 of the Shoreland Zoning Ordinances also states “Existing substandard structures may be moved, removed, razed, and reconstructed, or replaced to their original design (building envelope) and location (footprint) and any proposed additions and enlargements to the original design (building envelope) and/or location (footprint) shall conform with the established building setback lines of all side yard street yard, and rear yards, but may never be closer than five feet to any lot line. Any proposed additions and enlargements shall conform to the required shoreyard, height, parking, loading, and access provisions of this ordinance.” Furthermore, Section 74-162 requires a zoning permit be issued to locate, erect, move, reconstruct, extend, etc. a structure. Therefore, provided that a zoning permit is applied for and approved, the structure on the property may be reconstructed with additions utilizing the established setbacks, provided it is not less than 5’ to any lot line. Specifically, a zoning permit could be approved for a new structure or addition provided that the following setbacks are proposed:

- 7.8’ street yard setback from the southerly lot line
- 5’ street yard setback from the easterly lot line
- 30’ rear yard setback from the northerly lot line
- 10’ side yard setback from the westerly lot line

Attorney Robert C. Leibsle
January 5, 2010
Page 3

The yard requirements specified are permitted provided the use or structure *exists*, as stated previously, and is further clarified by looking at the definition of "yard." The Shoreland Zoning Ordinance defines "yard" as, "[...] an open space on the same lot with a structure, unoccupied and unobstructed from the ground upward except for vegetation." If the structure were removed, the "established yard" would be undeterminable as the entire parcel would be unobstructed. Furthermore, the definitions of "yard, rear", and "yard, street" in the Ordinance states they are unobstructed areas, the depth of which shall be the minimum horizontal distance between the lot line and a line parallel thereto through the nearest point of the *principal structure*. Clearly, in order to determine the established yard, the structure must exist at the time of the issuance of a permit.

In closing, in order to utilize the vested rights of the zoning provisions of Section 74-219 relative to existing substandard structures, a zoning permit for the structure's replacement must be obtained prior to removal of the structure. If a zoning permit were issued, the permit would be valid for twenty-four (24) months and the owner could rely upon the permit's issuance for the reconstruction. Once a permit is issued, the owner could then raze and remove the existing structure and rebuild in conformance with the zoning permit within the twenty-four (24) month time frame allowed under the permit.

If you have any questions concerning this interpretation, please feel free to contact me at your convenience.

Sincerely,
Walworth County Land Use and Resource Management



Nancy D. Welch
Code Enforcement Officer
262-741-7916



NOTICE OF BOARD OF ADJUSTMENT DECISION AND FINDINGS

NAME OF APPLICANT (S): Walworth Homes LLC, owner / Robert C. Leibsle of Godfrey, Leibsle, Blackburn & Howarth, S.C., applicant

TOWN: Town of Delavan

TAX PARCEL NUMBER: FSS 00062

Land Use and Resource
Management Department

APPLICANT(S) APPEAL: The applicants are appealing the interpretation and decision of the Zoning Administrator that an established yard of a substandard structure yard is maintained when a zoning permit is obtained prior to removal of the structure and rebuilt in accordance with the zoning permit which is valid for 24 months based on Section(s) 74-162 / 74-219 of the Walworth County Code of Ordinances – Shoreland Zoning. The applicants' interpretation is that nowhere in 74-219 or any other section of the ordinance does it expressly provide that a landowner's rights to use "established building setback lines" expires after 24 months of the removal of the substandard structure.

BOARD OF ADJUSTMENT DECISION: The Walworth County Board of Adjustment, during the meeting on April 14 & 15, 2010, voted to **UPHOLD** the interpretation and decision of the Walworth County Zoning Administrator that an established yard of a substandard structure yard is maintained when a zoning permit is obtained prior to removal of the structure and rebuilt in accordance with the zoning permit which is valid for 24 months.

BOARD OF ADJUSTMENT FINDINGS: The Board's decision to uphold the interpretation and decision of the Zoning Administrator is based on language in the Walworth County Shoreland Zoning Ordinance.

Section 74-219 is titled "Existing Substandard Structures" in conjunction with established building setback lines. Section 74-156 reads that the Zoning Ordinance shall be interpreted and applied in its entirety. 74-162, Compliance, reads that no structure can be altered without a zoning permit. 74-248, Zoning Permit, requires a plat of survey with existing and proposed structures and indicates a permit is valid for 24 months.

The Board found it would not preserve the purpose and intent of the ordinance to allow an open-ended time for a substandard structure to be rebuilt using an established yard once it has been removed. The Board found the word "structure", as it appears in the Walworth County Zoning Ordinance Section 74-162, does not need to be prefaced with "regular" or "substandard" or "existing" as "all structures" is implied. The Board found to replicate certain phrases in every paragraph throughout the Zoning Ordinance would be unnecessarily burdensome, especially when the ordinance is to be interpreted in its entirety. The Board found the Walworth County Land Use & Resource Management staff to be a valuable resource to be used in conjunction with the Zoning Ordinance in planning a project. The Board found the Walworth County staff interpretation of the Zoning Ordinance to be valid. The Board of Adjustment found a court of law to be a more appropriate venue than the Board of Adjustment for interpretation of statutes. The Board found there is a procedure in place for making amendments to the Zoning Ordinance when a change in verbage is desired.

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Planning/Zoning/Sanitation/
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262.741.4973 fax

EXHIBIT B

24-

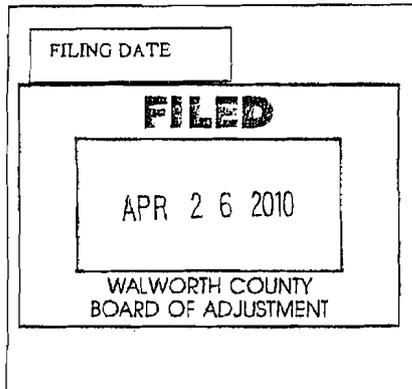
Nancy Welch testified on behalf of Walworth County. There was one letter of support of an ordinance amendment.

BOARD MEMBER'S SIGNATURES:


Mary Ellen Oeding, Chair


Ann Seaver, Secretary


John Roth, Vice-Chair



This decision may be appealed by filing an action in certiorari in the Walworth County Circuit Court within thirty (30) days from the date the decision is filed in the offices of the Land Use and Resource Management Department.

Approvals by the Board of Adjustment shall expire within twelve (12) months unless substantial work has commenced pursuant to such approvals.

Non-compliance with the Boards decision may result in citations being issued at \$663.00 per day.

STATE OF WISCONSIN: CIRCUIT COURT: WALWORTH COUNTY:

COLTON MEISINGER TRUST, DANIEL
MEISINGER TRUST, KENT J. HARMON
TRUST, MARGARET TAYLOR HARMON
TRUST, JAMES WILLIAM HARMON
TRUST, HOLLAND M. SHODEEN TRUST,
and WYATT A. SHODEEN TRUST,
CRAIG A. SHODEEN, TRUSTEE
17 N. First Street
Geneva, IL 60134,

HON. JOHN R. RACE

10CV00887

File No.

SUMMONS

Case Classification Type:

-and-

MAEGAN B. SHODEEN TRUST,
SAMANTHA N. SHODEEN TRUST, and
HUNTER W. SHODEEN TRUST, ERIC M.
SHODEEN, TRUSTEE
17 N. First Street
Geneva, IL 60134,

Petition for
Writ of Certiorari
Code No. 30955

Declaratory Judgment
Code No. 30701

Plaintiffs,

-vs-

WALWORTH COUNTY
c/o Kimberly S. Bushey,
County Clerk
100 W. Walworth St.
Elkhorn, WI 53121,

RECEIVED
WALWORTH COUNTY CLERK
2010 MAY 27 AM 9:28

-and-

WALWORTH COUNTY BOARD OF
ADJUSTMENT
c/o Kimberly S. Bushey,
County Clerk
100 W. Walworth St.
Elkhorn, WI 53121,

FILED
CIRCUIT COURT

MAY 26 2010

CLERK OF COURTS-WALWORTH CO.
BY DOROTHY MORGAN

Defendants.

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiffs named
above have filed a lawsuit or other legal action against

you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is the Walworth County Judicial Center, 1800 County Road NN, Elkhorn, Wisconsin 53121, and to Plaintiffs' attorneys, Godfrey, Leibsle, Blackbourn & Howarth, S.C., Attn. Lisle W. Blackbourn, whose address is 354 Seymour Court, Elkhorn, Wisconsin 53121. You may have an attorney help or represent you.

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

Dated this 26th day of May, 2010.

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

By: 
Lisle W. Blackburn (1003897)
Michael J. Frazier (1031829)

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

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STATE OF WISCONSIN: CIRCUIT COURT: WALWORTH COUNTY:

HON. JOHN R. RACE

COLTON MEISINGER TRUST, DANIEL
MEISINGER TRUST, KENT J. HARMON
TRUST, MARGARET TAYLOR HARMON
TRUST, JAMES WILLIAM HARMON
TRUST, HOLLAND M. SHODEEN TRUST,
and WYATT A. SHODEEN TRUST,
CRAIG A. SHODEEN, TRUSTEE, and
MAEGAN B. SHODEEN TRUST,
SAMANTHA N. SHODEEN TRUST, and
HUNTER W. SHODEEN TRUST, ERIC M.
SHODEEN, TRUSTEE,

Plaintiffs,

-vs-

WALWORTH COUNTY and
WALWORTH COUNTY BOARD OF
ADJUSTMENT,

Defendants.

File No. **10CV00887**

COMPLAINT

Case Classification Type:

Petition for
Writ of *Certiorari*
Code No. 30955

Declaratory Judgment
Code No. 30701

**FILED
CIRCUIT COURT**

MAY 26 2010

CLERK OF COURTS-WALWORTH CO.
BY DOROTHY MORGAN

NOW COME Plaintiffs, Colton Meisinger Trust,
Daniel Meisinger Trust, Kent J. Harmon Trust, Margaret
Taylor Harmon Trust, James William Harmon Trust, Holland M.
Shodeen Trust, and Wyatt A. Shodeen Trust, Craig A. Shodeen,
Trustee, and Maegan B. Shodeen Trust, Samantha N. Shodeen
Trust, and Hunter W. Shodeen Trust, Eric M. Shodeen,
Trustee, by their attorneys, Godfrey, Leibsle, Blackburn &
Howarth, S.C., and as and for a cause of action against
Defendants, Walworth County and Walworth County Board of
Adjustment, allege and show to the Court as follows:

29.

1. Plaintiff, Craig A. Shodeen ("Craig Shodeen"), is an adult with a business address of 17 N. First Street, Geneva, Illinois 60134.

2. Craig Shodeen is the Trustee of the following trusts:

- a. Colton Meisinger Trust;
- b. Daniel Meisinger Trust;
- c. Kent J. Harmon Trust;
- d. Margaret Taylor Harmon Trust;
- e. James William Harmon Trust;
- f. Holland M. Shodeen Trust; and
- g. Wyatt A. Shodeen Trust.

3. Plaintiff, Eric M. Shodeen ("Eric Shodeen"), is an adult with a business address of 17 N. First Street, Geneva, Illinois 60134.

4. Eric Shodeen is the Trustee of the following trusts:

- a. Maegan B. Shodeen Trust;
- b. Samantha N. Shodeen Trust; and
- c. Hunter W. Shodeen Trust.

5. Defendant, Walworth County ("County"), upon information and belief, is a municipal corporation organized under the laws of the State of Wisconsin, with offices located at 100 West Walworth Street, Elkhorn, Wisconsin 53121 ("County").

6. Defendant, Walworth County Board of Adjustment ("Board of Adjustment"), upon information and belief, is an agency of the County, appointed under Wis. Stat. § 59.694, with offices located at 100 West Walworth Street, Elkhorn, Wisconsin 53121.

7. The trusts named in paragraphs 2 and 4, above (collectively, "Plaintiffs"), own real property located in the Town of Delavan, Walworth County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 123, recorded in Volume 1 of Certified Surveys, on Page 123 as Document No. 646467, being located in the Southwest 1/4 of Section 32, T2N, R16E, in the Town of Delavan, County of Walworth, State of Wisconsin.

Parcel Identification Number: FA 12300001

Address of Property: 4311 South Shore Drive,
Delavan, Wisconsin

("Property.")

8. The Property is presently developed with a building that conforms to the Walworth County Zoning Ordinance ("Ordinance") in use, but not in requirements relating to various setbacks from the Property boundaries. The building is a legal "substandard structure" under the Ordinance. Ord. § 74-219.

9. Under the Ordinance, an existing, legal substandard structure may be reconstructed or replaced within its original design and location, using the existing substandard setbacks. Ord. § 74-219(3).

10. The existing building on the Property is vacant and dilapidated. At the request of the Town of Delavan, Plaintiffs desire to raze the existing building. Plaintiffs plan someday to replace the existing building with a new building in the same location and footprint of the existing building.

11. On December 17, 2009, Plaintiffs requested an opinion from the County zoning administrative staff regarding the time frame in which Plaintiffs may construct a new building in the same location and footprint after razing the existing structure.

12. The County staff's written opinion was provided by Nancy D. Welch, Code Enforcement Officer, on January 5, 2010 ("County Staff Opinion"). A copy of the County Staff Opinion is attached hereto as Exhibit A and incorporated herein by reference.

13. According to the County Staff Opinion, (i) Plaintiffs' right to reconstruct or replace the substandard structure is contingent on obtaining a zoning permit for the construction; (ii) the zoning permit must be obtained before the existing building is removed; and (iii) the zoning permit, and therefore the right to reconstruct or replace the substandard structure with the same dimensions and location, is limited in duration to two years. (Ex. A.)

14. Because of economic conditions, Plaintiffs cannot replace the existing building within two years.

15. On February 2, 2010, Plaintiffs brought an appeal of the County Staff Opinion to the Board of Adjustment under Wis. Stat. § 59.694(4) and Ord. § 74-111.

16. The Board of Adjustment considered Plaintiffs' appeal on March 14, 2010.

17. The Board of Adjustment upheld the County Staff Opinion in a written decision issued April 26, 2010 ("Board of Adjustment Decision"). A copy of the Board of Adjustment Decision is attached hereto as Exhibit B and incorporated herein by reference.

FIRST CAUSE OF ACTION - CERTIORARI REVIEW

Plaintiffs reallege and incorporate herein by reference paragraphs 1 through 17 of this Complaint.

18. The Board of Adjustment Decision is based on an incorrect theory of law. It is without any authority in the Ordinance or statutes. The Board of Adjustment Decision is arbitrary, oppressive, and unreasonable.

SECOND CAUSE OF ACTION - DECLARATORY JUDGMENT

Plaintiffs reallege and incorporate herein by reference paragraphs 1 through 18 of this Complaint.

19. Plaintiffs have a vested right in continuing use of existing setbacks on the Property for a rebuilt or replacement building.

20. Plaintiffs will suffer irreparable harm or harm difficult to remedy with damages if they are forced to choose among maintaining the existing dilapidated building, building a new building prematurely, or potentially losing their right to use the existing setbacks.

21. A present declaration of Plaintiffs' rights will avoid future harm to Plaintiffs.

WHEREFORE, Plaintiffs request judgment against the County and the Board of Adjustment as follows:

- a. For issuance of a writ of *certiorari* commanding the Board of Adjustment to file a complete copy of the record in this matter.
- b. For a judgment reversing the Board of Adjustment Decision.
- c. For a judgment declaring that the Ordinance does not impose a time limit for reconstructing a substandard structure after demolition of the existing substandard structure on the Property.
- d. For Plaintiffs' costs and disbursements incurred in bringing this action, including reasonable attorney fees.
- e. For such other and further relief as the Court may deem just and equitable.

Dated this 26th day of May, 2010.

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

By: Michael J. Frazier
Lisle W. Blackbourn (1003897)
Michael J. Frazier (1031829)

Lisle W. Blackbourn
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S. C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Facsimile: (262) 723-7538
email: lblackbourn@godfreylaw.com

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January 5, 2010

Land Use and Resource
Management Department

Attorney Robert C. Leibsle
Godfrey, Leibsle, Blackburn & Howarth, S.C.
354 Seymour Court
Elkhorn, WI 53121

RE: FA 12300001, Town of Delavan, Walworth County, Wisconsin

Dear Attorney Leibsle:

This letter is being sent in response to your request for zoning information relative to the above referenced parcel. Specifically, the question posed was, "What restrictions or requirements on rebuilding and replacement of the existing building will be imposed, which may include, but not be limited to building and location setbacks and lot area restrictions?" In addition, your request stated the owner wishes to raze and remove the existing building and rebuild and replace the building more than one (1) year from the date of building removal. For the purposes of this reply, it is assumed that any replacement structure would conform to the B-2 business zoning use regulations. The following is my determination and interpretation of the Shoreland Zoning Ordinances:

Determination:

If the structure were razed and removed without procuring a zoning permit for its replacement, the parcel would be unbuildable as it does not meet the 7,500 square foot requirement of the B-2 zoning district. In addition, even if additional B-2 zoned lands were to be added to the parcel to meet the 7,500 square foot requirement, the owner would not be permitted to utilize the "established setbacks" as provided for in Section 74-219 of the Shoreland Zoning Ordinances. Any future structure would be required to meet the setbacks listed under the B-2 zoning district.

Reasoning:

The property in question is zoned B-2, General Business District. The parcel is 7,254 square feet in size. The structure located on the parcel constitutes an existing substandard structure as it does not comply with the setback provisions of the B-2 zoning district. A substandard structure is defined as, "[...]any structure, legally constructed prior to the adoption or amendment of this ordinance, conforming in respect to use but not in respect to frontage, width, height, lot area, yard, parking, loading or distance requirements of this ordinance." Because a substandard structure must be conforming in respect to use, the

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262.741.4973 fax

EXHIBIT A

definition of "use" is considered. The Shoreland Zoning Ordinance defines "use" as, "[...] the purpose or activity for which the land or building thereon is designed, arranged or intended, or for which it is occupied or maintained." It is this office's understanding that the current commercial structure is designed and has been maintained for business use. However, if the structure were razed and removed, the building ceases from being occupied, maintained, designed, or arranged for a principal business use. Therefore, if the structure were removed prior to obtaining a zoning permit for its replacement, it is no longer an *existing* substandard structure.

Section 74-219 of the Shoreland Zoning Ordinances states, "The use of a structure (principal and/or accessory) existing at the time of the adoption or amendment of this ordinance may be **continued** [emphasis added] although the structure's size and/or location does not conform to the required yard, height, parking, loading, access and lot area provisions of this ordinance." In this instance, the lot area is insufficient as it is not 7,500 square feet in size as required by the B-2 zoning district. Also, the structure does not comply with the setback provisions of the B-2 zoning district (50' streetyard setback from a town road; 25' streetyard setback from a subdivision road; 30' rear yard setback; and 10' side yard setback). However, special emphasis to the word "continued" has been added. According to Webster's Dictionary, the definition of "continue" is, "1. to remain in existence or effect; last; endure." Therefore, although the structure and lot does not conform to the provisions of the ordinance, the use of the structure and land may continue, so long as the structure or use *exists*.

Section 74-219 of the Shoreland Zoning Ordinances also states "Existing substandard structures may be moved, removed, razed, and reconstructed, or replaced to their original design (building envelope) and location (footprint) and any proposed additions and enlargements to the original design (building envelope) and/or location (footprint) shall conform with the established building setback lines of all side yard, street yard, and rear yards, but may never be closer than five feet to any lot line. Any proposed additions and enlargements shall conform to the required shoreyard, height, parking, loading, and access provisions of this ordinance." Furthermore, Section 74-162 requires a zoning permit be issued to locate, erect, move, reconstruct, extend, etc. a structure. Therefore, provided that a zoning permit is applied for and approved, the structure on the property may be reconstructed with additions utilizing the established setbacks, provided it is not less than 5' to any lot line. Specifically, a zoning permit could be approved for a new structure or addition provided that the following setbacks are proposed:

- 5' street yard setback from the southerly lot line
- 5.6' street yard setback from the westerly lot line
- 5' rear yard setback from the northerly lot line
- 10' side yard setback from the easterly lot line

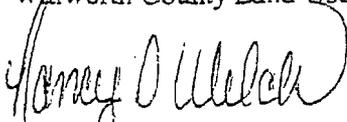
Attorney Robert C. Leibsle
January 5, 2010
Page 3

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In closing, in order to utilize the vested rights of the zoning provisions of Section 74-219 relative to existing substandard structures, a zoning permit for the structure's replacement must be obtained prior to removal of the structure. If a zoning permit were issued, the permit would be valid for twenty-four (24) months and the owner could rely upon the permit's issuance for the reconstruction. Once a permit is issued, the owner could then raze and remove the existing structure and rebuild in conformance with the zoning permit within the twenty-four (24) month time frame allowed under the permit.

If you have any questions concerning this interpretation, please feel free to contact me at your convenience.

Sincerely,
Wailworth County Land Use and Resource Management


Nancy D. Welch
Code Enforcement Officer
262-741-7916



NOTICE OF BOARD OF ADJUSTMENT DECISION AND FINDINGS

NAME OF APPLICANT (S): Colton Meisinger Trust, Daniel Meisinger Trust, Kent J. Harmon Trust, Margaret Taylor Harmon Trust, James William Harmon Trust, Holland M. Shodeen Trust, Wyatt A. Shodeen Trust, Maegan B. Shodeen Trust, Samantha N. Shodeen Trust, Hunter W. Shodeen Trust, owners / Robert C. Leibsle of Godfrey, Leibsle, Blackburn & Howarth, S.C., applicant

TOWN: Town of Delavan

TAX PARCEL NUMBER: FA 12300001

Land Use and Resource
Management Department

APPLICANT(S) APPEAL: The applicants are appealing the interpretation and decision of the Zoning Administrator that an established yard of a substandard structure is maintained when a zoning permit is obtained prior to removal of the structure and rebuilt in accordance with the zoning permit which is valid for 24 months based on Section(s) 74-162 / 74-219 of the Walworth County Code of Ordinances – Shoreland Zoning. The applicants' interpretation is that nowhere in 74-219 or any other section of the ordinance does it expressly provide that a landowner's rights to use "established building setback lines" expires after 24 months of the removal of the substandard structure.

BOARD OF ADJUSTMENT DECISION: The Walworth County Board of Adjustment, during the meeting on April 14 & 15, 2010, voted to **UPHOLD** the interpretation and decision of the Walworth County Zoning Administrator that an established yard of a substandard structure yard is maintained when a zoning permit is obtained prior to removal of the structure and rebuilt in accordance with the zoning permit which is valid for 24 months.

BOARD OF ADJUSTMENT FINDINGS: The Board's decision to uphold the interpretation and decision of the Zoning Administrator is based on language in the Walworth County Shoreland Zoning Ordinance.

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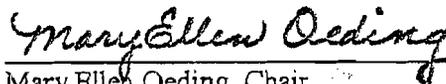
The Board found it would not preserve the purpose and intent of the ordinance to allow an open-ended time for a substandard structure to be rebuilt using an established yard once it has been removed. The Board found the word "structure", as it appears in the Walworth County Zoning Ordinance Section 74-162, does not need to be prefaced with "regular" or "substandard" or "existing" as "all structures" is implied. The Board found to replicate certain phrases in every paragraph throughout the Zoning Ordinance would be unnecessarily burdensome, especially when the ordinance is to be interpreted in its entirety. The Board found the Walworth County Land Use & Resource Management staff to be a valuable resource to be used in conjunction with the Zoning Ordinance in planning a project. The Board found the Walworth County staff interpretation of the Zoning Ordinance to be valid. The Board of Adjustment

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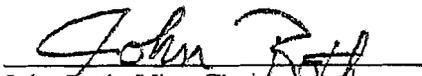
found a court of law to be a more appropriate venue than the Board of Adjustment for interpretation of statutes. The Board found there is a procedure in place for making amendments to the Zoning Ordinance when a change in verbage is desired.

Nancy Welch testified on behalf of Walworth County. There was one letter in support of an ordinance amendment.

BOARD MEMBER'S SIGNATURES:


Mary Ellen Oeding, Chair


Ann Seaver, Secretary


John Roth, Vice-Chair

FILING DATE
FILED
APR 26 2010
WALWORTH COUNTY BOARD OF ADJUSTMENT

This decision may be appealed by filing an action in certiorari in the Walworth County Circuit Court within thirty (30) days from the date the decision is filed in the offices of the Land Use and Resource Management Department.

Approvals by the Board of Adjustment shall expire within twelve (12) months unless substantial work has commenced pursuant to such approvals.

Non-compliance with the Boards decision may result in citations being issued at \$663.00 per day.

Notice of Claims against Walworth County

RECEIVED
WALWORTH COUNTY CLERK

2010 MAY 28 AM 9:12

Pursuant to s. 893.80, Wis. Stats., Luther Bell files a notice of claim against the County of Walworth for acts done by its agents in an official capacity. The claim is as follows:

Luther Bell resides at 3227 W. Wells St., Apt. 12, Milwaukee, 53208 His date of birth is February 2, 1958.

At all material times, Mr. Bell was an inmate at the Walworth County Jail in Elkhorn, Wisconsin.

On May 21, 2009, Mr. Bell was placed on probation for one year with a thirty day stayed sentence by the Honorable Michael Gibbs in Walworth County for the charge of Possession of Drug Paraphernalia in violation of Wis. Stat. 961.573(1). The maximum jail sentence for the charge is thirty days in jail.

On December 31, 2009, Mr. Bell was arrested in Milwaukee, Wisconsin, and at that time a probation hold was placed on Mr. Bell meaning that he could not be released from custody. On or about January 8, 2009, Mr. Bell met with the probation liason at the House of Correction. Mr. Bell, after discussing his options with the probation department, signed a waiver of his rights to contest the revocation of his probation and agreed to serve the thirty day sentence.

On or about January 12, 2010, Mr. Bell's probation agent, Ann Stephens, sent a packet of information to Walworth County stating that Mr. Bell had revoked himself and that he would need to be processed through the Walworth County court system so that he was not incarcerated past thirty days.

On or about January 28, 2010, Mr. Bell was transferred from Milwaukee County House of Corrections to the Walworth County Jail. As of January 29, 2010, Mr. Bell would have served all thirty days of his thirty day stayed sentence.

Upon arrival, at the Walworth County Jail, Mr. Bell repeatedly told jail personnel that he had satisfied his thirty day jail sentence. Mr. Bell was threatened with discipline if he complained further about his incarceration.

Eventually, Mr. Bell's probation agent, Anne Stephens, learned that Mr. Bell was in custody in Walworth County past the thirty day statutory maximum sentence. She then contacted Walworth County clerk of court personnel who stated that Walworth County did not accept her January 12th submission because it was filed electronically. Ms. Stephens then re-filed the paperwork. At no time, did anyone from Walworth County contact Ms. Stephens and state that it was not accepting or acting upon her requests in regard to the processing of Mr. Bell through the Walworth County court system.

In mid-February, Mr. Bell met with an assistant state public defender Mary Burns who eventually arranged for Mr. Bell to appear in court on February 26, 2010, for sentencing. Judge Gibbs sentenced Mr. Bell to time served.

As a direct result of the actions of the Walworth County Clerk of Courts system, the Walworth County Jail and Walworth County Sheriff's Department, Mr. Bell's civil rights were violated and he was falsely imprisoned for a total of twenty-nine (29) days. y

Wherefore, Luther Bell seeks compensatory and punitive damages, attorney's fees, and costs against Walworth County for the actions of its officers, agents, and employees.

Dated this 21st day of May, 2010.

Respectfully submitted,



Thomas J. Erickson
Attorney for Luther Bell
State Bar No. 01011245

Address and Phone:
611 N. Broadway, Ste. 200
Milwaukee, WI 53202
(414) 271-0678

WALWORTH COUNTY

2010 MAY 24

May 18, 2010

Ms. Nancy Russell, Chair
Walworth County Board of Supervisors
100 W. Walworth Street
PO Box 1001
Elkhorn, WI 53121

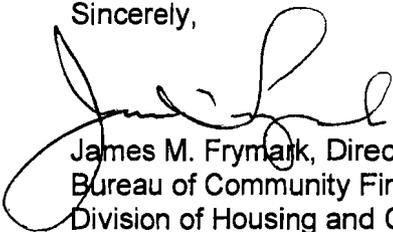
Dear Ms. Russell:

The Department of Commerce has reviewed your Community Development Block Grant – Emergency Assistance Program application, submitted on behalf of the Town of Sugar Creek and the Village of East Troy, for \$626,000 to assist in recovery efforts related to the flooding and storms that occurred during the summer of 2008. Walworth County's application was one of 270 received and evaluated by the Department. Unfortunately, the Department will not be able to assist with financing your proposal.

Our review of your application took into consideration the extent of remaining health and safety issues needing attention, your overall flood recovery efforts to date, flood mitigation efforts, the proposed activities' impact on future community and economic growth, and benefit to low and moderate-income persons. The review process was extremely challenging. Because funding requests totaled nearly \$172 million against the available \$75 million we had to make some hard choices and are unable to fund all requests. It is unfortunate that we cannot fund your request despite the fact that your proposed activity is important and has merit to you.

Should you have any questions regarding our review process or the decision made on your application, please do not hesitate to call Caryn Stone at 608/267-3682 or Mark Williams at 608/264-6158.

Sincerely,



James M. Frymark, Director
Bureau of Community Finance
Division of Housing and Community Development

cc: Kimberly Bushey – County Clerk
Lieutenant Kevin Williams - Walworth County Sheriff's Office
Dianne Boyd – Clerk, Town of Sugar Creek
Judy Weter – Administrator Clerk / Treasurer, East Troy

RECEIVED
WALWORTH COUNTY CLERK
2010 MAY 24 PM 11:02



May 27, 2010

Administration

County Board Supervisors

David A. Bred
County Administrator

Re: Random Drug Testing Ordinance

Suzanne Harrington
Administrative Assistant

Dear Fellow Board Supervisors:

Tammy L. Werblow
Administrative Assistant

As the Chair of the Human Resources Committee, I am requesting that the Committee revisit the ordinance amendment pertaining to random drug testing of non-represented employees. I propose that the Committee consider approving the attached *revised* ordinance amendment to Section 15-810(d). This amendment would change only the section of the ordinance that pertains to whom shall be subject to the random testing.

I would ask that this item be placed on the Human Resources Committee's June agenda for discussion and possible action.

Thank you for your consideration.

Sincerely,

Kathy Ingersoll
County Board Supervisor, District 6

KI/tlw
Enclosure

ORDINANCE NO. xxx – 07/10

AMENDING SECTION 15-810(d) OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO RANDOM DRUG TESTING

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
2 FOLLOWS:
3

4 PART I: That Section 15-810(d) of the Walworth County Code of Ordinances is hereby
5 amended as follows (additions shown by underline; deletions shown by strike-through):
6

7 “Sec. 15-810. Drug or alcohol testing.
8

9 (d) The county will randomly test ~~all the following~~ non-represented employees
10 classifications for compliance with its drug-free workplace policy.
11

<u>Department</u>	<u>Classification</u>
<u>Administration</u>	<u>County Administrator</u>
	<u>Labor/Employee Relations Director</u>
<u>Finance</u>	<u>Comptroller</u>
	<u>Deputy Administrator – Finance</u>
	<u>Finance Manager</u>
	<u>Payroll & Benefits Manager</u>
	<u>Payroll Assistant</u>
	<u>Payroll Specialist</u>
<u>Information Technology</u>	<u>Analyst-Programmer</u>
	<u>Applications Supervisor</u>
	<u>Desktop Lead/Server Specialist</u>
	<u>Director – IT</u>
	<u>GIS Analyst/Programmer</u>
	<u>Help Desk Analyst</u>
	<u>Network Specialist</u>
	<u>Supervisor of Network/Operations</u>
<u>Public Works</u>	<u>Deputy County Admin – Central Services</u>
<u>Sheriff’s Office</u>	<u>Assistant Jail Administrator</u>
	<u>Captain</u>
	<u>Jail Administrator</u>
	<u>Lieutenant</u>
	<u>Sheriff (elected)</u>
	<u>Undersheriff</u>



June 8, 2010 – Walworth County Board Meeting

County Clerk

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

Kimberly S. Bushey
County Clerk

- There were none.

Hearing Date: June 17, 2010

FORM #2b

REPORT OF PETITIONS REFERRED TO
WALWORTH COUNTY ZONING AGENCY

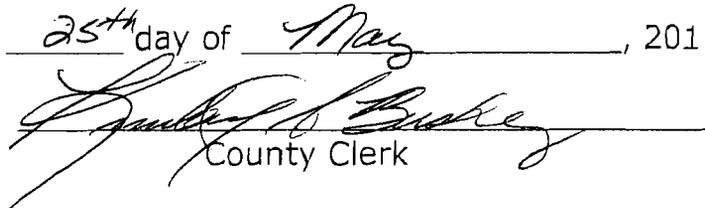
TO: The County Board of Walworth County

The undersigned County Clerk hereby reports that the following petitions for rezone of lands in Walworth County were referred to the County Zoning Agency for public hearing:

NAME	TOWN	CHANGE REQUESTED	DATE REFERRED
Mike Healy/Marty Healy	LaGrange	R-1 to B-2	5-20-10
Toynton Trust (Cindy Toynton Dixon)/Threatte Family Ltd. Partnership (Warren Hansen, App.)	Darien	9.1 acres of A-1 to C-2 and 1 acre of C-2 to C-4	5-20-10
David W. and Kristine K. Hills	Geneva	M-3 to A-5	5-20-10
Cathie Lopardo (purchasing from Schaumberg, Inc.) (Warren Hansen, App.)	Sugar Creek	R-1 to B-2	5-20-10
Heaven City Development (Ralph P. Hibbard)	Troy	A-1 to R-3	5-20-10
Town of Walworth	Walworth	M-1 to P-2	5-20-10

That copies of said petitions are annexed hereto.

Dated this 25th day of May, 2010.


County Clerk

May 21, 2010
May 21, 2010 - expanded

Please include the following County Zoning Agency items on the June 8, 2010 County Board agenda:

Glen and Becky Feltham, Town of Walworth, Rezone 5.39 acres of A-2 to A-4 – approved 6 – 0
(5-20-10 public hearing)

CONFORMANCE WITH COUNTY LAND USE PLAN:

The County 2035 Land Use Plan identifies this area as Other Agricultural Rural Residential (5 to 19 acres per dwelling)

Resolution No. 26 – 06/10
Approving Mutual Aid Box Alarm System (MABAS) Agreement
By and Between Walworth County and the State of Wisconsin

1 Moved/Sponsored by: Executive
2

3 **WHEREAS** Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other
4 municipalities and with federally recognized Indian tribes and bands in this state for the receipt or
5 furnishing of services, such as fire protection and emergency medical services. Such a contract
6 may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and,
7

8 **WHEREAS**, Wisconsin Statute 166.03(2)(a)3 provides that the standards for fire, rescue, and
9 emergency medical services shall include the adoption of the intergovernmental cooperation
10 Mutual Aid Box Alarm System (“MABAS”) as a mechanism that may be used for deploying
11 personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout
12 Wisconsin and neighboring states; and,
13

14 **WHEREAS**, the Attorney General of the State of Wisconsin must approve any agreement
15 between a Wisconsin municipality and a municipality of another state, and said agreement was
16 approved by the Attorney General of the State of Wisconsin on December 22, 2000; and,
17

18 **WHEREAS**, said agreement was submitted to the governor of the State of Wisconsin for his
19 concurrence, which was obtained and later adopted under Wisconsin Statute 66.0303(3) (a) and
20 (b); and,
21

22 **WHEREAS**, the Walworth County Board of Supervisors believes that intergovernmental
23 cooperation for purposes of public safety and protection should be encouraged and that the
24 MABAS Agreement would afford these benefits to County residents by coordinating fire
25 protection and emergency medical services; and,
26

27 **WHEREAS**, it is in the best interest of Walworth County to enter into the proposed MABAS
28 Agreement to provide for the coordination of fire protection and emergency medical services in the
29 event of a large-scale emergency, natural disaster, or man-made catastrophe.
30

31 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
32 hereby approves entering into the MABAS agreement with the State of Wisconsin and authorizes
33 the appropriate County officials to execute the attached agreement by and between Walworth
34 County and the State of Wisconsin.
35

36
37
38
39 _____
40 Nancy Russell
County Board Chair

Kimberly S. Bushey
County Clerk

1 County Board Meeting Date: June 8, 2010

2

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

Policy and Fiscal Note is attached.

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

OC 136 5/24/2010

David A. Bretl
County Administrator/Corporation Counsel

N. Andersen 5/25/10

Nicole Andersen
Deputy County Administrator - Finance

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

Policy and Fiscal Note
Resolution No. 26 - 06/10

- I. **Title:** Approving Mutual Aid Box Alarm System Agreement (MABAS) By and Between Walworth County and the State of Wisconsin
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to approve the attached Mutual Aid Box Alarm System Agreement (MABAS) by and between Walworth County and the State of Wisconsin.
- III. **Budget and Fiscal Impact:** The MABAS Agreement requires parties to the agreement to maintain, at their expense, certain insurance coverage. The County currently has the required coverage in effect. Execution of the attached Agreement will not cause the County to incur costs. If, however, the Sheriff were to deploy Walworth County assets to another county, it would be at Walworth County's expense.
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Executive Meeting Date: May 17, 2010

Vote: 4 - 0

County Board Meeting Date: June 8, 2010

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

 5/24/2010

Date
David A. Brett
County Administrator/Corporation Counsel

 5/25/10

Date
Nicole Andersen
Deputy County Administrator - Finance

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto [hereafter "Unit(s)"] that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.0303(3)(b).)

WHEREAS, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

WHEREAS, Wisconsin Statutes 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs, and

WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

WHEREAS, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

WHEREAS, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire

protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;

- C. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The statewide oversight board of MABAS which is comprised of Division representatives.
- I. "MABAS or 'Mutual Aid Box Alarm System' region" means the WEM regional areas as identified by the Adjutant General under ss. 166.03(2)6.(b)1., Stats.
- J. "Chief Officer" means the highest ranking officer within a fire, rescue or emergency medical services unit.

- K. "Incident Command System" has the meaning specified in s. 166.02(6m), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by the MABAS.

2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of the MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

SECTION SIX

Insurance

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in

equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedure

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entry

President or Mayor, or Chairman

Date

ATTEST:

Title

Date

(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)

ORDINANCE NO. 618 – 06/10

AMENDING SECTION 30-231 AND CREATING SECTION 30-232 OF THE
WALWORTH COUNTY CODE OF ORDINANCES RELATING TO OTHER POST
EMPLOYMENT BENEFIT INVESTMENTS

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
2 FOLLOWS:
3

4 PART I: That Section 30-231 of the Walworth County Code of Ordinances is hereby
5 amended to read as follows (additions shown by underline; deletions shown by strike-
6 through):
7

8 “Sec. 30-231. Investment parameters.
9

- 10 (e) ~~Other Post Employment Benefit Trust investments.~~ The Other Post Employment
11 Benefit (OPEB) investments may be invested pursuant to the Uniform Investor
12 Act as set forth in Wis. Stats. § 881.01, as these shall be considered long-term
13 investments that do not need to be liquidated for current operations.”
14

15 PART II: That Section 30-232 of the Walworth County Code of Ordinances is hereby
16 created to read as follows:
17

18 “Sec. 30-232. Other post employment benefit trust investments.
19

20 (a) *Delegation of Authority.* The Finance Committee shall oversee policies and procedures
21 related to the operation and administration of the Trust. The Finance Committee shall:
22

- 23 (1) Review and annually approve the investment policy and investment objectives,
24 performance expectations and investment guidelines for Trust assets to control
25 overall risk and liquidity.
26
27 (2) Establish an appropriate investment strategy for managing all Trust assets,
28 including selection of an investment advisor, investment time horizon, risk
29 tolerance ranges and asset allocation to provide sufficient diversification and
30 overall return over the long-term time horizon of the Trust.
31
32 (3) Establish periodic performance reporting requirements that will effectively
33 monitor investment results and ensure that the investment policy is being
34 followed.
35

36 (b) *Objectives.* The investment objectives of the Trust are as follows:
37

- 38 (1) To invest assets of the Trust in a manner consistent with the following fiduciary
39 standards:

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- a. All transactions undertaken must be for the sole interest of Trust beneficiaries and defray reasonable expenses in a prudent manner, and
 - b. Assets are to be diversified in order to minimize the impact of large losses from individual investments.
- (2) To provide for funding and anticipated withdrawals on a continuing basis for payment of OPEB benefits and related expenses.
 - (3) To conserve and enhance the value of Trust assets in real terms through asset appreciation and income generation, while maintaining a moderate investment risk profile.
 - (4) To minimize principal fluctuations over the time horizon as defined in the investment policy.
- (c) *Safekeeping.* All securities shall be held by a custodian approved by the County and in consultation with the investment advisor for safekeeping of Trust assets.
- (d) *Allowable investments.* The Other Post Employment Benefit (OPEB) investments may be invested pursuant to the Uniform Investor Act as set forth in Wis. Stats. § 881.01. The following investments and transactions are not authorized and shall not be purchased:
- (1) Letter stock and other unregistered securities, direct commodities or commodity contracts, short sales, margin transactions, private placements (with the exception of Rule 144A securities), venture capital funds, private equity, or hedge funds.
 - (2) Derivatives, options or futures for the purpose of portfolio leveraging.
 - (3) Neither direct real estate equity nor natural resource properties such as oil, gas or timber may be held except by purchase of publicly traded securities or within Pooled Vehicles, except for existing real estate holdings.
 - (4) The purchase of collectibles.”

BE IT ORDAINED by the Walworth County Board of Supervisors that all previous ordinances and resolutions pertaining to the sections of Chapter 30 listed above 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 Walworth County Board of Supervisors this 8th day of June, 2010.

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Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: June 8, 2010

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:

DA36 5/24/2010
David A. Bretl Date
County Administrator/Corporation Counsel

N. Andersen 5/25/10
Nicole Andersen Date
Deputy County Administrator - Finance

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

ORDINANCE NO. 619- 06/10

**AMENDING SECTION 30-286 AND CREATING SECTION 30-288 OF THE
WALWORTH COUNTY CODE OF ORDINANCES RELATIVE TO REGISTER OF
DEEDS RECORDING FEES AND CREDIT/DEBIT CARD CONVENIENCE FEES**

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

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

“Sec. 30-286. Consolidated fee schedule.

<u>Description</u>	<u>Fee</u>	<u>Effective Date</u>	<u>Authority</u>
Register of Deeds			
<u>Federal Tax Lien</u>	<u>\$25/document</u>	<u>June 25, 2010</u>	<u>Wis. Stats. § 59.43(2)</u>
<u>Real estate documents-recording</u>	<u>\$11.00 for first page; \$2.00 each additional page</u> <u>\$25/document</u>	Jan-03 <u>June 25, 2010</u>	<u>Wis. Stats. § 59.43(2)(ag), 59.43(2)(e)</u>
<u>Redaction</u>	<u>\$5/document</u>	<u>June 25, 2010 (Expires upon the earliest of the following: 1) completion by the Register of Deeds of redaction of social security numbers from certain electronic format records; 2) January 1, 2012, unless an extension of time is granted by DOA; or 3) January 1, 2015.)</u>	<u>Wis. Stats. § 59.43(2)(L)</u>
Clerk of Courts			
<u>Credit or signature debit card convenience fee use for any payment (via terminal)</u>	<u>sliding scale of 2-3% of total fine/costs based on bank contract, minimum \$2.00 charge per transaction</u>	<u>April 2, 2006 Jun-10</u>	<u>Ord. 344-03/06</u>
General			

<u>Credit or signature debit card convenience fee for all departments unless otherwise specifically stated by department (via terminals)</u>	<u>Sliding scale of 2-3% of total costs based on bank contract, minimum \$2.00 charge per transaction</u>	<u>Jun-10</u>	<u>Ord. 619-06/10</u>
<u>PIN debit card convenience fee for all departments unless otherwise specifically stated by department (via terminal/online service)</u>	<u>\$2.00/transaction</u>	<u>Jun-10</u>	<u>Ord. 619-06/10</u>
<u>Credit or signature debit card convenience fee for all departments unless otherwise specifically stated by department (via online services)</u>	<u>2.49% of total costs, minimum \$2.00 charge per transaction</u>	<u>Jun-10</u>	<u>Ord. 619-06/10</u>
Treasurer			
<u>Credit or signature debit card convenience fee (via terminal for the payment of property taxes)</u>	<u>2.49% of total costs, minimum \$2.00 charge per transaction</u>	<u>Jun-10</u>	<u>Ord. 619-06/10</u>

PART II: That Section 30-288 of the Walworth County Code of Ordinances is hereby created to read as follows:

“Sec. 30-288. Surcharge for credit or debit card payments.

- (a) County departments shall be authorized to accept a credit card or debit card for any required payment and may charge and collect a reasonable service fee for the use of such credit or debit card as set forth in Sec. 30-286. County departments may only accept Master card or Discover card brand credit or debit cards unless otherwise stated listed in (b) below.
- (b) The following departments may accept Visa brand credit or debit card payments:
 1. Clerk of courts for all clerk of court fees.
 2. Treasurer’s office for tax payments.
 3. Sheriff’s office for fees related to process of service.

PART III: This Ordinance shall become effective upon passage, except as otherwise noted.

PASSED and ADOPTED by the Board of Supervisors of Walworth County Wisconsin this 8th day of June 2010.

Nancy Russell
County Board Chair

Kimberly S. Bushey
County Clerk

County Board Meeting Date: June 8, 2010

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 6/11/2010

David A. Bretl
County Administrator/Corporation Counsel

N. Andersen 6/11/10

Nicole Andersen
Deputy County Administrator-Finance

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

Policy and Fiscal Note
Ordinance No. 619-06/10

I. Title: Amending Section 30-286 and Creating Section 30-288 of the Walworth County Code of Ordinances Relative to Register of Deeds Recording Fees and Credit/Debit Card Convenience Fees

II. Purpose and Policy Impact Statement: Pursuant to Wisconsin Act 314, this ordinance amends the recording fee for real estate documents to a flat fee, effective June 25, 2010, subject to s.59.72(5). As of that date, the new legislation also requires that a Register of Deeds make a reasonable effort to redact social security numbers from documents viewable or accessible on the Internet.

This amendment also allows departments to charge a surcharge for the use of credit and debit cards (and specifies the amount of the surcharge) for anyone using a Mastercard or Discover credit or debit card for payment. It allows the use of Visa brand cards for the Sheriff services of processing only, clerk of courts fees, and tax payment collections.

III. Is this a budgeted item and what is its fiscal impact? Wisconsin statutes previously set recording fees for real estate documents at \$11 for the first page of a document plus \$2 for each additional page of the same document. The new legislation establishes a flat \$25 fee per document regardless of the number of pages. An additional \$5 fee is authorized by the legislation for certain documents to assist with costs related to redaction of social security numbers. It is anticipated these fee changes will result in approximately \$35,000 in increased revenue for fiscal 2010.

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

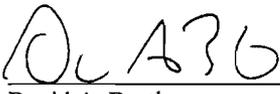
Committee: Finance Committee

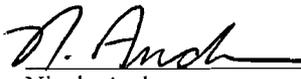
Date: May 20, 2010

Vote: 4 – 0

County Board Meeting Date: June 8, 2010

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

 6/1/2010
Date
David A. Bretl
County Administrator/Corporation Counsel

 6/1/10
Date
Nicole Andersen
Deputy County Administrator-Finance

Resolution No. 27-06/10
**Accepting a \$25,000 Donation from Geneva National LEO Foundation to Upgrade the
Wireless Infrastructure at the Lakeland School Facility**

1 Moved/Sponsored by: Children with Disabilities Education Board (CDEB) & Finance Committee

2
3 **WHEREAS**, Geneva National LEO Foundation has donated \$25,000 to Walworth County for the
4 purpose of upgrading the wireless infrastructure at Lakeland School facility; and,

5
6 **WHEREAS**, the county acknowledges the generous spirit in which the donation has been offered.

7
8 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors does
9 hereby accept a \$25,000 donation from Geneva National LEO Foundation to be used to upgrade
10 the wireless infrastructure at the Lakeland School facility.

11
12 **BE IT FURTHER RESOLVED** that the Walworth County Board of Supervisors commends
13 Geneva National LEO Foundation for its generosity and commitment to special education in
14 Walworth County.

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19 _____
20 Nancy Russell
21 County Board Chair

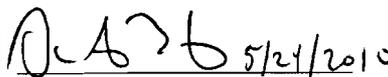
Kimberly S. Bushey
County Clerk

22
23
24 County Board Meeting Date: June 8, 2010

25
26 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 Date
County Administrator/Corporation Counsel


Nicole Andersen Date
Deputy County Administrator - Finance

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

Policy and Fiscal Note
Resolution No. 27-06/10

- I. **Title:** Accepting a \$25,000 Donation from Geneva National LEO Foundation to Upgrade the Wireless Infrastructure at the Lakeland School Facility
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to accept a \$25,000 donation from Geneva National LEO Foundation to be used to upgrade the wireless infrastructure at the Lakeland School facility.
- III. **Budget and Fiscal Impact:** Acceptance of this donation will allow the county the opportunity to upgrade the wireless infrastructure in the Lakeland School facility. Cost of the upgrade will be covered by the \$25,000 donation.

The Children with Disabilities Education Board 2010 budget includes a budget for donations expected. Approval of this resolution will not increase the CDEB budget. Appropriate expenditure transfers will be made for the resolution.

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

Committee: Children with Disabilities Meeting Date: May 19, 2010
 Education Board (CDEB)

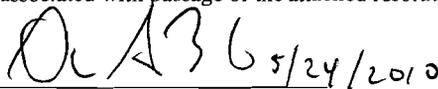
Vote: 4 – 0

Committee: Finance Meeting Date: May 20, 2010

Vote: 4 – 0

County Board Meeting Date: June 8, 2010

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



David A. Bretl Date
County Administrator/Corporation Counsel



Nicole Andersen Date
Deputy County Administrator - Finance

Resolution No. 28-06/10
Transferring CTH A Retaining Wall Funds to the General Fund

Moved/Sponsored by: Public Works and Finance Committees

WHEREAS, 2009 adopted budget allocates \$30,000 of tax levy funds to the Public Works Department CTH A Retaining Wall account. This project is being deferred to a future year and current funding will no longer be needed for this project; and,

WHEREAS, the \$30,000 CTH A Retaining Wall carryforward budget must be lapsed and cannot be transferred to additional projects.

NOW THEREFORE, BE IT RESOLVED that the Walworth County Board of Supervisors hereby authorizes the transfer of the Public Works Department funds for the CTH A retaining wall project to the county general fund unassigned fund balance.

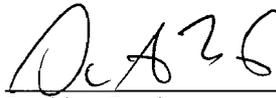
Nancy Russell
County Board Chair

Kimberly S. Bushey
County Clerk

County Board Meeting Date: June 8, 2010

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

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

 5/24/2010

David A. Bretl Date
County Administrator/Corporation Counsel

 5/25/10

Nicole Andersen Date
Deputy County Administrator-Finance

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

Policy and Fiscal Note
Resolution No. 28-06/10

- I. Title:** Transferring CTH A Retaining Wall Funds to the General Fund
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize the transfer of the CTH A Retaining Wall project funds to the county general fund unassigned fund balance.
- III. Budget and Fiscal Impact:** The return of the \$30,000 tax levy supported funds to the general fund will offset contingency funds used for the Government Center west wing emergency re-roof. The CTH A retaining wall project will be addressed in 2011, along with the CTH A roadwork project.
- IV. Referred to the following standing committees for consideration and date of referral:**

Committee: Public Works Meeting Date: May 17, 2010

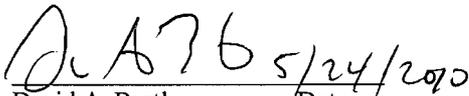
Vote: 5 – 0

Committee: Finance Meeting Date: May 20, 2010

Vote: 4 – 0

County Board Meeting Date: June 8, 2010

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



David A. Bretl Date 5/24/2010
County Administrator/Corporation Counsel



Nicole Andersen Date 5/25/10
Deputy County Administrator-Finance

Resolution No. 29-06/10
Authorizing Write Off of 2007 Personal Property Taxes Uncollectible in 2008

1 Moved/Sponsored by: Finance Committee

2
3 **WHEREAS**, the County Treasurer appears before the finance committee and obtains annual
4 approval to write off uncollectible personal property taxes; and,

5
6 **WHEREAS**, Section 74.55(1), Wisconsin Statutes, addresses recovery of delinquent personal
7 property taxes by the towns, villages and cities; and,

8
9 **WHEREAS**, the County will continue to pursue collection of the County share; and,

10
11 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
12 authorizes the write-off of uncollectible personal property taxes for the 2007 tax year as listed in
13 Attachment A.

14
15 **BE IT FURTHER RESOLVED** that this write-off in the amount of \$4,380.48 is included in the
16 2010 budget; and,

17
18 **BE IT FURTHER RESOLVED** that this resolution is to be effective upon adoption.

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23 _____
24 Nancy Russell
25 County Board Chair

Kimberly S. Bushey
County Clerk

26
27
28 County Board Meeting Date: June 8, 2010

29
30 Action Required: Majority Vote _____ Two-thirds Vote X Other _____

Policy and Fiscal Note is attached.

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

 5/24/2010

David A. Bretl Date
County Administrator/Corporation Counsel

 5/25/10

Nicole Andersen Date
Deputy County Administrator-Finance

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

Policy and Fiscal Note
Resolution No. 29-06/10

I. Title: Authorizing Write Off of 2007 Personal Property Taxes Uncollectible in 2008

II. Purpose and Policy Impact Statement: The purpose of the resolution is to write off personal property taxes deemed uncollectible by the local municipality. The Towns, Villages and Cities are responsible for the collection of personal property taxes in accordance with Wisconsin Statutes.

The County sends letters to these taxpayers in an attempt to pursue collection of the County's share.

III. Budget and Fiscal Impact: This write off in the amount of \$4,380.48 is included in the 2010 budget.

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

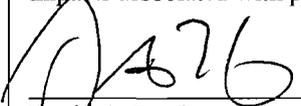
Committee: Finance

Meeting Date: May 20, 2010

Vote: 4 - 0

County Board Meeting Date: June 8, 2010

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

5/24/2010
Date

County Administrator/Corporation Counsel


Nicole Andersen

5/25/10
Date

Deputy County Administrator-Finance

WALWORTH COUNTY
 ANALYSIS OF UNCOLLECTIBLE PERSONAL PROPERTY TAX
 AS OF 5/10/10

	Payment	Recovery	State Recovery	Balance
Tax of 2007, Uncollectable 2008				
Town of Bloomfield - Pd 4/7/09 Ck #767044				
Nextel Communications	348.62		(14.24)	334.38
Town of Geneva - Pd 4/7/09 Ck #767045				
The Wood Shop	43.27		(1.77)	41.50
Town of Lyons - Pd 4/7/09 Ck #767046				
Dan Finke Construction	94.91		(4.60)	90.31
Elvira Seno Life Estate	61.30		(2.50)	58.80
Village of East Troy - Pd 4/7/09 Ck #767048				
First Citizens State Bank	353.98		(15.01)	338.97
Pro-Pac	844.73		(35.83)	808.90
Sierra Chase	6.04		(0.26)	5.78
China City	16.09		(0.68)	15.41
Village of Fontana - Pd 4/7/09 Ck #767049				
J R Planners	7.57		(0.32)	7.25
Contractors Corner	17.57		(0.75)	16.82
James Pancratz	60.63		(2.57)	58.06
Universal Contracting Group	2.96		(0.13)	2.83
Gotcha Covered	5.92		(0.25)	5.67
ECHO Management Services	20.71		(0.88)	19.83
Veterinary Equipment	20.71		(0.88)	19.83
Optimax Corp	20.71		(0.88)	19.83
Geneva Lake Dream Home	41.89		(1.77)	40.12
Village of Walworth - Pd 4/7/09 Ck #767050				
Access Credit & Mortgage Corp	39.79		(1.69)	38.10
La Espuela	6.47		(0.28)	6.19
Marked Tree Ltd	39.79		(1.69)	38.10
Sound Impulse	39.79		(1.69)	38.10
Xhevat Useni Inc	39.79		(1.69)	38.10
City of Delavan - Pd 4/7/09 Ck #767020				
Better By Design	169.78		(8.94)	160.84
Carniceria Guanajeto	27.91		(1.19)	26.72
Elegancia Mexican Restaurant	43.86		(1.86)	42.00
Hertz Equipment Rental Corp	26.71		(1.13)	25.58
Home Leisure Products, LLC	7.98		(0.34)	7.64
Jack Phillips & Associates	27.91		(1.19)	26.72
Latimer House, Inc.	7.98		(0.34)	7.64
Maximum Torque Specialties	13.95		(0.59)	13.36
Mendoza Food Store	29.90		(1.27)	28.63
Metropower, Inc	95.69		(4.06)	91.63
Power Merchandising Corp	139.55		(5.92)	133.63
Rickie Rod Hot Rod Shop	39.87		(1.69)	38.18

82.

	Payment	Recovery	State Recovery	Balance
RJ Tattoo Studio	3.18		(0.13)	3.05
Skoops	41.85		(1.77)	40.08
Specialty Inspections of WI	17.94		(0.76)	17.18
Taco El Borja	15.94		(0.67)	15.27
The Alamo of Delavan	27.91		(1.19)	26.72
Tommy's Discount Music LLC	2.00		(0.09)	1.91
Tower Gallery	19.93		(0.84)	19.09
Twin Spin	5.58		(0.24)	5.34
Valadez Furniture	7.98		(0.34)	7.64
City of Elkhorn - Pd 4/7/09 Ck #767021				
Digger Dan's Tattoo Parlor	90.29		(4.57)	85.72
Zandi's Family Restaurant	30.09		(1.52)	28.57
Portabella Grill	30.09		(1.52)	28.57
PJ Pack	30.09		(1.52)	28.57
Lakes Area Collision Center	30.09	(17.09)	(1.52)	11.48
Bergeson Enterprises	30.09		(1.52)	28.57
	240.74			
City of Lake Geneva - Pd 4/7/09 Ck #767022 & #767834				
1st Alliance Communications	50.61		(2.15)	48.46
American Express Financial Advisors Co.	2.50		(0.10)	2.40
Atelier Limited	44.75		(1.90)	42.85
Atrezano Nex	10.89		(0.47)	10.42
Century 21 Realty	35.55		(1.51)	34.04
China West Gems	141.37		(6.00)	135.37
Contours Express Fitness & Weight Loss Studio	70.26		(2.98)	67.28
Custom Services Plastics	222.07		(9.42)	212.65
Dr Noel Narut	71.10		(3.02)	68.08
Eric Meinel S&E Property Mgmt	9.62		(0.41)	9.21
Fidelity Mortgage Services	1.26		(0.06)	1.20
Fish Out of Water	3.34		(0.14)	3.20
Geneva Mortgage Group	63.57		(2.70)	60.87
In Motion Automotive	112.51		(4.78)	107.73
Lawrence House Bed & Breakfast	60.22		(2.55)	57.67
La Gustosa Pizza/Alfano Mgmt Group LLC	14.64		(0.62)	14.02
McDermott Design Group, Inc	11.71		(0.49)	11.22
Med Choice Labs LLC	35.13		(1.49)	33.64
Planet Extreme	19.24		(0.82)	18.42
R & B Bicycles & Access	48.09		(2.04)	46.05
Sheridan Springs Equipment	5.43		(0.23)	5.20
Shoreline Mortgage	25.93		(1.10)	24.83
Skin Deep LLC	81.98		(3.48)	78.50
Smoke 'N Time	37.23		(1.58)	35.65
Sovereign Press	19.24		(0.82)	18.42
TLC Home Improvements LLC	5.85		(0.25)	5.60
Walter Dale, Inc.	58.97		(2.50)	56.47
Walworth County Surveying & Mapping	155.16		(6.58)	148.58
Waterfront Gallery	0.42		(0.02)	0.40
Malt Bar & Dessert Lounge	10.89		(0.47)	10.42
Instant Classics	19.24		(0.82)	18.42
	4,836.89		(198.58)	4,380.48

AFSCME Local 1925

Tentative Agreements

1. Gender Reference (1.06) (Add new section)
 - 1.06 Gender Reference. Whenever the male gender is used in this Agreement, it shall apply equally to the female gender.

2. Application of Seniority (7.06)
 - 7.06 Application of Seniority. Seniority shall be followed in promotion, demotion, layoff, recall from layoff, shift preference, vacation and transfer where the employee is able to perform the work. If two or more employees are hired by the County on the same date, seniority of such employees shall be decided by tossing a coin. For employees hired by the County on the same date after January 1, 2010, seniority shall be determined by a drawing of names.

3. Work on Holiday (14.03)
 - 14.03 Work on Holiday. If an employee works on a holiday that he would normally have off, he shall be paid at the rate of double time, plus receive his holiday pay. All hours will default to holiday time banked; payout of hours must be requested. An employee may accumulate up to a maximum of eighty (80) holiday banked hours. When the holiday banked hours maximum is reached, any additional holidays shall be paid.

4. Out-of-County Premium (23.14)
 - 23.14 Out-of-County Premium. When employees are assigned to contracted work ~~in Waukesha or Milwaukee counties~~ outside of Walworth County, the employees shall be paid an additional \$0.50 per hour above their regular rate. [Note: This section is added to recognize additional safety concerns when employees are assigned to work in high traffic areas in these other counties.]

5. Damage or Breakage of Personal Effects (23.19) (Add new section)
 - 23.19 Damage or Breakage to Personal Effects. Employees who suffer damage or breakage to their personal effects while performing their duties shall receive repair or replacement by the County. Said repair or replacement shall be limited in value to no more than Seventy-Five Dollars (\$75.00).

6. Pay Schedules (Exhibit)

Pay Range CLASSIFICATION

4 Mechanic II
 ~~Welder~~

When an employee is assigned to welding/fabrication duties, the employee shall be paid at the Mechanic II rate.

When an employee is assigned to operate any of the following **HEAVY EQUIPMENT**, the employee shall be paid at the Machine Operator rate:

- End Loaders over 1-1/2 yards; Skid Steer Loader
- Graders; ~~Cruz-airs~~ Excavators; Bulldozers
- Chip Spreader
- Back Hoes ~~over 1-1/2 Yards~~
- 4 and 6-Wheel Drive Trucks (only during the seasonal period from November 1st through April 30th each year)
- Aerial lift bucket truck when assigned to operate the bucket

All other equipment will not require the machine operator's rate.

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME LOCAL 1925

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME Local 1925 Representative

AFSCME Locals 1925, 1925A, 1925B and 1925C

Coordinated Tentative Agreements

1. Pay Rate Advancement (9.01A)

9.01A Pay Rate Advancement. **

****1925 only:**

Advancement through the rate range shall be as follows: 6 months from Step A to B, B to C and C to D. Time is measured from the date the employee last received a step.

****1925A, 1925B and 1925C:**

Advancement through the rate range shall be as follows: 6 months from Step A to B or B to C; and 12 months from Step C to D, D to E, or E to F. Time is measured from the date the employee last received a step.

(Please note that the County will incorporate the above language and put "A," "B," etc. on top of the corresponding step on each pay schedule).

2. Earned Vacation (13.01)

13.01 Earned Vacation.

Anniversary

Years of Service

Beg. Anniv. Year 0

Beg. Anniv. Year 4

Beg. Anniv. Year 9

Beg. Anniv. Year ~~22~~ 19

3. Accrued Benefits (20.06)

20.06 Accrued Benefits. An employee on a leave of absence is required to apply accrued paid vacation, holiday and compensatory benefits and, in the case of employee medical leave, apply accrued paid sick leave. After the ninety (90) calendar day exclusion period for Long Term Disability, the employee may choose to use accrued benefits before any unpaid portion of the leave commences, except as otherwise provided under the State Family and Medical Leave law.

The requirement to use accrued benefits for a leave shall not cancel an employee's vacation request which had been approved prior to the leave request and which is scheduled subsequent to the leave period, regardless of the paid status of that

vacation period. However, an employee may request that the approved vacation period scheduled subsequent to the leave be canceled.

Employees on Military Leave, who are deployed pursuant to federal order, shall be entitled to accrue vacation benefits during the period of their deployment pursuant to Article XIII in the collective bargaining agreement.

4. Life Insurance (21.08)

21.08 Coverage - Eligibility. All regular full-time employees and all regular part-time employees regularly scheduled to work forty (40) hours or more per bi-weekly pay period shall, on the first month following thirty (30) calendar days of employment in the bargaining unit, be covered by a fifteen thousand dollar (\$15,000) term life insurance policy paid for by the County.

Employees covered under the life insurance plan shall be given the option of enrolling in the spouse/dependent life plan with the premium paid in full by the employee. Employees shall have the option, at their own expense, to purchase additional insurance for self, spouse or dependents, subject to the provisions of the plan document.

Benefits under this plan are as per plan description dated October 1, 2007 and attached hereto as Exhibit “?”.

5. Mail Order Co-Pays on Health Insurance Summary Sheet

*Please note: out of pocket costs for prescription drugs do not apply to your medical deductible.	Mail order option - 90 days for 2.5 co-pays for generic and brand on formulary. Mail order not available for brand not on formulary. <u>90 days for 3 co-pays for brand not on formulary.</u>
--	--

6. Duration – Two year Agreement (January 1, 2010 to December 31, 2011) with a re-opener for 2011 (no later than September 15, 2010) for wages, health insurance and life insurance only.

7. Wages – 1.75% increase effective January 1, 2010 (retroactive, and to include any red-circled employee)

1925A, 1925B and 1925C – 1.75% will be applied to each cell on the pay table

1925 – The Union requested, and the County agreed, that in lieu of an across-the-board percentage increase to each classification, an across-the-board cent per hour increase (using the weighted average) would be applied to each rate and classification. The Union acknowledges that this will result in compression to the rate schedule between the higher and lower rates.

8. Electronic Pay Advice

1925, 1925B and 1925C

23.07 Pay Day. Employees shall be paid every other week. All pay will be made by direct deposit into an employee's designated account. The County agrees to pay any charges imposed by an employee's financial institution as a result of a failure by the County to deposit the funds in the account designated by the employee.

A. Mandatory for employees hired after July 1, 2010 (voluntary for all employees hired prior to):

The method of distribution of a paycheck advice shall be via a secure E-mail on or before the date printed on the advice to the E-mail account designated by the employee. Under adverse circumstances, the Deputy County Administrator-Finance may temporarily authorize delivery of payroll advices by another means as long as delivery to the employee is by the date printed on the payroll advice. The E-mail designation shall be identified on a form provided by Finance-Benefits and this form shall be kept in the employee's payroll/benefits file. It is the employee's responsibility to notify the Finance-Benefits department of changes to their e-mail address.

1925A

EXHIBIT "?"

**MEMORANDUM OF UNDERSTANDING
ELECTRONIC PAY ADVICE
AFSCME LOCAL 1925A**

The County and representatives of AFSCME Local 1925A hereby agree to meet, during the term of this Agreement, in a good faith effort to negotiate the implementation of electronic pay advices and the placement of peripheral computer equipment to allow employees access to electronic pay advices.

Dated this _____ day of _____, 2010.

Walworth County

Walworth County
AFSCME Local 1925A

Labor/Employee Relations Director

90.

LHCC Administrator

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME

AFSCME Local 1925A

Tentative Agreements

1. Janitor II Hours (6.04) (Add new section)

6.04 Janitor II Hours. Janitor IIs shall not be scheduled for work on weekends and/or holidays.

2. Reductions in Force (RIF) – Bumping (7.05)

7.05 Reductions in Force (RIF) – Bumping. In the event it becomes necessary to reduce the number of employees, the probationary employees shall be the first to be laid off and then the employees with the least seniority. Employees laid off because of the reduction of force shall have their seniority status continue for a period equal to their seniority at the time of layoff, but in no case shall this period be less than one (1) year or more than three (3) years.

3. Seniority Defined (7.12)

7.12 Seniority Defined. Seniority shall be determined solely by the date of most recent hire, regardless of full-time or part-time status. If two (2) or more employees have the same date of hire, ~~a single flip of the coin shall determine seniority in such a situation~~ seniority shall be determined by a drawing of names.

4. Shift Differential (9.09)

9.09 Shift Differential. Employees working on the second (2nd) or third (3rd) shift shall receive twenty-five cents (\$0.25) per hour in addition to their regular salary. A shift differential of ten cents (\$0.10) per hour shall be paid for the ~~11:00~~ 11:30 a.m. to ~~7:30~~ 8:00 p.m. shift.

5. Pay Schedules (Exhibit)

Pay
Range CLASSIFICATION

6 Certified Nursing Asst
CNA/Clinic Assistant

6. Pay Schedules (Exhibit) (Staffing Coordinator rate)

In exchange for the Staffing Coordinator accepting the responsibility of scheduling the therapeutic recreation and business office employees (in addition to those departments already scheduled), a \$0.50 increase will be added to each step in the Staffing Coordinator pay range (range 11) before applying the 1.75% across-the-board increase on January 1, 2010.

7. Perfect Attendance Policy (15.07) (Add new section)

15.07 Perfect Attendance. An employee who utilizes zero sick leave usage (with the exception of FMLA time) during a designated period below will have 8 hours of sick time moved to their available vacation bank. This time must be used within one year, and an employee must have available sick time in their bank to transfer.

Timeframe

January 1st – June 30th

July 1st – December 31st

Transfer will take place

Last paycheck in July

Last paycheck in January

The first period that will be considered will be July 1, 2010 – December 31, 2010 and the transfer for those eligible will take place on the January 28, 2011 paycheck.

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME Local 1925A

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME Local 1925A Representative

EXHIBIT “?”

**MEMORANDUM OF UNDERSTANDING
STAFFING COMMITTEE
AFSCME LOCAL 1925A**

The administration of Lakeland Health Care Center and representatives of AFSCME Local 1925A hereby agree to meet, during the term of this Agreement, in an effort to discuss current staffing schedules and explore what other scheduling options there may be and how they would impact employees and Lakeland Health Care Center.

The committee shall be comprised of management and four (4) members/officers designated by Local 1925A.

Both parties agree that this is an exploratory committee and that the committee has no authority to change contractual provisions.

Dated this _____ day of _____, 2010.

Walworth County

Walworth County
AFSCME Local 1925A

Labor/Employee Relations Director

LHCC Administrator

AFSCME Locals 1925, 1925A, 1925B and 1925C

Coordinated Tentative Agreements

1. Pay Rate Advancement (9.01A)

9.01A Pay Rate Advancement. **

****1925 only:**

Advancement through the rate range shall be as follows: 6 months from Step A to B, B to C and C to D. Time is measured from the date the employee last received a step.

****1925A, 1925B and 1925C:**

Advancement through the rate range shall be as follows: 6 months from Step A to B or B to C; and 12 months from Step C to D, D to E, or E to F. Time is measured from the date the employee last received a step.

(Please note that the County will incorporate the above language and put "A," "B," etc. on top of the corresponding step on each pay schedule).

2. Earned Vacation (13.01)

13.01 Earned Vacation.

Anniversary

Years of Service

Beg. Anniv. Year 0

Beg. Anniv. Year 4

Beg. Anniv. Year 9

Beg. Anniv. Year ~~22~~ 19

3. Accrued Benefits (20.06)

20.06 Accrued Benefits. An employee on a leave of absence is required to apply accrued paid vacation, holiday and compensatory benefits and, in the case of employee medical leave, apply accrued paid sick leave. After the ninety (90) calendar day exclusion period for Long Term Disability, the employee may choose to use accrued benefits before any unpaid portion of the leave commences, except as otherwise provided under the State Family and Medical Leave law.

The requirement to use accrued benefits for a leave shall not cancel an employee's vacation request which had been approved prior to the leave request and which is scheduled subsequent to the leave period, regardless of the paid status of that

vacation period. However, an employee may request that the approved vacation period scheduled subsequent to the leave be canceled.

Employees on Military Leave, who are deployed pursuant to federal order, shall be entitled to accrue vacation benefits during the period of their deployment pursuant to Article XIII in the collective bargaining agreement.

4. Life Insurance (21.08)

21.08 Coverage - Eligibility. All regular full-time employees and all regular part-time employees regularly scheduled to work forty (40) hours or more per bi-weekly pay period shall, on the first month following thirty (30) calendar days of employment in the bargaining unit, be covered by a fifteen thousand dollar (\$15,000) term life insurance policy paid for by the County.

Employees covered under the life insurance plan shall be given the option of enrolling in the spouse/dependent life plan with the premium paid in full by the employee. Employees shall have the option, at their own expense, to purchase additional insurance for self, spouse or dependents, subject to the provisions of the plan document.

Benefits under this plan are as per plan description dated October 1, 2007 and attached hereto as Exhibit “?”.

5. Mail Order Co-Pays on Health Insurance Summary Sheet

*Please note: out of pocket costs for prescription drugs do not apply to your medical deductible.	Mail order option - 90 days for 2.5 co-pays for generic and brand on formulary. Mail order not available for brand not on formulary. <u>90 days for 3 co-pays for brand not on formulary.</u>
--	--

6. Duration – Two year Agreement (January 1, 2010 to December 31, 2011) with a re-opener for 2011 (no later than September 15, 2010) for wages, health insurance and life insurance only.

7. Wages – 1.75% increase effective January 1, 2010 (retroactive, and to include any red-circled employee)

1925A, 1925B and 1925C – 1.75% will be applied to each cell on the pay table

1925 – The Union requested, and the County agreed, that in lieu of an across-the-board percentage increase to each classification, an across-the-board cent per hour increase (using the weighted average) would be applied to each rate and classification. The Union acknowledges that this will result in compression to the rate schedule between the higher and lower rates.

8. Electronic Pay Advice

1925, 1925B and 1925C

23.07 Pay Day. Employees shall be paid every other week. All pay will be made by direct deposit into an employee's designated account. The County agrees to pay any charges imposed by an employee's financial institution as a result of a failure by the County to deposit the funds in the account designated by the employee.

A. Mandatory for employees hired after July 1, 2010 (voluntary for all employees hired prior to):

The method of distribution of a paycheck advice shall be via a secure E-mail on or before the date printed on the advice to the E-mail account designated by the employee. Under adverse circumstances, the Deputy County Administrator-Finance may temporarily authorize delivery of payroll advices by another means as long as delivery to the employee is by the date printed on the payroll advice. The E-mail designation shall be identified on a form provided by Finance-Benefits and this form shall be kept in the employee's payroll/benefits file. It is the employee's responsibility to notify the Finance-Benefits department of changes to their e-mail address.

1925A

EXHIBIT "?"

**MEMORANDUM OF UNDERSTANDING
ELECTRONIC PAY ADVICE
AFSCME LOCAL 1925A**

The County and representatives of AFSCME Local 1925A hereby agree to meet, during the term of this Agreement, in a good faith effort to negotiate the implementation of electronic pay advices and the placement of peripheral computer equipment to allow employees access to electronic pay advices.

Dated this _____ day of _____, 2010.

Walworth County

Walworth County
AFSCME Local 1925A

Labor/Employee Relations Director

LHCC Administrator

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME

AFSCME Local 1925B

Tentative Agreements

1. Union Bulletin Boards (5.01)

5.01 Union Bulletin Boards. The Union shall be allowed a Union Bulletin Board in the following locations which may be used for the posting of legitimate Union notices: Government Center - breakroom, Lakeland School, Law Enforcement Center, ~~Highway facility~~, Public Works, ~~Courthouse Annex East~~, Judicial Center, and Lakeland Health Care Center facility. Notices shall be signed by an officer of the Local Union.

2. Layoff (7.05) (Repeal and recreate section 7.05)

7.05 Reductions in Force (RIF) – Bumping. In the event it becomes necessary to reduce the number of employees, the least senior employees by classification and department shall be the first to be laid off. Employees laid off because of the reduction of force shall have their seniority status continue for a period of one (1) year.

1. Work Group Identification For purposes of this contract section, there shall be three (3) independent work groups as articulated in Exhibits “A” and “B” of the agreement:

- A. Office Support and Paraprofessional Group
- B. Service and Maintenance Group
- C. Law Enforcement Group

2. Special Notice Requirements. The employer agrees to notify the Union as soon as possible of pending reduction in force actions. The notice shall give the number of employees within job classification to be affected, the actual employees affected (if known), the date the RIF is to be implemented, and the reason for the RIF.

3. Notice to Employee. An affected employee shall be given written notice of layoff a minimum of 10 calendar days prior to the effective date of layoff and a copy of the notice shall be provided to the Union President. The employee may exercise seniority rights to bump the least senior by giving written notice to the Labor/Employee Relations Director within 7 days of the notification and provided the employee is capable and qualified to perform the job held by the bumped employee.

4. Bumping Rules.
- A. An employee who is notified of layoff and who does not provide notification of bumping rights within the time period specified above shall be placed on the recall list.
 - B. A senior employee may not exercise his/her bumping rights if the result would be an increase in the senior employee's FTE or pay range.
 - C. Bumping notification must be made in writing by the employee who desires to bump.
 - D. Employees exercising their bumping rights must pass the uniform qualification test(s) the County administers to new hires for that pay range/classification. If an employee is unable to pass the test for that pay range/classification, they may then go to their next option as outlined in "Bumping Priority" below.
 - E. Employees exercising their right to bump, and bump into a new classification, shall be on a sixty (60) day probationary period for purposes of training and adjustment. Employees who are unable to meet the needs of the position they bumped into, will then be placed on layoff status.
5. Bumping Priority (Service and Maintenance Group and Law Enforcement Group). When an employee has received a written notice of layoff, he may exercise seniority rights to bump a less senior employee. An employee must exhaust their options in their own work group at Level 1 before moving to Level 2, at Level 2 before moving to Level 3, and so on.

Level 1: Same Classification. A senior employee may bump a less senior employee in the same classification and same work group (regardless of shift) with the same or lesser FTE.

OR

Level 2: Same Pay Range. A senior employee may bump a less senior employee in another classification (regardless of shift) that is in the same pay range and work group with the same or lesser FTE provided the employee is capable and qualified to perform the job.

OR

Level 3: Lower Pay Range. A senior employee may bump a less senior employee in another classification (regardless of shift) that is in a lower pay range, but the same work group, with the same or lesser FTE provided the employee is capable and qualified to perform the job.

Level 4. Level 3 shall repeat at the next lower pay range until the least senior employee in the lowest pay range and same work group has been bumped.

Level 5. Should no options exist for the affected employee in levels one through four (1-4), the affected employee will be placed on layoff status.

6. Bumping Priority (Office Support and Paraprofessional Group). When an employee has received a written notice of layoff, he may exercise seniority rights to bump a less senior employee. An employee must exhaust their options in their own department at Level 1 before moving to Level 2, at Level 2 before moving to Level 3, and so on.

Level 1: Same Classification. A senior employee may bump a less senior employee in the same classification (regardless of shift) in their department with the same or lesser FTE.

OR

Level 2: Same Pay Range. A senior employee may bump a less senior employee in another classification (regardless of shift) in their department that is in the same pay range and work group with the same or lesser FTE provided the employee is capable and qualified to perform the job.

OR

Level 3: Lower Pay Range. A senior employee may bump a less senior employee in another classification (regardless of shift) in their department that is in a lower pay range, but the same work group, with the same or lesser FTE provided the employee is capable and qualified to perform the job.

Level 4. Level 3 shall repeat at the next lower pay range until the least senior employee in the lowest pay range, same work group and same department has been bumped.

Level 5. In the event that no options exist for levels one through four (1-4) in the department of the affected employee, then the affected employee may bump the least senior employee in the bargaining unit in the same classification. Should no options exist in the same classification throughout the bargaining unit, the affected employee will be placed on layoff status.

7. Layoff Conditions. The following shall apply to any employee on layoff status.
- A. Employees on layoff status shall keep the employer informed of current address and phone number.
 - B. The employer agrees to mail a copy of bargaining unit job postings to the employee on layoff by regular mail during the first year of layoff. The employee may obtain job posting information on other county job opportunities by calling the JOBS hotline at 741-3411 or logging in to the Walworth County web site:
<http://www.co.walworth.wi.us/>.
 - C. Vacant positions shall be posted pursuant to the terms of the agreement. If a position is not filled by posting, an employee on layoff shall be given recall notice.
 - D. An employee shall be recalled from layoff in the reverse order of layoff, providing they are capable and qualified to perform the job. Section 7.09 (c) of the agreement shall apply: "If he/she fails to notify the County within one (1) week of his/her intentions upon recall from layoff and does not report for work within two (2) weeks of recall (by certified, return receipt mail)... [employment shall be terminated.]"
 - E. Any employee bumped shall be offered all rights contained in this section.

3. Concurrent Probations (8.06A) (Add new subsection)

8.06A Concurrent Probations. An employee who is serving their initial probationary period (7.03) may post into a new position; however, the transfer probationary period (8.06) still applies. An employee who completes his transfer probationary period under 8.06 prior to completing the initial probationary period under 7.03 will also be required to complete the remainder of the initial probationary period under section 7.03.

However, in the event an employee transfers into a position that calls for a shorter initial probationary period (i.e. a Correctional Officer (12 months initial probation) transfers into a Clerk IV (6 months initial probation)), such probation shall be deemed complete once the totality of the employees service meets the threshold of the transferred positions initial probation.

4. Community Service/Electronic Monitoring Coordinator Standby Pay (9.13) (Add new section)

9.13 Community Service/Electronic Monitoring Coordinator Standby Pay. The Community Service/Electronic Monitoring Coordinator is required to carry continuously carry a cell phone to answer any calls regarding electronic monitoring. This position shall be paid two (2) hour of overtime per pay period to compensate for the carrying of the phone.

5. Compensatory Time Off (10.05)

10.05 Compensatory Time Off. Employees shall be allowed to accumulate not to exceed ~~forty (40)~~ sixty (60) compensatory time hours to be used as time off in lieu of pay for said overtime. Example: An employee who works sixteen (16) hours overtime will have a credit of Compensatory time equal to twenty-four (24) hours, based on time and one-half. Accrued compensatory time may be cashed-in for wages at the end of any period at the employee's option. Upon termination all accrued compensatory time shall be paid in a lump sum.

6. Holiday Pay – Eligibility (14.04)

14.04 Eligibility. To qualify for Holiday Pay, an employee must be present and working on his/her last scheduled workday preceding and the first scheduled workday following said holiday. If the employee is scheduled to work on a holiday, the employee must be present and working on the holiday to qualify for holiday pay. For purposes of this section, paid absences due to vacation, sick leave, or any other excused or authorized leave (including unpaid discipline) shall count as being present and working.

7. Pay Schedules (Exhibit)

Pay Range	CLASSIFICATION
Office Support and Paraprofessional Group	
5 (2)	Receptionist/Clerk <u>Account Clerk I</u>
13 (10)	PC Specialist <u>IT Support Specialist</u> Planning Technician
14 (11)	<u>Senior IT Support Specialist</u> Zoning Officer

8. Random Drug Testing (Add Part E in Section II Testing Circumstances)

E. Random

All employees in the Information Technology Department will be subject to unannounced random testing not to exceed 25% of each pool on an annual basis, or as the DOT requires. Selection for testing will be done by neutral criteria, which assures each employee in the pool has an equal, unbiased probability of being selected during any one testing draw.

9. Temporary Assignment – Higher Pay Range and/or Cross-Jurisdictional Work (9.07) (Add new section to Appendix 1 Facilities Management Provisions)

9.07 Temporary Assignment – Higher Pay Range and/or Cross-Jurisdictional Work. An employee temporarily assigned to a position in a higher pay range and/or assigned to a position through the cross-jurisdictional agreement shall be paid from the beginning of the assignment at the rate in the higher pay range providing the minimum increase in pay rate. Upon expiration of the temporary assignment the employee shall revert to his/her former rate.

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME Local 1925B

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME Local 1925B Representative

109.

AFSCME Locals 1925, 1925A, 1925B and 1925C

Coordinated Tentative Agreements

1. Pay Rate Advancement (9.01A)

9.01A Pay Rate Advancement. **

****1925 only:**

Advancement through the rate range shall be as follows: 6 months from Step A to B, B to C and C to D. Time is measured from the date the employee last received a step.

****1925A, 1925B and 1925C:**

Advancement through the rate range shall be as follows: 6 months from Step A to B or B to C; and 12 months from Step C to D, D to E, or E to F. Time is measured from the date the employee last received a step.

(Please note that the County will incorporate the above language and put "A," "B," etc. on top of the corresponding step on each pay schedule).

2. Earned Vacation (13.01)

13.01 Earned Vacation.

Anniversary

Years of Service

Beg. Anniv. Year 0

Beg. Anniv. Year 4

Beg. Anniv. Year 9

Beg. Anniv. Year ~~22~~ 19

3. Accrued Benefits (20.06)

20.06 Accrued Benefits. An employee on a leave of absence is required to apply accrued paid vacation, holiday and compensatory benefits and, in the case of employee medical leave, apply accrued paid sick leave. After the ninety (90) calendar day exclusion period for Long Term Disability, the employee may choose to use accrued benefits before any unpaid portion of the leave commences, except as otherwise provided under the State Family and Medical Leave law.

The requirement to use accrued benefits for a leave shall not cancel an employee's vacation request which had been approved prior to the leave request and which is scheduled subsequent to the leave period, regardless of the paid status of that

vacation period. However, an employee may request that the approved vacation period scheduled subsequent to the leave be canceled.

Employees on Military Leave, who are deployed pursuant to federal order, shall be entitled to accrue vacation benefits during the period of their deployment pursuant to Article XIII in the collective bargaining agreement.

4. Life Insurance (21.08)

21.08 Coverage - Eligibility. All regular full-time employees and all regular part-time employees regularly scheduled to work forty (40) hours or more per bi-weekly pay period shall, on the first month following thirty (30) calendar days of employment in the bargaining unit, be covered by a fifteen thousand dollar (\$15,000) term life insurance policy paid for by the County.

Employees covered under the life insurance plan shall be given the option of enrolling in the spouse/dependent life plan with the premium paid in full by the employee. Employees shall have the option, at their own expense, to purchase additional insurance for self, spouse or dependents, subject to the provisions of the plan document.

Benefits under this plan are as per plan description dated October 1, 2007 and attached hereto as Exhibit “?”.

5. Mail Order Co-Pays on Health Insurance Summary Sheet

*Please note: out of pocket costs for prescription drugs do not apply to your medical deductible.	Mail order option - 90 days for 2.5 co-pays for generic and brand on formulary. Mail order not available for brand not on formulary. <u>90 days for 3 co-pays for brand not on formulary.</u>
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6. Duration – Two year Agreement (January 1, 2010 to December 31, 2011) with a re-opener for 2011 (no later than September 15, 2010) for wages, health insurance and life insurance only.

7. Wages – 1.75% increase effective January 1, 2010 (retroactive, and to include any red-circled employee)

1925A, 1925B and 1925C – 1.75% will be applied to each cell on the pay table

1925 – The Union requested, and the County agreed, that in lieu of an across-the-board percentage increase to each classification, an across-the-board cent per hour increase (using the weighted average) would be applied to each rate and classification. The Union acknowledges that this will result in compression to the rate schedule between the higher and lower rates.

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1925, 1925B and 1925C

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A. Mandatory for employees hired after July 1, 2010 (voluntary for all employees hired prior to):

The method of distribution of a paycheck advice shall be via a secure E-mail on or before the date printed on the advice to the E-mail account designated by the employee. Under adverse circumstances, the Deputy County Administrator-Finance may temporarily authorize delivery of payroll advices by another means as long as delivery to the employee is by the date printed on the payroll advice. The E-mail designation shall be identified on a form provided by Finance-Benefits and this form shall be kept in the employee's payroll/benefits file. It is the employee's responsibility to notify the Finance-Benefits department of changes to their e-mail address.

1925A

EXHIBIT "?"

**MEMORANDUM OF UNDERSTANDING
ELECTRONIC PAY ADVICE
AFSCME LOCAL 1925A**

The County and representatives of AFSCME Local 1925A hereby agree to meet, during the term of this Agreement, in a good faith effort to negotiate the implementation of electronic pay advices and the placement of peripheral computer equipment to allow employees access to electronic pay advices.

Dated this _____ day of _____, 2010.

Walworth County

Walworth County
AFSCME Local 1925A

Labor/Employee Relations Director

112.

LHCC Administrator

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME

AFSCME Local 1925C

Tentative Agreements

1. Gender Reference (1.06) (Add new section)

1.06 Gender Reference. Whenever the male gender is used in this Agreement, it shall apply equally to the female gender.

2. Probationary Employee (7.03)

7.03 Probationary Employee.

A. Probationary Period. New employees shall be on a probationary status for six (6) months, however, such period shall be extended by mutual agreement for an additional thirty calendar days for individual employees as the need arises. Upon completion of the probationary period, seniority shall date from the first day worked in the bargaining unit and the employee shall receive vacation and sick leave benefits from their first day of hire. If two or more employees are hired on the same date (after ratification of the 2010-2011 agreement), a seniority-~~tie breaker~~ shall be determined ~~alphabetically in ascending order based on last name at the date of hire.~~ by a drawing of names.

B. Termination. Probationary employees (new employees) may be terminated at any time at the discretion of the County. Discharges during the initial probationary period shall not be subject to the grievance procedure.

C. Posting Opportunities. Probationary employees do not have the ability to post into a different position in the bargaining unit until completion of their initial probationary period.

3. Layoff (7.05)

7.05 Layoff. In the event it becomes necessary to reduce the number of employees, the probationary, limited term, or casual employees shall be the first laid off and then the employees with the least seniority. Employees laid off in the reduction in force shall have their seniority status continue for a period equal to their seniority, but in no event shall this period be less than one (1) year or more than three years.

4. Selection Process for Vacancies (8.10)

8.10 Selection Process for Vacancies. Prior to initiating the posting requisition, the immediate supervisor will review the vacant bargaining unit position to ensure

that the job requirements and disqualifications listed on the requisition accurately relate to the current duties of the position.

- A. The Human Resources Department, in coordination with the appointing authority, will develop selection methods which objectively measure the skills and abilities that are related to the duties of the vacant position. These selection methods may include any one, or combination, of the following: skills tests, written examinations, oral examinations, oral examination panels, and/or achievement history questionnaires. The selection methods and passing criteria will be made known to, and applied equally to, all eligible applicants.
- B. Only those bargaining unit applicants who meet the education and/or work experience requirements listed on the job posting will be allowed to participate in the selection method(s) applied to the position. Applicants allowed to participate in the selection methods will be provided a reasonable notice of the date and time when the selection methods will be administered.
- C. Any employee in a Clerk I, II, III or IV classification wishing to transfer to an equal or lesser Clerk position shall not be required to take the skills tests or examinations associated with the position.
- ED. Any concerns which arise concerning the job posting and selection process will be referred to the Health and Human Services Department's labor-management committee for resolution.

5. Temporary Assignment -- Higher Pay Range (9.07) (Out of Class Pay)

9.07 Temporary Assignment - Higher Pay Range. An employee temporarily assigned to a position in a higher pay range for ~~forty (40) consecutive~~ eight (8) hours or more shall be paid at the rate in the higher pay range providing the minimum increase in pay rate. Upon expiration of the temporary assignment the employee shall revert to his former rate.

6. Shift Differential (Crisis Intervention) (9.11A)

9.11A Shift Differential (Crisis Intervention). ~~A second shift is any shift beginning between 12:00 p.m. and 5:00 p.m., and a third shift is any shift beginning between 9:00 p.m. and 1:00 a.m.~~ A shift differential, in the amount of thirty-five cents (\$0.35) per hour, shall be paid for any crisis intervention shift beginning between 12:00 p.m. and 6:00 a.m.

~~Employees must work a minimum of 4 hours into the next shift for the premium to change. If a third shift employee works less than four hours into the first shift, they will remain eligible for the third shift premium, however, if they work more than four hours into the first shift, they do not receive the third shift premium for the first shift hours.~~

7. Pay Schedules (Exhibit)

Pay Range CLASSIFICATION

11 (9) Associate Nutrition Specialist
Client Billing Lead Wkr
Economic Support Spec
HS Worker II
Medical Records Lead Wkr
Lic Practical Nurse
LPN (Mental Health)

12 (10) ~~HS Wkr IV (Non-Certified AODA)~~

13 (11) ~~HS Wkr IV (Certified AODA)~~
ESS Leadworker
HS Worker IV (SAC-IT)

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME 1925C

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME Local 1925C Representative

LETTER OF UNDERSTANDING

RE: Reduction-in-Force and Bumping Procedures

Article VII of the agreement shall apply to the application of seniority, layoff and recall in general. Although the existing contract language does not refer to bumping rights, more detailed procedures on reduction in force, bumping and layoff are necessary to enable the parties to carryout their respective obligations under the collective bargaining agreement.

The parties hereby agree to the following specific procedures that shall apply to a reduction in force, employee decisions to bump, and layoff of less senior employees:

Notice Requirements. The employer agrees to notify the union as soon as possible of pending reduction-in-force actions. The notice shall give the number of employees within job classification to be affected, the date the action is to be implemented, and the reason for the reduction-in-force. Section 7.04 and section 7.05 shall apply to identifying those employees to be laid-off.

Notice to Employee. An affected employee shall be given written notice of layoff a minimum of 10 calendar days prior to the effective date of layoff and a copy of the notice shall be provided to the union president. The employee may exercise seniority rights to bump a less senior employee by giving written notice to Human Resources within 7 calendar days and provided the employee is capable and qualified to perform the job held by the less senior employee. The rules on bumping which follow shall apply.

Bumping Rules.

1. An employee who is given layoff notice and who does not exercise bumping rights in a timely manner shall be placed on the recall list.
2. A senior employee may not exercise his/her bumping right if the request would result in the employee increasing his/her FTE or pay range.
3. An employee is required to exercise bumping rights in writing.
4. If employees tie on seniority, a tie-breaker shall be determined ~~alphabetically in ascending order based on last name at the date of hire~~ by a drawing of names.
5. Employees exercising their bumping rights must pass the uniform qualification test(s) the County administers to new hires for that pay range/classification. However, an employee in a Clerk I, II, III or IV classification bumping to an equal or lesser Clerk position shall not be required to take the skills tests or examinations associated with the position. If an employee is unable to pass the test for that pay range/classification, they may then go to their next option as outlined in "Bumping Options" below.
6. Employees exercising their right to bump shall be on a sixty (60) day

probationary period for purposes of training and to become adjusted. This period may be extended for an additional thirty (30) days to allow for additional training. Employees who continue to be unable to meet the needs of the position they bumped into, will then be placed on layoff status.

Bumping Options. When an employee has received a written notice of layoff, he/she may exercise seniority rights to bump a less senior employee.

Option 1: Same Classification. A senior employee may bump a less senior employee in the same classification with the same or lesser FTE.

OR

Option 2: Same Pay Range. A senior employee may bump a less senior employee in another classification that is in the same pay range with the same or lesser FTE provided the employee is capable and qualified to perform the job.

OR

Option 3: Lower Pay Range. A senior employee may bump a less senior employee in another classification that is in a lower pay range with the same or lesser FTE provided the employee is capable and qualified to perform the job.

Layoff Conditions. The following shall apply to any employee on layoff status.

1. The employee on layoff status shall keep the employer informed of his/her current address and phone number.
2. The employer agrees to mail a copy of bargaining unit job postings to the employee on layoff by regular mail during the first year of layoff. The employee may obtain job posting information on other county job opportunities by calling the JOBS hotline at 262.741.3411 or logging on the Walworth County website at www.co.walworth.wi.us.
3. Vacant positions shall be posted pursuant to the terms of the agreement. If a position is not filled by posting, an employee on layoff shall be given recall notice.
4. An employee shall be recalled from layoff in the reverse order of layoff, providing they are capable and qualified to perform the job. Section 7.09 (C) of the agreement shall apply: "If he fails to notify the County within one week of his intentions upon recall from layoff and does not report for work within two (2) weeks of recall (by certified, return receipt mail)...[employment shall be terminated.]"

Dated this ___th day of _____, 2010.

FOR WALWORTH COUNTY

FOR THE UNION
AFSCME, AFL-CIO, LOCAL 1925C

EXHIBIT “?”

**MEMORANDUM OF UNDERSTANDING
USE OF LIMITED TERM EMPLOYEES (LTE’S)
AFSCME LOCAL 1925C**

The County agrees, on a non-precedential basis, to comply with the current provisions of the Walworth County Ordinances regarding the maximum length of service for limited term employees in Health & Human Services during the term of the 2010-2011 collective bargaining agreement.

Dated this _____ day of _____, 2010.

Walworth County

Walworth County
AFSCME Local 1925C

Labor/Employee Relations Director

Director – Health & Human Services

AFSCME Locals 1925, 1925A, 1925B and 1925C

Coordinated Tentative Agreements

1. Pay Rate Advancement (9.01A)

9.01A Pay Rate Advancement. **

****1925 only:**

Advancement through the rate range shall be as follows: 6 months from Step A to B, B to C and C to D. Time is measured from the date the employee last received a step.

****1925A, 1925B and 1925C:**

Advancement through the rate range shall be as follows: 6 months from Step A to B or B to C; and 12 months from Step C to D, D to E, or E to F. Time is measured from the date the employee last received a step.

(Please note that the County will incorporate the above language and put "A," "B," etc. on top of the corresponding step on each pay schedule).

2. Earned Vacation (13.01)

13.01 Earned Vacation.

Anniversary

Years of Service

Beg. Anniv. Year 0

Beg. Anniv. Year 4

Beg. Anniv. Year 9

Beg. Anniv. Year 22 19

3. Accrued Benefits (20.06)

20.06 Accrued Benefits. An employee on a leave of absence is required to apply accrued paid vacation, holiday and compensatory benefits and, in the case of employee medical leave, apply accrued paid sick leave. After the ninety (90) calendar day exclusion period for Long Term Disability, the employee may choose to use accrued benefits before any unpaid portion of the leave commences, except as otherwise provided under the State Family and Medical Leave law.

The requirement to use accrued benefits for a leave shall not cancel an employee's vacation request which had been approved prior to the leave request and which is scheduled subsequent to the leave period, regardless of the paid status of that

vacation period. However, an employee may request that the approved vacation period scheduled subsequent to the leave be canceled.

Employees on Military Leave, who are deployed pursuant to federal order, shall be entitled to accrue vacation benefits during the period of their deployment pursuant to Article XIII in the collective bargaining agreement.

4. Life Insurance (21.08)

21.08 Coverage - Eligibility. All regular full-time employees and all regular part-time employees regularly scheduled to work forty (40) hours or more per bi-weekly pay period shall, on the first month following thirty (30) calendar days of employment in the bargaining unit, be covered by a fifteen thousand dollar (\$15,000) term life insurance policy paid for by the County.

Employees covered under the life insurance plan shall be given the option of enrolling in the spouse/dependent life plan with the premium paid in full by the employee. Employees shall have the option, at their own expense, to purchase additional insurance for self, spouse or dependents, subject to the provisions of the plan document.

Benefits under this plan are as per plan description dated October 1, 2007 and attached hereto as Exhibit “?”.

5. Mail Order Co-Pays on Health Insurance Summary Sheet

*Please note: out of pocket costs for prescription drugs do not apply to your medical deductible.	Mail order option - 90 days for 2.5 co-pays for generic and brand on formulary. Mail order not available for brand not on formulary. 90 days for 3 co-pays for brand not on formulary.
--	---

6. Duration – Two year Agreement (January 1, 2010 to December 31, 2011) with a re-opener for 2011 (no later than September 15, 2010) for wages, health insurance and life insurance only.

7. Wages – 1.75% increase effective January 1, 2010 (retroactive, and to include any red-circled employee)

1925A, 1925B and 1925C – 1.75% will be applied to each cell on the pay table

1925 – The Union requested, and the County agreed, that in lieu of an across-the-board percentage increase to each classification, an across-the-board cent per hour increase (using the weighted average) would be applied to each rate and classification. The Union acknowledges that this will result in compression to the rate schedule between the higher and lower rates.

8. Electronic Pay Advice

1925, 1925B and 1925C

23.07 Pay Day. Employees shall be paid every other week. All pay will be made by direct deposit into an employee's designated account. The County agrees to pay any charges imposed by an employee's financial institution as a result of a failure by the County to deposit the funds in the account designated by the employee.

A. Mandatory for employees hired after July 1, 2010 (voluntary for all employees hired prior to):

The method of distribution of a paycheck advice shall be via a secure E-mail on or before the date printed on the advice to the E-mail account designated by the employee. Under adverse circumstances, the Deputy County Administrator-Finance may temporarily authorize delivery of payroll advices by another means as long as delivery to the employee is by the date printed on the payroll advice. The E-mail designation shall be identified on a form provided by Finance-Benefits and this form shall be kept in the employee's payroll/benefits file. It is the employee's responsibility to notify the Finance-Benefits department of changes to their e-mail address.

1925A

EXHIBIT “?”

**MEMORANDUM OF UNDERSTANDING
ELECTRONIC PAY ADVICE
AFSCME LOCAL 1925A**

The County and representatives of AFSCME Local 1925A hereby agree to meet, during the term of this Agreement, in a good faith effort to negotiate the implementation of electronic pay advices and the placement of peripheral computer equipment to allow employees access to electronic pay advices.

Dated this _____ day of _____, 2010.

Walworth County

Walworth County
AFSCME Local 1925A

Labor/Employee Relations Director

125.

LHCC Administrator

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

AFSCME

By: _____
Mark Vetter
County Labor Counsel

By: _____
John Maglio
Union Labor Counsel

By: _____
Suzi E. Hagstrom, SPHR, CLRS
Labor/Employee Relations Director

By: _____
AFSCME

Resolution No. 34-06/10

**Approving a Collective Bargaining Agreement By and Between Walworth County and the
Walworth County Children with Disabilities Education Board and Lakeland Education
Association for the Period of July 1, 2009 to June 30, 2011**

1 Moved/Sponsored by: Human Resources Committee and Children with Disabilities Education
2 Board
3

4 **WHEREAS**, representatives of county management and the Walworth County Children with
5 Disabilities Education Board and Lakeland Education Association (“Union”) bargaining
6 representatives have reached a tentative agreement on a two-year successor agreement to the
7 collective bargaining agreement which expired on June 30, 2009; and,
8

9 **WHEREAS**, the Human Resources Committee and Children With Disabilities Education Board
10 recommend ratification of the tentative agreement (“Agreement”), a copy of which is attached
11 hereto, for the contract period of July 1, 2009, through June 30, 2011.
12

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

16
17 _____
18 Nancy Russell Kimberly S. Bushey
19 County Board Chair County Clerk
20

21
22 Action Required: Majority _____ Two-thirds X Other _____
23

24 County Board Meeting Date: June 8, 2010

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

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

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

127.

Policy and Fiscal Note
Resolution No. 34-06/10

- I. **Title:** Approving a Collective Bargaining Agreement By and Between Walworth County and the Walworth County Children with Disabilities Education Board and Lakeland Education Association for the Period of July 1, 2009 to June 30, 2011
- II. **Purpose and Policy Impact Statement:** Adoption of this resolution will establish wage rates and conditions of employment with the Walworth County Children with Disabilities Education Board and Lakeland Education Association for a two-year period.

Notable provisions of the agreement are:

- Two-year Agreement (July 1, 2009 to June 30, 2011) with a re-opener for school year 2010-2011 (no later than October 4, 2010) for wages, health insurance and bumping rights only
- General wage increases of 1.75% for school year 2009-2010 (retroactive)
- Reopening of window for Early Retirement Health Insurance Incentive during contract period
- PI-34 schedule advancement and mentor compensation

III. **Budget and Fiscal Impact:** Complete details concerning the contract are set forth in the attachment. It is anticipated that sufficient funds have been included in the approved 2010 budget to pay costs attendant to this agreement.

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

Committee: Human Resources Meeting Date: June 1, 2010

Vote:

Committee: CDEB Meeting Date: May 19, 2010

Vote: 4 – 0

County Board Meeting Date: June 8, 2010

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

David A. Bretl Date
County Administrator/Corporation Counsel

Nicole Andersen Date
Deputy County Administrator - Finance

Lakeland Education Association

Tentative Agreements

1. Add new section (IV(E)(6)) regarding just cause discipline and representation.

ARTICLE IV - ASSOCIATION SECURITY

- E. Association rights in the workplace.

6. Employees shall comply with all provisions of this Agreement, county policies, procedures and all reasonable work rules. Employees may be disciplined for violation thereof, but only for just cause and in a fair and impartial manner.

WCCDEB will notify the employee prior to any disciplinary meeting so that the employee may contact the Association to arrange for representation, if desired.

2. Grievance Procedure – Initiation and Processing – Level Four (V(D)(4))

4. Level Four. If the matter is not resolved with the County Administrator, the Association may submit the grievance within 30 days to the Wisconsin Employment Relations Commission (WERC) for binding arbitration.

Within ten (10) working days from receipt of the step #3 appeal, the Union Representative and the Labor/Employee Relations Director (or their designated representatives) shall attempt to select an impartial staff arbitrator from the WERC. Should the parties be unable to agree on the selection of an impartial staff arbitrator, a panel of seven (7) WERC staff arbitrators shall be requested, and the County and the Union shall each alternatively strike one (1) name from said panel. The grieving party shall strike first, and the remaining person shall become the impartial arbitrator.

The impartial arbitrator shall, after hearing both sides of the issue, hand down his decision in writing. Such decision shall be final and binding on both parties to this Agreement, as defined by existing statutes. The arbitrator has no power to add to, subtract from, or modify any provisions of this agreement not brought forth before the final package. The cost of the impartial arbitrator shall be shared equally by the County and the Union.

3. Grievance Procedure – Miscellaneous (V(F)(3)) Incorporate as an appendix to the contract.

LAKELAND EDUCATION ASSOCIATION
GRIEVANCE FORM

Date: _____

Employee Name: _____

Title: _____ Work Location: _____

Employee's Supervisor***: _____ Union Rep.: _____

Date of Alleged Infraction: _____

Statement of Grievance:

Circumstances of Facts (Briefly, what happened?): _____

The Contention (What is the alleged violation? Article or Section of Contract which was violated, if any):

Request for Settlement (or corrective action desired):

Please review Article V of your contract and submit this form to your immediate supervisor***.

*** **Lakeland School Employees – Greg Kostechka**
District Employees – Suzanne Diestelmann

Attach additional pages if necessary.

4. PI-34 Schedule Advancement and Mentors (VI(D)(3-4))
3. PI-34 Schedule Advancement. Teachers who are under PI-34 licensure and who obtain renewal of their license through a Professional Development Plan (PDP) will be compensated with the equivalent of six (6) credits on the salary schedule for each PI-34 PDP cycle completed. If during their five (5) year PDP renewal they have taken 6 credits, and advanced at least one lane, they will not be given any additional credits towards advancement when the PDP is completed. College or university credits earned outside of the PDP shall be in addition to the six (6) credits. A Masters Degree must be obtained in order to advance to the M6 lane or beyond. These credits will be recorded by the district as PI-34 Credits. Under no circumstances will reimbursement under Article VI, paragraph E be given for these PI-34 credit advancements.
 4. PI-34 Mentors. WCCDEB shall create the job description, including qualifications and responsibilities of PI-34 mentors. Mentors shall be compensated with a stipend of three hundred dollars (\$300) per year. Selection of mentors shall be made by the Administration from qualified volunteers for a one (1) year period, unless renewed by mutual agreement. Mentors shall not be responsible for the evaluation of a mentee.
5. Compensation – Course Approval (VI(E)(2))
- a. Remove “old” rate and credits, leave current
 2. The WCCDEB will reimburse teachers for a maximum of six (6) approved credits at the actual cost tuition, not to exceed \$125 per credit. Beginning with the 2002-2003 school year, the WCCDEB will reimburse teachers for a maximum of nine (9) approved credits at the actual cost of tuition, not to exceed \$150 per credit. Reimbursement for credits is based on the school year, including summer school of the year just completed. Reimbursement will be made upon verification of credits taken after September 1st and February 1st of each school year.
6. Compensation – Insurance – Health Insurance Coverage and Eligibility (VI(G)(1))
1. **For calendar years 2007 and 2008:**

Health Insurance – Coverage and Eligibility. All regular full-time employees shall be eligible for their choice of the County’s Comprehensive Major Medical health insurance plan options as set forth below. The County shall pay a percentage of the premium

payment as outlined below on the policy covering the employee, their spouse, and their children as stipulated in said policy.

Plan	County Pays	Employee Pays
Narrow Network	100%	0%
Standard (Broad)	97%	3%
Extended Option 1	95%	5%
Extended Option 2	90%	10%

The employer shall pay fifty percent (50%) of the premium for part-time employees with a fifty percent (50%) or more yearly contract. Part-time employees with less than a fifty percent (50%) contract would not be covered under this section.

Effective January 1, 2009, the health insurance plan is changed as summarized on the schedule in Appendix E attached hereto and shall apply to all employees and former employees/retirees.

The monthly premium will be split between the county and the employee. Employee-paid premiums shall be paid on a pre-tax basis. The employee contribution can be reduced in two ways:

Health Risk Assessment (HRA) – The employee (and spouse, if a member of the Walworth County health plan) must complete a Health Risk Assessment (to be offered by the county annually).

Education Completion – The employee (and spouse, if a member of the Walworth County health plan) must complete the an education/counseling on their highest priority from the topics available.* area* from the HRA.

Year	Guaranteed County Contribution	Employee Contribution if no Reduction	Reduction for Completed HRA	Reduction for completed Education/Counseling	Potential Employee Contribution after Reductions
2009	88%	12%	-2%	-3%	7%

New Hires – New employees hired after the annual health risk assessments have been offered will automatically receive the reduced premium.

*In the event the HRA comes back with no recommendations for education/counseling, the employee a score of -20 to +25, the employee will automatically receive the full 5% reduction.

7. Compensation – Insurance – Life Insurance (VI(G)(2))

2. Life Insurance. Walworth County shall provide for term life insurance coverage at the rate of \$20,000 for full time employees and \$10,000 for part time employees. Individual members will purchase \$30,000 additional life insurance with payment being made by individuals. Benefits under this plan are as per plan description dated October 1, 2007 and attached hereto as Appendix "F".

**SCHEDULE OF BENEFITS
LIFE INSURANCE**

**Walworth County
Elkhorn, WI**

Group Effective Date: October 1, 2007

**Classification: 05) All Eligible Full-Time Lakeland Education Association
Employees**

Basic Life: \$50,000
Basic AD&D: \$50,000

Minimum Hour Requirement for Active Service: 100% of a full-time schedule

Eligibility Date: Date of Hire

**Classification: 02) All Eligible Part-Time Lakeland Education Association
Employees**

Basic Life: \$40,000
Basic AD&D: \$40,000

Minimum Hour Requirement for Active Service: 50% of a full-time schedule

Eligibility Date: Date of Hire

The amount of Basic Life and Basic AD&D Insurance reduces to 92% upon your attainment of age 70, reduces to 84% upon your attainment of age 71, reduces to 76% upon your attainment of age 72, reduces to 68% upon your attainment of age 73, reduces to 60% upon your attainment of age 74, reduces to 50% upon your attainment of age 75 and will terminate upon your retirement. Reductions will be made on the first day of the month which coincides with or follows the day you attain the specified age.

**If there is a discrepancy between the plan document and the summary, it is
the plan document that governs.**

8. Compensation – Retirement (VI(H))

a. Delete date

H. Retirement. ~~Effective July 1, 1995,~~ The WCCDEB agrees to contribute up to six and nine-tenths percent (6.9%) of the individual teacher’s gross salary to the Wisconsin Retirement System.

9. Compensation – Long Term Disability (VI(I))

a. Delete date

I. Long Term Disability. The WCCDEB shall provide, at no cost to the employee, a long-term disability insurance program. The program shall provide 90% of salary after a sixty (60) day qualifying period, along with other terms of the contract with the program carrier. ~~The effective date will be February 1, 1984.~~

10. Compensation – Miscellaneous (VI(M))

a. Increase pay commensurate to the percent per cell increase (1.75% for the 2009-2010 school year) applied to the salary schedule and clarify that it’s the district they are working in.

M. Miscellaneous Compensation. In addition to base salary, the WCCDEB shall pay compensation for additional job assignments if made and approved by the Administrator as prescribed herein. WCCDEB policies regarding these items will remain in effect.

<i>Miscellaneous Compensation</i>				
<u>Assignment</u>	2007-2008 <u>2009-2010</u> (1.75%)	2008-2009 <u>2010-2011</u>	<u>% of Base</u>	
Lunchroom duties Lunch detention duty (intermediate and secondary levels)	\$3.84 per student day		2.01% of base daily rate	
Lunch recess duty	\$5.60 per student day		2.93% of base daily rate	
Bus-loading duty	\$4.91 per student day		2.57% of base daily rate	

Substitute duty outside regular class schedule	\$30.48 per day for 2 periods in one day	15.96%
	\$45.74 per day for 3 periods in one day	23.94%
	\$60.98 per day for 4 periods in one day	31.92%
	\$76.22 per day for 5 periods in one day	39.90%
	\$91.46 per day for 6 periods in one day	47.88% of base daily rate
	Homebound instruction	\$19.07 per hour of instructional time
Special Olympics Director	\$584.39 per contract year for two people	1.61% of base annual salary
Student Council Advisor	\$217.79 per contract year	0.60% of base annual salary
Supervision of student activities on a non-contract day	\$38.12 per day	19.95% of base daily rate
Summer School	\$19.07 per hour	9.98% of base daily rate

The WCCDEB will pay for extra assignments for teachers outside of Lakeland School if requested by their administrator and approved by the WCCDEB Administrator. Every effort will be made to reimburse teachers on an equitable basis with teachers in the district where they are working.

11. Retiree Health Insurance (VI(N))
 - a. Retirement/Resignation Date (Retiree Health Insurance) – Remove date from retiree health insurance (VI(N)) section as this shouldn't relate to an employee's ability to receive the retiree health insurance. Make a new section (VII(I)) regarding retirement/resignation dates.

ARTICLE VI - COMPENSATION

N. Retiree Health Insurance.

Retiree Health Insurance for Employees Hired on or Before the Date of Ratification of the 2005-2007 Collective Bargaining Agreement. ~~An employee deciding to retire from employment shall submit their notice of retirement to the WCCDEB in writing by March 15th.~~ An employee who is at least age 57 and who has completed 20 years of service with WCCDEB shall receive employer-paid single health insurance coverage under the group plan for 5 years. The retiree may elect to continue family

coverage and shall be responsible for paying the difference between a single plan and a family plan. Any member insured under the plan is required to enroll in Medicare when first eligible to enroll. A member enrolled in Medicare shall remain insured under the plan with the same level of covered benefits as non-Medicare members. Upon death of a retiree within the first 5 years of retirement, the remainder of the 5-years of employer-paid premiums shall continue for the surviving spouse provided family coverage was maintained by the retiree.

ARTICLE VII – PROFESSIONAL EMPLOYMENT CONDITIONS

I. Notice of Retirement/Resignation. An employee deciding to retire/resign from employment shall submit their notice of retirement/resignation to the WCCDEB in writing by March 15th. The March 15th date may be waived by mutual agreement of WCCDEB and the Association.

b. Clarify the effective date and that you have to be eligible AND enrolled in the health plan to receive the payment (VI(N)).

Payment in Lieu of Retiree Health Insurance For Employees Hired After October 10, 2006. –the Date of Ratification of the 2005-2007 Collective Bargaining Agreement. The County shall make a one time lifetime contribution of \$3,000.00 to a post-employment health plan account established for each employee newly hired, who is eligible for, and is enrolled in, the County's health plan after the execution date of this Agreement immediately following completion of the new employee's probationary period.

12. Compensation – Payroll Periods (VI(P))

a. Remove the reference to the past school year with 27 pay periods and add electronic pay advice language.

P. Payroll Periods. The payroll schedule for the bargaining unit will normally be based on a 26 payment schedule with each payment equal to 1/26th of the annual salary. ~~Provided, however, that the 2006-2007 school year will be based upon a 27 payment schedule with each payment equal to 1/27th of the annual salary pursuant to the attached 2005-2006 and 2006-2007 payment schedules.~~

The method of distribution of a paycheck advice shall be via a secure E-mail on or before the date printed on the advice to the E-mail account designated by the employee. Under adverse circumstances, the Deputy County Administrator-Finance may

temporarily authorize delivery of payroll advices by another means as long as delivery to the employee is by the date printed on the payroll advice. The E-mail designation shall be identified on a form provided by Finance-Benefits and this form shall be kept in the employee's payroll/benefits file. It is the employee's responsibility to notify the Finance-Benefits department of changes to their e-mail address.

13. Compensation – Retroactivity (VI(Q))

a. Remove date and address retroactivity as a whole.

Q. Retroactivity will be paid for all active and retired teachers who retired during the term of the 2005–2007 collective bargaining agreement ~~but prior to the date of ratification~~. Retroactivity will not be paid for teachers who quit ~~prior to the date of ratification~~. Retired teacher is defined as one who upon leaving the employ of the County immediately began to receive a retirement or disability annuity from the Wisconsin Retirement System (WRS). Teachers who resigned to take a position with one of the 15 school districts in the County who participated in the Intergovernmental Agreement will not be considered a quit for purposes of this section. A Teacher who worked under a contract prior to its ratification, and who subsequently either resigns or is absorbed into a district before said ratification, shall receive retroactive pay.

14. Professional Employment Conditions – Dismissal or Non-Renewal of Contract (VII(E)(2))

a. Add “and” between the statute numbers

2. A teacher who has been notified of a recommendation for dismissal or non-renewal of contract may process this as per §118.22 (2) and (3), Wisconsin Statutes.

15. Seniority Tie-Breaker – add new section (VII(J)) to address how seniority is determined when more than one person is hired on the same date.

J. Seniority Tie-Breaker. In the event that two (2) or more employees begin employment on the same day, the seniority of those persons shall be determined by the last four digits of each employee's Social Security number. The employee whose last four digits constitute the highest number shall be the employee with the most seniority in descending order:

Example: Employee #1: xxx-xx-5000
Employee #2: xxx-xx-4000
Employee #3: xxx-xx-4010

Employee #1 would have the most seniority as the last four (4) digits constitute the number five thousand (5,000). Employee #3 would have the second most seniority as the last four digits constitute the number four thousand and ten (4,010). Employee #2 would have the least seniority as the last four (4) digits constitute the number four thousand (4,000).

16. School calendar(s). Use Lakeland as the ruling calendar, and only if the Lakeland calendar increases will compensation be adjusted (VII(C)(¶ 4)).

ARTICLE VIII – WORKING CONDITIONS

C. Work Day.

If ~~a district or~~ Lakeland sSchool increases ~~or decreases~~ the number of actual teacher workdays (as provided in B), teachers affected by the change in workdays will have their compensation increased ~~or decreased~~ accordingly on a pro-rata daily basis from the WCCDEB salary schedule. Actual workdays are defined as student contact, in-service, records, etc., excluding holidays, non-paid convention, etc.

17. Teacher Contracts – Savings Clause (XI(C))

a. Fix spelling/grammatical mistakes

C. Savings Clause. If any sections of this agreement or any addenda ~~there to~~ thereto should be held invalid by operation of law or by any tribunal ~~or of~~ of competent jurisdiction or if compliance with or enforcement of any sections or addenda should be restrained by such tribunal, the remainder of this agreement and addenda thereto shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such (invalid) section(s).

18. Strike Appendix F on PI-34 Committee.

APPENDIX F

LETTER OF AGREEMENT

Re: Salary Schedule and Teacher Licensing

~~This side letter will be in effect for the term of the 2007-2009 collective bargaining agreement.~~

- ~~1. The Union and County agree to establish a joint labor management committee to study and identify options related to implementation of Wis. Admin. Code PI 34 related to teacher licensing. Both parties reserve their respective collective~~

~~bargaining rights to agree or to disagree in regard to any potential changes in the collective bargaining agreement related to PI 34.~~

~~2. A revised salary schedule as attached hereto is agreed to for 2007-2008 and 2008-2009.~~

19. Reopen the "Early Retirement Health Insurance Incentive" window for the term of the collective bargaining agreement.
- A.1 The County agrees to reopen this option for two additional opportunities during the term of the ~~2007-2009~~ 2009-2011 contract.

To be eligible in the first year (~~2007-2008~~) (2009-2010) of the contract, a teacher:

- (1) must be an employee during the ~~2007-2008~~ 2009-2010 school year;
- (2) be age 55 or older, with 15 continuous years of service with WCCDEB no later than June 30, ~~2008~~ 2010;
- (3) notice must be given in writing by ~~July 11, 2008~~ June 11, 2010 of the eligible employees' irrevocable decision to voluntarily retire at the end of the ~~2007-2008~~ 2009-2010 school year (all necessary paperwork to be completed by that date); and
- (4) eligible employees, who give timely notice of voluntary retirement as described above, will be immediately eligible for the normal early retirement benefit of five (5) years single health insurance coverage paid for by the County. The employee will be required to pay the normal monthly employee portion of the premium then in effect.

To be eligible in the second year (2010-2011) of the contract, a teacher:

- (1) must be an employee during the ~~2008-2009~~ 2010-2011 school year;
- (2) be age 55 or older, with 15 continuous years of service with WCCDEB no later than June 30, ~~2009~~ 2011;
- (3) notice must be given in writing by February 1, ~~2009~~ 2011 of the eligible employees' irrevocable decision to voluntarily retire at the end of the ~~2008-2009~~ 2010-2011 school year (all necessary paperwork to be completed by that date); and
- (4) eligible employees, who give timely notice of voluntary retirement as described above, will be immediately eligible for the normal early retirement benefit of five (5) years single health insurance coverage paid for by the County. The employee will be required to pay the normal monthly employee portion of the premium then in effect.

20. Duration – Two year Agreement (July 1, 2009 to June 30, 2011) with a re-opener for school year 2010-2011 (no later than October 4, 2010) for wages, health insurance and bumping rights only.
21. Wages – 1.75% per cell increase effective the 2009-2010 Salary Schedule (retroactive)

Dated _____, 2010 in the City of Elkhorn, County of Walworth, State of Wisconsin.

WALWORTH COUNTY

LAKELAND EDUCATION ASSOCIATION

By: _____
Mark Vetter
County Labor Counsel

By: _____
Sue Cameron
SLEU Representative

By: _____
Suzi E. Hagstrom, SPHR
Labor/Employee Relations Director

By: _____
Vicki Blakeslee
LEA Bargaining Representative

Policy and Fiscal Note
Resolution No. 35 – 06/10

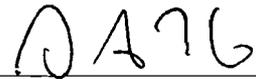
- I. Title:** Approving a Third Revised Amendment to the Employment Contract of Michael Cotter for Performing the Duties of Deputy Corporation Counsel
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to extend the amended portion of the employment contract by and between the County and Cotter. Cotter's duties will continue to be primarily administrative within the Corporation Counsel office. This resolution extends Cotter's contract as Deputy Corporation Counsel to November 30, 2010.
- III. Budget and Fiscal Impact:** Cotter will receive the same amount of pay for Deputy Corporation Counsel duties (the equivalent of \$17,000 annually). Adequate funds have been included for this expense in the 2010 budget.
- IV. Referred to the following standing committees for consideration and date of referral:**

Committee: Human Resources Meeting Date: May 19, 2010

Vote: 4 – 0

County Board Meeting Date: June 8, 2010

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

 5/27/2010

Date
David A. Bretl
County Administrator/Corporation Counsel

 5/27/10

Date
Nicole Andersen
Deputy County Administrator – Finance

