



April 21, 2015 – Walworth County Board of Supervisors

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

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

County Clerk

Kimberly S. Bushey  
County Clerk

- Resolution No. 08-04/15 – Approving a Contract Settlement Agreement by and Between Walworth County and the Deputy Sheriff's Association for the Period of January 1, 2015 to December 31, 2015 – *Vote Required: Majority* (The Human Resources Committee will consider this item at a special meeting prior to the April 21, 2015 County Board meeting.)
- Notice of Receiver's Motions for Entry of an Order Approving Sixth Extension of Financing Agreement... - B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC, Lake Mills Blacktop, Inc. – To: Creditors and Parties-In-Interest (To be referred to the Executive Committee)
- Correspondence from Geneva Lake Conservancy in regard to the facilitation of a White River Park Bridge Donation – To be placed on file
- *Walworth County Aging & Disability Resource Center News*, April 2015 – To be placed on file

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

100 W. Walworth  
PO Box 1001  
Elkhorn, WI 53121  
262.741.4241 tel  
262.741.4287 fax



**Policy and Fiscal Note**  
**Resolution No. 08-04/15**

- I. Title:** Approving a Contract Settlement Agreement by and between Walworth County and the Deputy Sheriffs Association for the Period of January 1, 2015 to December 31, 2015
- II. Purpose and Policy Impact Statement:** Adoption of this resolution will establish wage rates and conditions of employment with the Deputy Sheriffs Association for a one-year period.
- III. Budget and Fiscal Impact:** The proposed agreement calls for a two percent (2%) wage increase. The annual cost in 2015 for this increase is approximately \$91,000. Sufficient funds have already been included in the 2015 budget to cover this wage increase.
- IV. Referred to the following standing committees for consideration and date of referral:**

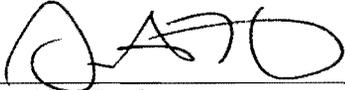
Committee: Human Resources

Meeting Date: April 21, 2015

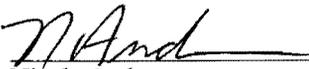
Vote:

County Board Meeting Date: April 21, 2015

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

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

4/14/15  
Date

  
\_\_\_\_\_  
Nicole Andersen  
Deputy County Administrator – Finance

4/16/15  
Date

**WALWORTH COUNTY  
2015 DEPUTY SHERIFF NEGOTIATIONS**

**TERMS OF TENTATIVE 2015 CONTRACT SETTLEMENT**

1. ARTICLE VI – HOURS OF WORK.

Revise Section 6.07 – Training as follows:

- A. The employer recognizes the importance of employee training and development. The employer will, as funds permit, make training available to all employees. Training will be scheduled, whenever possible, during the employee's regular work schedule which may require a switch in shift times.
- B. All employees must complete training required by law for certification as a law enforcement officer. The county shall provide a list of all potential mandatory training by June 1<sup>st</sup> of each year. Training completed each training-and-standards year shall be credited to the employee's annual training-for-certification requirement, as approved by management. Hours spent in training-for-certification outside of the employee's regular work schedule shall be paid at straight time or straight-time compensatory time regardless of other hours worked during that day.
- C. When an employee is ~~assigned to mandatory~~ approved or required to attend training outside of the County, time in training inclusive of meal periods shall be included as hours worked and any hours in excess of the employee's regular ~~workday length of shift~~ regularly scheduled workday shall be paid at time and one-half. If training covers only part of the shift on the employee's regularly scheduled workday, the employee is required to return to duty, unless excused by command staff, because return to work would be for only de minimus time. Travel time that extends the employee's work day beyond the employee's regular length of shift (excluding normal home to work and work to home commute time) shall be paid at ~~straight~~ time and one-half.
- D. After completion of the training-for-certification requirement, any additional training assigned during regular working hours shall be paid as part of the employee's salary payment.
- E. After completion of the training-for-certification requirement, any additional time spent in ~~assigned (mandatory)~~ approved or required by the County and ~~falling outside in excess of regular working hours~~ the employee's regular length of shift, or falling on a day that the employee would not be regularly scheduled to work, is hours worked and subject to overtime pay. ~~However, any time spent in voluntary training outside of regular working hours shall be paid at straight time or straight-time compensatory time.~~

1. ~~Voluntary training is defined as training that the employee volunteers to attend for personal growth and development. This type of training is not required by the County or required to maintain certification as a law enforcement officer. This training may be required to maintain membership on a specialized team (i.e. SWAT, dive, K9, crash unit, bike unit, etc.) however, membership on these specialized teams is not a requirement of maintaining the law enforcement officer certification or continued County employment, unless continued membership on the specialized team is mandated by the county.~~

2. ARTICLE VIII -- HOLIDAYS.

Revise Section 8.04 as follows:

Holiday Pay.

(A). The employee shall, in addition to the regular pay for the time worked, bank eight (8) hours at the rate of one and one half (1 ½) times the regular hourly rate for the time worked on a holiday only under the following circumstances:

1. ~~A.~~ Working an assigned shift
2. ~~B.~~ Called-in from off-duty
3. ~~C.~~ Alpine Valley Music Theatre

(B). On or before June 1, 2014, an employee may bank up to a maximum of 120 hours of holiday pay, which may be carried over from year to year. An employee may request to have some or all of these hours paid out at any time.

(C). Anything over eight (8) hours worked does not get additional holiday banked on it, and the employee may elect to be paid for the holiday, except as provided in Section 8.04(D) below. An employee not working on a holiday, or an employee working voluntary overtime for reasons other than set forth above, shall bank eight (8) hours of pay for each holiday, except as provided in Section 8.04(D) below.

(D). For employees whose regular length of shift exceeds eight hours, holiday pay shall accrue based on the employee's regularly scheduled hours effective January 1, 2015.

3. ARTICLE XI – SICK LEAVE.

Revise Section 11.04 as follows:

Maximum Leave. A period of not more than ~~two (2) years~~ one year of non-FMLA leave shall be granted as an unpaid leave of absence due to personal illness, or for disability due to accident, provided a doctor's certificate is furnished from time to time to substantiate the need for continuing the leave.

Additional time may be extended in such cases by mutual consent of the Union and the County if a legitimate return date is established by the treating physician.

4. ARTICLE XI – SICK LEAVE.

Revise Section 11.07 as follows:

Worker’s Compensation. When an employee must be absent due to an injury which is compensable under worker’s compensation statutes the employee will be paid his/her regular wages for the day of injury and the next three (3) calendar days of disability immediately following the date of injury; and, beginning with the fourth calendar day of disability, a salary supplement equal to the difference between the employee’s normal full-time net (“after-tax”) salary and the temporary disability payment under worker’s compensation. The salary supplement is limited to a period of twelve (12) months from the date of injury. While an employee is receiving the salary supplement, the employee will continue to accrue benefit time (sick leave, holiday pay and vacation). The time covered by this provision shall not be charged against sick leave.

Remainder Status Quo.

5. ARTICLE XII – LEAVES OF ABSENCE.

Revise Section 12.04 (A) as follows:

Types of Leave Defined.

- A. Employee Medical or Family Medical. Employee Medical leave shall be granted for up to ~~two (2) years~~ one year of non-FMLA leave when an employee is unable to perform the functions of their position. Family Medical leave for certain family members may be granted for up to twelve (12) weeks, as provided under Federal and State Family and Medical Leave laws.

Remainder Status Quo.

6. ARTICLE XX -- DURATION.

Revise Section 20.01 as follows:

20.01 Duration. The Agreement shall become effective January 1, ~~2014~~ 2015, and shall continue in effect through December 31, ~~2014~~ 2015, and shall be renewed from year to year after December 31, ~~2014~~ 2015, until such time as either party gives written notice to the other party to terminate or amend such agreement on or before September 1 of the preceding year. No provision of this contract shall continue unless otherwise required by law.

7. ARTICLE IX – WAGES AND SCHEDULE “A”. Provide the following wage increase:

Effective January 1, 2015 a 2.0% across-the-board increase in base wage.

8. Side Letter Re. Proposed Schedule Change. See attached.
9. Housekeeping. In Section 9.03 change the reference to “Finance-Benefits” to “Human Resources” in two places.
10. Implementation. The modifications to Section 6.07 shall take effect on the 1<sup>st</sup> of the month following ratification by both parties and are not retroactive.

## SIDE LETTER OF AGREEMENT

During the course of negotiations for the 2015 collective bargaining agreement, the Association raised the issue of changing from the current schedule to a 5-3 5-3 rotation for patrol. The parties discussed the proposed schedule change and agreed that it would take the County a substantial period of time to evaluate the impact of the proposed schedule change.

Rather than delay negotiations, the County is willing to enter into a one year agreement for 2015 and review the proposed schedule change over the course of the year. The County will be prepared to bargain over the proposed schedule change during the next round of negotiations.

The Association recognizes that the County's willingness to bargain over this issue does not require the County to agree to the schedule change.

RECEIVED  
WALWORTH COUNTY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

2015 APR 17 AM 9:19

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

In re:

AMON LAND COMPANY, LLC,

Case No.: 13-CV-364

Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

**NOTICE OF RECEIVER'S MOTIONS FOR ENTRY OF AN ORDER APPROVING SIXTH EXTENSION OF FINANCING AGREEMENT, ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND FINAL ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, FOR ENTRY OF AN ORDER EXTENDING TIME FOR THE RECEIVER TO FILE THE SETTLEMENT OF RECEIVER'S ACCOUNTS AND TO APPROVE THE SALE OF CERTAIN ASSETS TO S.T. EVENIGNASIAK, LLC, WITH ALL LIENS, CLAIMS AND ENCUMBRANCES ATTACHING TO THE PROCEEDS OF SALE**

TO: CREDITORS AND PARTIES-IN-INTEREST

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the following Motions with the Court herein (the "Motions").

- 1) RECEIVER'S MOTION FOR ENTRY OF AN ORDER APPROVING SIXTH EXTENSION OF FINANCING AGREEMENT, ORDER AUTHORIZING RECEIVER TO BORROW FUNDS

OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS, AND FINAL ORDER AUTHORIZING RECEIVER TO BORROW FUNDS OR USE CASH COLLATERAL AND TO GRANT ADDITIONAL LIENS AND SECURITY INTERESTS

- 2) RECEIVER'S MOTION FOR ENTRY OF AN ORDER EXTENDING TIME FOR THE RECEIVER TO FILE THE SETTLEMENT OF RECEIVER'S ACCOUNTS
- 3) RECEIVER'S MOTION TO APPROVE THE SALE OF CERTAIN ASSETS TO S.T. EVENIGNASIAK, LLC, WITH ALL LIENS, CLAIMS AND ENCUMBRANCES ATTACHING TO THE PROCEEDS OF SALE

Because the Motions are lengthy and the cost of mailing copies to creditors and interested parties would be excessive, the Receiver has not included copies herewith. However, copies of the Motions are available from the Clerk of Court, Walworth County Judicial Center, 1800 Cty Tk NN Elkhorn, WI 53121, Phone: 262-741-7012, the Receiver (contact information below) and the Attorney for the Receiver (contact information below).

#### **HEARING ON MOTIONS**

A hearing will be held on the Motions before the Honorable Phillip A. Koss at the address set forth below on April 29, 2015 at 10:00 a.m.

#### **OBJECTIONS**

If you want to file an Objection to any of the Motions, you or your attorney must:

- **File a written Objection on or before April 27, 2015 explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss  
Walworth County Judicial Center  
1800 Cty Tk NN  
Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

Ronald M. Carlson, Esq.  
Wis.Stats. Chapter 128 Receiver  
Forseti Consulting, LLC

N35 W23877 Highfield Court, Suite 100B  
Pewaukee, WI 53072  
rc@forseticonsulting.com

and

Attorney Ryan T. Carlson  
R. Carlson Law Offices, LLC  
N35 W23877 Highfield Court, Suite 100B  
Pewaukee, WI 53072  
ryan@rcarlsonlaw.com

- **Appear and explain your position at the hearing which will be held on the Motions.**

If you or your attorney do not take these steps, the Motions will likely be approved by the Court.

Dated at Pewaukee, Wisconsin, this 14<sup>th</sup> day of April, 2015.

Attorney for Receiver



By: Ryan T. Carlson  
State Bar No. 1081395

R. Carlson Law Offices, LLC  
N35 W23877 Highfield Court, Suite 100B  
Pewaukee, WI 53072  
Tel: 262-857-2121  
ryan@rcarlsonlaw.com

Ronald M. Carlson, Esq.  
Wis. Stats. Chap. 128 Receiver  
Forseti Consulting, LLC  
N35 W23877 Highfield Court, Suite 100B  
Pewaukee, WI 53072  
Tel: 262-857-2121  
rc@forseticonsulting.com



# Geneva Lake Conservancy

**“PROTECTING THE ENVIRONMENTAL CHARACTER OF THE GENEVA LAKES AREA.”**

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P.O. Box 588 • 398 Mill Street • Fontana, WI 53125  
Phone (262) 275-5700 • Fax (262) 275-0579  
Email [GLC@GenevaLakeConservancy.org](mailto:GLC@GenevaLakeConservancy.org)  
[www.GenevaLakeConservancy.org](http://www.GenevaLakeConservancy.org)

**BOARD OF DIRECTORS**

Charles L. Colman, Chairman

John D. Cobb

**April 13, 2015**

Wendy Perks Fisher

**Walworth County Board of Supervisors**

Merilee M. Holst

**100 W Walworth Street**

Donald S. Huml

**Elkhorn, WI 53121**

Dennis E. Jordan

**ATT: Kevin Brunner**

Susan Kiner

**RE: White River County Park  
Bridge Project**

Robert W. Klockars

Joseph F. Madonia

**Dear Chairperson Russell and members of the Walworth County Board of Supervisors,**

John K. Notz, Jr.

Donald J. Parker, Jr.

**The Geneva Lake Conservancy, on behalf of the Wagner Foundation, The Wagner-Essman Foundation, and the O'Neill Foundation Inc., requests approval to provide a bridge over the White River in White River County Park.**

Dawn Ripkey

Peter J. Scherrer

**We are excited to be in a position to facilitate this donation and further the sound development of this fabulous park for all to enjoy.**

Sarah Schuster

**PAST CHAIRMEN**

**Respectfully,**

John Anderson

John "Skip" Ballje

**Charles L. Colman  
Chairman  
Geneva Lake Conservancy, Inc.**

Norman Barry

Charles L. Colman

Charles Ebeling

Grace Eckland

Grace L. Hanny

Robert W. Klockars

William Turner

Kevin Waldeck

David Weinberg

Robert Youngquist