

ROCK COUNTY, WISCONSIN



Board of Supervisors
51 S. Main Street
Janesville, WI 53545
Phone: 608/757-5510
FAX: 608/757-5511
www.co.rock.wi.us

**ROCK COUNTY BOARD OF SUPERVISORS' MEETING
THURSDAY, FEBRUARY 22, 2018 – 6:00 P.M.**

**AMENDED:
2/21/18**

**COUNTY BOARD ROOM/COURTROOM H
FOURTH FLOOR/COURTHOUSE EAST**

Agenda

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES - February 8, 2018
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. **Appointment to the Airport Planning Ad Hoc Advisory Committee**
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. Recognizing Terri Graham for Service to Rock County
 - B. Recognizing Sheila JaDou
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
 - A. Community Agency Initiatives
12. NEW BUSINESS
 - A. Supplementary Appropriations and Budget Changes - Roll Call
 - 1) Retaining Giles Engineering & Associates, Inc. for Image Scanning, Core Sampling, Testing and Concrete Analysis of the East Parking Structure and Amending the 2018 Facilities Management Capital Budget
 - 2) Amend Budget for Courthouse Security – Phase 1 to Upgrade Card Readers
 - 3) Carryover of 2017 Budget Appropriations to 2018

ROCK COUNTY BOARD OF SUPERVISORS

FEBRUARY 22, 2018

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11. NEW BUSINESS

- B. Contracts – Roll Call
 - 1) Authorizing Purchase of 2018 Budgeted Computers
 - 2) Approval of Contract for OPEB Actuarial Services
 - 3) Awarding Bid for the C-Unit Jail Showers Remodeling
 - 4) Approval of Airport Restaurant Lease

- C. Resolution Extending an Intergovernmental Agreement between the City of Beloit, the County of Rock and the Ho-Chunk Nation

- D. To Ratify the 2018-2019 Labor Agreement between Rock County and Deputy Sheriff's Association

- E. Authorizing Corporation Counsel to File for Party Status on Behalf of Rock County in Case No. 18 CV 40, in RE the Matter of: the Incorporation of a Portion of Lands Comprising the Town of Beloit

- F. In Support of Reforming Wisconsin's Eminent Domain Laws

- G. Adopting Goals for Energy Conservation and Energy Independence

13. ADJOURNMENT

**APPOINTMENT TO THE AIRPORT PLANNING AD HOC ADVISORY
COMMITTEE**

POSITION: Member of the Airport Planning Ad Hoc Advisory Committee

AUTHORITY: County Board Resolution 17-12A-428

TERM: Will Dissolve upon Submission of a Report to the County
Board of Supervisors

PER DIEM: For County Board Supervisors Only
(Per Board Rule IV.J.)

CONFIRMATION: Yes, by County Board of Supervisors

APPOINTMENT Aimee Thurner
Executive Director
Greater Beloit Chamber of Commerce
635 Third Street
Beloit, WI 53511

EFFECTIVE DATE: February 22, 2018

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Board of Health
INITIATED BY

Marie-Noel Sandoval
DRAFTED BY



Board of Health
SUBMITTED BY

01/29/2018
DATE DRAFTED

RECOGNIZING TERRI GRAHAM FOR SERVICE TO ROCK COUNTY

1 **WHEREAS**, Terri has provided services to Rock County citizens for 29 years; and,
 2
 3 **WHEREAS**, Terri Graham began her career with Rock County as an Administrative Assistant for the
 4 Health Care Center on February 14, 1989; and
 5
 6 **WHEREAS**, Terri moved to the position of Health Aide for Public Health on June 9, 2003 and the
 7 position was reclassified to a Public Health Support Specialist on January 1, 2011, where she diligently
 8 served in that role until her retirement on March 1, 2018; and,
 9
 10 **WHEREAS**, Terri has made countless contributions during her tenure with Rock County. Along with
 11 her staff support duties, she has managed the vaccine supply inventory, ensuring adequate and properly
 12 handled and stored vaccine. Her dedication to Public Health has been vital to the Department for many
 13 years.
 14
 15 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
 16 on this _____ day of _____ 2018, does hereby thank Terri Graham for her
 17 dedication and contributions to the citizens of Rock County.

Respectfully submitted,

BOARD OF HEALTH

Sandra Kraft
Sandra Kraft, Chair

Louis Peer
Louis Peer, Vice Chair

Linda Garrett
Linda Garrett

Richard Bostwick
Richard Bostwick

Vijaya Somaraju, MD, MPH

Dr. Kaitlyn Meyers
Dr. Kaitlyn Meyers, DVM, MPH

Dr. Connie Winter
Dr. Connie Winter, DDS

Judith Wade, WHNP

Eric Gresens, R.Ph

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni
J. Russell Podzilni, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Absent
Eva Arnold

Henry Brill
Henry Brill

Betty Jo Bussie
Betty Jo Bussie

Mary Mawhinney
Mary Mawhinney

Louis Peer
Louis Peer

Alan Sweeney
Alan Sweeney

Terry Thomas
Terry Thomas

18-2B-448

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Agriculture and Extension Education
Committee
INITIATED BY



Christine Wen
UW-Extension Area Extension Director
DRAFTED BY

Agriculture and Extension Education
Committee
SUBMITTED BY

2/2/2018
DATE DRAFTED

RECOGNIZING SHEILA JADOUL

1 **WHEREAS**, Sheila JaDoul began her career at the Rock County Health Care Complex as a
2 secretary on February 21, 1995; transferred to the Communications Center as a Support Specialist
3 on March 11, 2002; transferred to the Clerk of Courts as a Clerk II on August 4, 2008, transferred to
4 Human Services as an Economic Support Specialist on November 9, 2009; and transferred to the
5 UW-Extension as an Administrative Assistant/Stenographer on April 29, 2013; and
6

7 **WHEREAS**, Ms. JaDoul has served the citizens of Rock County for over the past twenty-two years
8 and one week of service as a dedicated and valued employee of Rock County, and will retire from
9 public service effective March 2, 2018; and
10

11 **WHEREAS**, the Rock County Board of Supervisors representing the citizens of Rock County,
12 wishes to recognize Ms. JaDoul for her long, faithful and dedicated service.
13

14 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors at its
15 regular meeting this ____ day of _____, 2018, directs that a sincere expression of recognition
16 be given to Sheila JaDoul for her twenty-two years and one week of service and expresses to her
17 best wishes for the future.

Respectfully submitted,

AGRICULTURE AND EXTENSION
EDUCATION COMMITTEE

COUNTY BOARD STAFF COMMITTEE

/s/ Richard Bostwick
Richard Bostwick, Chair

J. Russell Podzilni
J. Russell Podzilni, Chair

/s/ Alan Sweeney
Alan Sweeney

Sandra Kraft
Sandra Kraft, Vice Chair

/s/ Kara Hawes
Kara Hawes

Absent
Eva M. Arnold

/s/ Brenton Driscoll
Brenton Driscoll

Henry Brill
Henry Brill

/s/ Wes Davis
Wes Davis

Betty Jo Hussie
Betty Jo Hussie

Alan Sweeney
Alan Sweeney

Mary Mawhinney
Mary Mawhinney

Louis Peer
Louis Peer

Terry Thomas
Terry Thomas

18-2B-449

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland - Director of
Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

February 12, 2018
DATE DRAFTED

**Retaining Giles Engineering & Associates, Inc. for Image Scanning, Core
Sampling, Testing and Concrete Analysis of the East Parking Structure
and Amending the 2018 Facilities Management Capital Budget**

1 **WHEREAS**, funds were budgeted in 2018 for engineering services to provide plans and specifications
2 for the repairs and 4" concrete overlay of the east parking structure at the Courthouse; and,
3
4 **WHEREAS**, prior to repairs, sealing and installing the 4" overlay, it is necessary for Rock County to
5 hire an independent 3rd party engineering firm to conduct the testing and analysis of the current
6 concrete conditions; and,
7
8 **WHEREAS**, funds were not budgeted to hire a third party engineering firm to image scan the parking
9 deck to verify tees and other objects in the concrete; and,
10
11 **WHEREAS**, the 3rd party engineering firm will also take core samples of the concrete to test the depth
12 of chloride.
13
14 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
15 this _____ day of _____, 2018 that a contract for testing and analysis of the east
16 parking structure at the Rock County Courthouse be awarded to Giles Engineering & Associates Inc, of
17 Waukesha, Wisconsin in the amount of \$20,648.
18
19 **BE IT FURTHER RESOLVED**, that the Facilities Management 2018 budget be amended as follows:

<u>ACCOUNT/DESCRIPTION</u>	<u>BUDGET 2/12/18</u>	<u>INCREASE/ (DECREASE)</u>	<u>AMENDED BUDGET</u>
<u>Source of Funds</u>			
Sales Tax	\$1,548,000	\$20,648	\$1,568,648
18-1855-0000-47500			
<u>Use of Funds:</u>			
18-1855-0000-67200	\$2,598,100	\$20,648	\$2,618,748

Respectfully submitted,

GENERAL SERVICES COMMITTEE

FINANCE COMMITTEE ENDORSEMENT

Henry Brill, Chair

Reviewed and approved on a vote of

5-0

Jeremy Zajac, Vice Chair

Mary Mawhinney 2-15-18
Mary Mawhinney, Chair Date

Bob Yeomans

Dave Homan

J. Russell Podzilni

18-2B-450

Retaining Giles Engineering & Associates, Inc. for Image Scanning, Core Sampling, Testing and Concrete Analysis of the East Parking Structure and Amending the 2018 Facilities Management Capital Budget
Page 2

LEGAL NOTE:

County Board is authorized to take this action pursuant to § 59.01 and 59.51, Wis. Stats.

As an amendment to the adopted 2018 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to § 65.90(5)(a), Wis. Stats.



Richard Greenlee
Corporation Counsel

FISCAL NOTE:

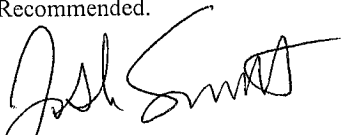
This resolution approves a \$20,648 transfer from sales tax for the testing and analysis of the east parking structure concrete.



Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary

RETAINING GILES ENGINEERING & ASSOCIATES, INC. FOR IMAGE SCANNING, CORE SAMPLING, TESTING AND CONCRETE ANALYSIS OF THE EAST PARKING STRUCTURE AND AMEND 2018 FACILITIES MANAGEMENT CAPITAL BUDGET

The resolution before you is approving a contract with a 3rd party engineering firm, Giles Engineering & Associates Inc., in the amount of \$20,648, to conduct image scanning, core sampling, testing and analysis of the east parking structure concrete. The testing will show the condition of the T's and how much chloride content is in the concrete. This testing is required to be completed prior to the concrete repairs and sealing and before the 4" overlay is added.

This cost was not included in the engineering cost for the design phase. The Facilities Management Director is being advised that this testing should be completed by an independent, 3rd party firm hired by the Rock County. Therefore this resolution also amends the Facilities Management budget by applying sales tax in the amount of \$20,648 to cover this cost.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland- Director of
Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

February 13, 2018
DATE DRAFTED

**AMEND BUDGET FOR COURTHOUSE SECURITY - PHASE 1
TO UPGRADE CARD READERS**

- 1 **WHEREAS**, funds were budgeted in 2017 and carried forward to 2018 for the upgrade and
- 2 replacement of the current outdated security system for Phase 1 at the Courthouse; and,
- 3
- 4 **WHEREAS**, for the integration with the other County Facilities, a dual function card was specified;
- 5 and,
- 6
- 7 **WHEREAS**, further evaluation was completed and it was determined to be in the County's best
- 8 interest to upgrade the 62 readers at the other County facilities now; and,
- 9
- 10 **WHEREAS**, the additional cost to upgrade the readers now is \$20,000.

11
12 **NOW, THEREFORE, BE IT RESOLVED** the Rock County Board of Supervisors duly assembled
13 this _____ day of _____, 2018, approves a change order in the amount of \$20,000,
14 under Phase 1 of the security system upgrade, for replacement of card readers at various county
15 facilities to Gilbank Construction Inc, of Clinton, WI; and,

16
17 **BE IT FURTHER RESOLVED**, that the Facilities Management 2018 budget be amended as
18 follows:

<u>ACCOUNT/DESCRIPTION</u>	<u>BUDGET</u> <u>12/31/17</u>	<u>INCREASE/</u> <u>(DECREASE)</u>	<u>AMENDED</u> <u>BUDGET</u>
<u>Source of Funds</u>			
21 Sales Tax	\$1,548,000	\$20,000	\$1,568,000
22 18-1855-0000-47500			
23 Use of Funds:			
24 18-1855-0000-67200	\$2,598,100	\$20,000	\$2,618,100

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Dave Homan

Jeremy Zajac, Vice Chair

Russell Podzilni

Bob Yeomans

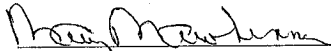
18-2B-451

AMEND BUDGET FOR COURTHOUSE SECURITY - PHASE 1 TO UPGRADE CARD
READERS
Page 2

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of

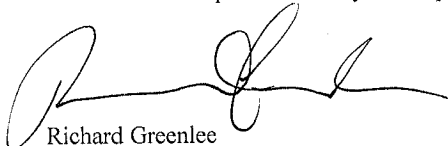
5-0.

 2-15-18
Mary Mawhinney, Chair Date

LEGAL NOTE:

County Board is authorized to take this action pursuant to § 59.01 and 59.51, Wis. Stats.

As an amendment to the adopted 2018 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to § 65.90(5)(a), Wis. Stats.


Richard Greenlee
Corporation Counsel


FISCAL NOTE:

This resolution approves a \$20,000 transfer from sales tax for upgrading security card readers at County facilities.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

EXECUTIVE SUMMARY**AMEND BUDGET FOR COURTHOUSE SECURITY - PHASE 1
TO UPGRADE CARD READERS**

The resolution before you is a change order to the contract with Gilbank Construction Inc. who holds the contract for the upgrade and replacement of the Courthouse Security System Phase I. There is a need to upgrade and replace 62 card readers at the other County facilities. We were able to integrate all buildings but the old style readers provided a breach in security, because cards can be duplicated very easily. The cost is \$20,000. This resolution also amends the 2018 Facilities Management budget.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Sherry Oja, Finance Director
DRAFTED BY

Finance Committee
SUBMITTED BY

February 13, 2018
DATE DRAFTED

CARRYOVER OF 2017 BUDGET APPROPRIATIONS TO 2018

1 WHEREAS, obligations were made in 2017 for the purchase of specific goods or services which
2 were not received or will not be completed until 2018; and,
3

4 WHEREAS, under generally accepted accounting principles, it is necessary to carry over funds
5 from 2017 budget appropriations to 2018 to provide funding for these obligations.
6

7 NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors duly
8 assembled this _____ day of _____, 2018 that the 2018 Budget be amended as
9 follows:

<u>DEPARTMENT</u>	<u>BUDGET AT 1/1/18</u>	<u>AMOUNT OF INCREASE</u>	<u>AMENDED BUDGET</u>
<u>County Administrator</u>			
01-1320-0000-64200 Training	2,300	5,195	7,495
01-1320-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	5,195	5,195
<u>Finance Department</u>			
05-1500-0000-64200 Training	14,000	8,600	22,600
05-1500-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	8,600	8,600
05-1530-0000-62130 Auditing and Spec Accounting	58,400	11,206	69,606
05-1530-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	11,206	11,206
<u>Corporation Counsel</u>			
06-1620-0000-64200 Training	7,500	3,500	11,000
06-1620-0000-63202 Law Books	3,600	1,334	4,934
06-1620-0000-67160 Capital Assets	-0-	9,355	9,355
06-1620-0000-63100 Office Supplies	650	1,190	1,840
06-1620-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	15,379	15,379
<u>Information Technology</u>			
07-1430-0000-62119 Other Contracted Services	75,000	4,200	79,200
07-1430-0000-64701 Software Purchase	27,328	31,000	58,328
07-1430-0000-67131 Computer Hardware	41,125	74,800	115,925
07-1430-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	110,000	110,000

18-2B-452

Carryover of 2017 Budget Appropriations to 2018

Page 2

	<u>BUDGET AT</u>	<u>AMOUNT OF</u>	<u>AMENDED</u>
<u>DEPARTMENT</u>	<u>1/1/18</u>	<u>INCREASE</u>	<u>BUDGET</u>
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Carryover of 2017 Budget Appropriations to 2018

Page 3

	<u>BUDGET AT</u>	<u>AMOUNT OF</u>	<u>AMENDED</u>
	<u>1/1/18</u>	<u>INCREASE</u>	<u>BUDGET</u>
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Carryover of 2017 Budget Appropriations to 2018

Page 4

	<u>BUDGET AT</u>	<u>AMOUNT OF</u>	<u>AMENDED</u>
	<u>1/1/18</u>	<u>INCREASE</u>	<u>BUDGET</u>
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Carryover of 2017 Budget Appropriations to 2018

Page 5

	<u>BUDGET AT</u>	<u>AMOUNT OF</u>	<u>AMENDED</u>
	<u>1/1/18</u>	<u>INCREASE</u>	<u>BUDGET</u>
237			
238			
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241	127,400	11,905	139,305
242			
243	-0-	11,905	11,905
244			
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246			
247	193,254	21,924	215,178
248			
249	-0-	21,924	21,924
250			
251			
252			
253	79,073	58,200	137,273
254			
255	1,000	1,600	2,600
256			
257	134,296	74,800	209,096
258			
259	15,631	15,400	31,031
260			
261	-0-	150,000	150,000
262			
263			
264			
265	50,122	142,000	192,122
266			
267	-0-	142,000	142,000
268			
269			
270			
271	125,000	57,650	182,650
272			
273	-0-	57,650	57,650
274			
275			
276			
277	24,977	47,661	72,638
278			
279	30,946	54,482	85,428
280			
281	34,998	61,557	96,555
282			
283	-0-	163,700	163,700
284			
285			
286			
287	1,779,900	467,000	2,246,900
288			
289	(1,779,900)	(467,000)	(2,246,900)
290			
291			
292			
293	190,191	34,287	224,478
294			
295	(190,191)	(34,287)	(224,478)
296			

Carryover of 2017 Budget Appropriations to 2018

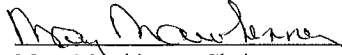
Page 6

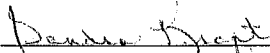
	<u>BUDGET AT</u>	<u>AMOUNT OF</u>	<u>AMENDED</u>
	<u>1/1/18</u>	<u>INCREASE</u>	<u>BUDGET</u>
297			
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	<u>Public Works - Airport</u>		
301	41-4453-4454-67200	175,000	487,489
302	Capital Improvements		662,489
303	41-4453-4454-47013	-0-	487,489
304	Supp. Appr. From Pr. Yr. C/O		
305			
306			
	<u>Public Works - Parks</u>		
307	41-4551-4110-63100	300	275
308	Office Supplies		575
309	41-4551-4110-67130	609	600
310	Terminals and PC's		1,209
311	41-4551-4110-47013	-0-	875
312	Supp. Appr. From Pr. Yr. C/O		875
313			
314	41-4592-4800-67200	75,000	269,900
315	Capital Improvements		344,900
316	41-4592-4800-47013	-0-	269,900
317	Supp. Appr. From Pr. Yr. C/O		
318			
319			
	<u>Planning and Development</u>		
320	64-6400-0000-62210	2,750	260
321	Telephone		3,010
322	64-6400-0000-47013	-0-	260
323	Supp. Appr. From Pr. Yr. C/O		

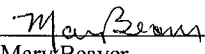
Carryover of 2017 Budget Appropriations to 2018
Page 7

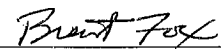
Respectfully submitted,

FINANCE COMMITTEE


Mary Mawhinney, Chair


Sandra Kraft, Vice Chair


Mary Beaver


Brent Fox


J. Russell Podzilni

FISCAL NOTE:

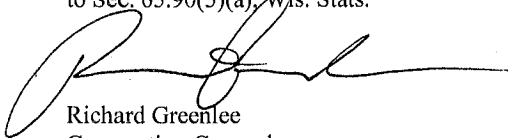
In accordance with generally accepted accounting principles, carryovers are increases to budget appropriations and, therefore, a County Board resolution is required. Fiscal impact is shown in the body of the resolution.



Sherry Oja
Finance Director

LEGAL NOTE:

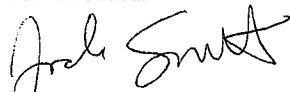
As an amendment to the 2018 Adopted County Budget, this resolution requires a two-thirds vote of the entire membership of the County Board, pursuant to Sec. 65.90(5)(a), Wis. Stats.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

**EXECUTIVE SUMMARY - CARRYOVER OF 2017 BUDGET
APPROPRIATIONS TO 2018**

County Administrator: Carryover of unspent training Funds – \$5,195

Finance: Unspent training funds - \$8,600; Funds for OPEB valuation - \$11,206

Corporation Counsel: Unspent training funds-\$3,500; Law Books - \$1,334; Desks and Equip - \$9,355; Chair, chair mats, misc office equip - \$1,190;

Information Technology: Wisnet - \$4,200; Malware Bytes and Netwrix Active Directory - \$31,000; County Board tablets, Cisco ASA Firewalls and router and switches for Wisnet - \$74,800; fiber connection to C-Janesville - \$27,600

Human Resources: Diversity and cultural competency training - \$2,096

Land Records: Upgrade of security certificate for conversion of mapping allocation - \$5,000

County Clerk: Election supplies and legal forms - \$9,971

Facilities Management: Courthouse cell booster - \$2,000; PH/COA VAV repair- \$964; Eclipse Center Flooring – 225; Job Center parking lot resurface - \$182,140; DPW parking lot lights and Beloit Garage - \$364,266; Jail camera upgrade and mechanical door release - \$49,000; Courthouse sidewalk replacement and misc - \$26,659; UW-Rock Air Handler and cell phone antenna system - \$219,634; HCC Complex security, RH hazardous material abatement - \$258,767; YSC Shelter Care remodel - \$221,711.

Employee Wellness Committee: Carryover of unspent funds-\$3,996

Sheriff's Office: Squad and Ford F450 that can't be delivered until 2018 - \$72,741; Backordered Titanium suppressor - \$1,068; Backordered SWAT trailer - \$44,995

Clerk of Circuit Court: Digital Audio Recorder - \$6,000; counter reconfiguration - \$10,000

Communications Center: Move old micro ORFD to Avon - \$9,925; Public Education Video - \$1,500; Motorola CAD upgrade - \$326,978; Back up repeaters and fire paging upgrade - \$193,126.

Council on Aging: Bus not delivered until 2018 - \$63,899

Health Department: Vista Volunteer - \$900

Rock Haven: AED Defibrillator and Mobile Air Chair - \$1,784

Child Support: eFiling equipment - \$24,432

Human Services: Shelter Care contract - \$195,000. Job Center parking lot upgrade (cross charge from Facilities Management) - \$182,140;

Public Works-Highway Division: Time entry system - \$55,240, County Aid for Road Construction - \$9,000; County Hwy Bridge Aid – \$11,905; Routine maintenance - \$21,924; Crack Sealing - \$150,000; Seal Coating - \$142,000; Grader patching - \$57,650; Shouldering - \$163,700; Capital Assets - \$467,000; Motor Pool \$34,287

Public Works-Airport: Various capital projects - \$487,489.

Public Works-Parks: Time entry system software and hardware-\$875; Magnolia bluff and trail, canoe launch, Beloit to Janesville trail, Happy Hollow bathroom, Smith Road iron bridge study - \$269,900.

Planning and Development: Cell Phone - 260

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Diana Arneson, Asst. to IT Dir.
INITIATED BY



Diana Arneson, Asst. to IT Dir.
DRAFTED BY

Finance Committee
SUBMITTED BY

February 6, 2018
DATE DRAFTED

Authorizing Purchase of 2018 Budgeted Computers

- 1 **WHEREAS**, the Rock County Information Technology Department is authorized to purchase
- 2 computer equipment on behalf of the County; and,
- 3
- 4 **WHEREAS**, the replacement of older and under-performing computers is a key component for
- 5 meeting the current and future data requirements associated with Rock County's applications and an
- 6 ever increasing mobile data environment; and,
- 7
- 8 **WHEREAS**, the Information Technology Department staff did review and configure equipment
- 9 available on the State of Wisconsin Contract # 505ENT-M17-WICOMPUTER-04; and,
- 10
- 11 **WHEREAS**, the 2018 Budget did designate funds for the purchase of this computer equipment.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 14 this _____ day of _____, 2018 that a Purchase Order for 90 Hewlett Packard ProDesk
- 15 600 G3 SFF computers with DVDRW drives and 90 5-year CarePack hardware support contracts be
- 16 issued to Paragon Development Systems in Brookfield, WI in the amount of \$48,393.

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney
Mary Mawhinney, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Mary Beaver
Mary Beaver

Brent Fox
Brent Fox

J. Russell Podzilni
J. Russell Podzilni

FISCAL NOTE:

Funds for these replacement computers have been included in various departmental budgets.

Sherry Oja

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.

Richard Greenlee
Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
Josh Smith
County Administrator

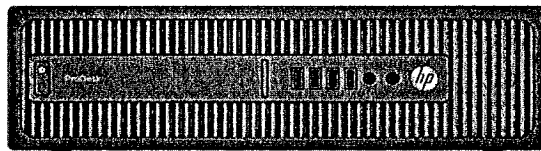
18-2B-453

Executive Summary for the Purchase of 2018 Budgeted Computer Equipment

This resolution is to authorize the purchase of budgeted computer equipment for Rock County. All of the computers in this resolution represent replacements for obsolete equipment. The IT Department specified the computer equipment based on the application and operational needs of all Rock County departments. The items to be purchased are:

- 90 Hewlett Packard ProDesk 600 G3 computers with a Core i5-7500 Processor, 500 GB Hard Drive, 8 Gb of RAM, and a DVD SuperMulti optical drive at \$537.70 each.

The total cost of the Hewlett Packard laptops and associated components, as listed above is \$48,393.00, and will be purchased from Paragon Development Systems of Brookfield, WI using pricing and terms from the State of Wisconsin contract # 505ENT-M17-WICOMPUTER-04.





**Desktop #2 PD 600 G3 SFF Desktop - State
Standard**
Quote: 1042610
PO Number:

PDS
13400 Bishops Lane, Suite 190
Brookfield, WI 53005
Phone: 800.966.6090
Fax: 262.569.5391

Below are the details of your recent quote/order with PDS. [View this quote online](#) or visit our [order tracking page](#) to track the status of your orders. You may submit this quote as a purchase order through www.ShopPDS.com, via email at teamgovedu@pdsit.net, or by using our fax number or address listed on this quote. Any questions may be directed to teamgovedu@pdsit.net, or by calling your Account Manager.

Date: 2/6/2018

Subtotal: \$537.70*

Details

Account number: **003735**
Quote number: **1042610**
Expiration date: **3/1/2018**
Cost center:
Department:
Location:
Quote subtotal: **\$537.70***

Billing Information

WI County of Rock
3530 N. Cty. Hwy F
Janesville, WI 53547
Submitted by: **Diana Arneson**
Terms: **Net 30**
Tax: **Tax Exempt**
Payment method: **Purchase Order**

Shipping Information

Diana Arneson
Shipping: **Shipping Included**
Ship method:
Requested
delivery:

Item Details	Qty	Unit Price	Extended
HP, Inc. CTO ProDesk 600 G3 Small Form Factor PC mfg# Y3F34AV pds# 326300	1		
HP, Inc. CTO 600 G3 SFF Windows 10 Pro 64 mfg# Y3N84AV#ABA pds# 384354	1		
HP, Inc. CTO Energy Star Certified Label mfg# W6N52AV pds# 400717	1		
HP, Inc. CTO 600 G3 SFF Platinum 180W Chassis mfg# Y3F72AV pds# 384374	1		
HP, Inc. CTO 600 G3 SFF Intel Core i5-7500 3.4G 6M 2400 4C mfg# Z6G77AV pds# 384366	1		
HP, Inc. CTO 600 G3 SFF 8GB (1x8GB) DDR4-2400 NECC mfg# Y3F98AV pds# 326324	1		
HP, Inc. CTO 600 G3 SFF HDD 500GB 7200RPM SATA 3.5 mfg# Y3F47AV pds# 326326	1		
HP, Inc. CTO 600 G3 SFF Ultrastim DVD-Writer mfg# 1DE43AV pds# 326327	1		
HP, Inc. CTO 600 G3 SFF DisplayPort to DVI-D Adapter mfg# Y3F57AV pds# 424025	1		
HP, Inc. CTO USB Business Slim Keyboard mfg# W6R96AV#ABA pds# 400726	1		
HP, Inc. CTO 600 G3 Optical USB Mouse mfg# Y3G26AV pds# 326328	1		
HP, Inc. CTO 600 G3 SFF Single Unit (SFF) Packaging	1		

mfg# Y3G03AV | pds# 326338

HP, Inc. CTO Desktop Country Kit 1
mfg# Y3F21AV#ABA | pds# 326340

HP, Inc. CTO 600 G3 SFF 3/3/3 Warranty 1
mfg# Y3G35AV#ABA | pds# 326354

HP, Inc. CTO Ci5 7th Gen Label 1
mfg# 1CP81AV | pds# 229790

HP, Inc. CTO 600 G3 SFF VGA Port 1
mfg# Y3F78AV | pds# 302492

HP, Inc. 5yr CarePack NBD Onsite HW Only Support 1
mfg# U7899E | pds# 254961

Quote Description Subtotal: \$537.70

WI Contract: 505ENT-M17-WICOMPUTER-04

Estimated Shipping: \$0.00

Customer Comments

Estimated Tax: \$0.00

Order Instructions

Total \$537.70

*The original Manufacturer's warranty and return policies apply unless otherwise stated
*Subtotal is estimated and does not include tax or shipping (if applicable)
Credit card orders may be subject to a 3% Convenience Fee at the time of invoicing

HELPFUL LINKS:

Account Overview: <https://www.shoppds.com/commerce/dashboard.aspx>

Support pages: <https://www.shoppds.com/support.aspx>

Terms of Sale: <https://www.shoppds.com/termsofsale.aspx>

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Sherry Oja, Finance Director
DRAFTED BY

Finance Committee
SUBMITTED BY

February 13, 2018
DATE DRAFTED

Approval of Contract for OPEB Actuarial Services

- 1 **WHEREAS**, the Governmental Accounting Standards Board (GASB) sets financial reporting rules for
- 2 governments.
- 3
- 4 **WHEREAS**, GASB requires governments to obtain an actuarial valuation of Other Post-Employment
- 5 Benefits (OPEB) at least every two years; and,
- 6
- 7 **WHEREAS**, Rock County's last OPEB valuation was for FY2015 and FY2016, so therefore is
- 8 required to obtain an OPEB valuation for FY2017 and FY2018; and'
- 9
- 10 **WHEREAS**, GASB has new rules that take effect as of FY2018, therefore, Rock County must obtain
- 11 two separate valuations for this biennium.
- 12
- 13 **WHEREAS**, Gabriel, Roeder, Smith & Company (GRS) is a nationally recognized actuarial firm and
- 14 has offered to complete our OPEB valuation for \$10,000 for FY2017 and \$5,000 for FY2018.
- 15
- 16 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 17 assembled on this _____ day of _____, 2018 hereby authorizes a contract with GRS for
- 18 OPEB actuarial services for FY2017 and FY2018 in the amount of \$15,000.

18-2B-454

Respectfully Submitted,

FINANCE COMMITTEE

Mary Mawhinney
Mary Mawhinney, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Mary Beaver
Mary Beaver

Brent Fox
Brent Fox

J. Russell Podzilni
J. Russell Podzilni

FISCAL NOTE:

After carryover of FY2017 funds, sufficient funds will be available for this contract.

Sherry Oja
Sherry Oja
Finance Director

LEGAL NOTE:

County Board is authorized to take this action pursuant to sec.59.01 and 59.51, Wis. Stats.

Richard Greenlee
Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
Josh Smith
County Administrator

Executive Summary

Approval of Contract for OPEB Actuarial Services

The Governmental Accounting Standards Board (GASB) sets the financial reporting rules for government. Per GASB, governments must report their Other Post-Employment Benefits (OPEB) liability. OPEB liabilities are costs that the government entity has promised to pay on employees behalf in the future. Rock County's OPEB liability consists of:

- Health insurance provided to Deputy Sheriffs and Deputy Sheriff's Supervisor retirees and their dependents.
- Costs for other retirees who opt to pay 100% of their health insurance premiums until age 65.
- Costs for eligible employees participating in the Post Employment Health Plan (PEHP) to pay for healthcare premiums upon retirement.

For fiscal years 2007-2016, GASB required valuations of OPEBs to be included in the entity's financial statement notes. GASB allowed each actuarial valuation to be used for two fiscal years. Rock County' last OPEB valuation report was for FY2015 and FY 2016. Therefore, the County is due for an evaluation for the FY2017 and FY2018 time period. Unfortunately, GASB changed the rules starting with the FY2018 financial statements. For FY2018 on, entities have additional reporting requirements, including adding OPEB liability to the face of the financial statements (not just the notes). Since the rules are different for FY2017 than FY2018, we are required to obtain a separate valuation for each year.

Gabriel, Roeder, Smith & Company (GRS) is a nationally recognized actuarial firm with the expertise to complete the valuation under the old and current rules. GRS has offered to complete our OPEB valuations for \$10,000 for FY2017 and \$5,000 for FY2018.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY

General Services Committee
SUBMITTED BY



Brent Sutherland
DRAFTED BY

February 13, 2018
DATE DRAFTED

Awarding Bid for the C-Unit Jail Showers Remodeling

- 1 **WHEREAS**, the Pinehurst facility was renovated into inmate housing in 1986, along with construction of
- 2 the Jail facility; and,
- 3
- 4 **WHEREAS**, the inmate showers in both areas were in need of remodeling in order to maintain proper
- 5 sanitation for a secured detention environment; and,
- 6
- 7 **WHEREAS**, funds were budgeted, specifications prepared, and bids solicited for the work; and,
- 8
- 9 **WHEREAS**, this contract will be completing two showers in C-unit.
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 12 this _____ day of _____, 2018, award a contract with Badger Specialty Coatings Inc, of
- 13 Janesville WI, in the amount of \$42,000.

18-2B-455

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jeremy Zajac, Vice Chair

Dave Homan

Bob Yeomans

J. Russell Podzilni

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

FISCAL NOTE:

Sufficient funds are available for the cost of this contract for Jail shower remodeling.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to § 59.01 and 59.51, Wis. Stats. In addition, § 59.52(29), Wis. Stats requires the project to be let to the lowest responsible bidder.

Richard Greenlee
Corporation Counsel

Executive Summary

Awarding Contract for Shower Renovations in C-Unit at the Jail

The resolution before you awards a contract to Badger Specialty Coatings Inc for the renovation of the two C-Unit shower rooms located in the Jail. After nearly 30 years of use, the walls, floors and ceilings have been deteriorating and are in need of repair. The work will include, repair of the substrate, preparation of the surfaces and the application of a fiberglass reinforced coating.

There is a total of 13 showers all together. After these 2 in C-Unit are completed, there will be 4 left to complete. The contract cost is \$42,000.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Works Committee
INITIATED BY

Public Works Committee
SUBMITTED BY



Greg Cullen, Interim
Airport Manager
DRAFTED BY

February 13, 2018
DATE DRAFTED

**APPROVAL OF RESTAURANT LEASE AGREEMENT AT SOUTHERN
WISCONSIN REGIONAL AIRPORT**

- 1 **WHEREAS**, the Southern Wisconsin Regional Airport (SWRA) has requested proposals for a restaurant
- 2 and has received a proposal from Geronimo Hospitality Group; and,
- 3
- 4 **WHEREAS**, the Southern Wisconsin Regional Airport (SWRA) has been without restaurant service since
- 5 the spring of 2013; and,
- 6
- 7 **WHEREAS**, a lease agreement has been developed that includes:
- 8 A. Length: Initial Five- Year term with a 2nd five-year renewal;
- 9 B. Payment: 7% of the adjusted gross sales above \$800,000.
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 12 this _____ day of _____, 2018 approves the lease agreement with Geronimo
- 13 Hospitality Group for the purpose of operating a restaurant at the Southern Wisconsin Regional Airport
- 14 covering the period February 16, 2018 through February 15, 2023.

Respectfully Submitted,

PUBLIC WORKS COMMITTEE

Betty Jo Bussie, Chair

Brent Fox, Vice Chair

Eva Arnold

Brenton Driscoll

Rick Richard

FISCAL NOTE:

Revenue from restaurant lease will help fund airport operations.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to Wis. Stat. § 59.52(6).

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

18-2B-456

-EXECUTIVE SUMMARY-

APPROVAL OF RESTAURANT LEASE AGREEMENT AT SOUTHERN
WISCONSIN REGIONAL AIRPORT

The purpose of this resolution is to approve a lease agreement with _____ for operating a restaurant in the Southern Wisconsin Regional Airport terminal building.

The major items contained in the lease are:

1. Length – initial five-year term with a five-year renewal.
2. Payment: 7% of adjusted gross sales over \$800,000.

It is recommended that the Lease Agreement be approved.

Respectfully submitted,

Greg Cullen
Interim Airport Manager

**Restaurant Operator's
Lease Agreement
Between
Southern Wisconsin
Regional Airport
And
Geronimo Hospitality Group,
LLC**

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Southern Wisconsin Regional Airport Restaurant Operator's Lease Agreement

This Restaurant Operator's Lease Agreement (hereinafter "Lease") is made as of the _____ day of _____, 2018, between the County of Rock, a municipality organized under Chapter 59 of the Wisconsin Statutes (hereinafter referred to as LESSOR), and Geronimo Hospitality Group, a Wisconsin Limited Liability Company, (hereinafter referred to as LESSEE)

WHEREAS, LESSOR is the owner of certain real estate in Rock County, Wisconsin, known as the Southern Wisconsin Regional Airport (hereinafter "the Airport"), which includes certain buildings and certain other facilities used in connection with its operation of the Airport; and

WHEREAS, LESSOR desires to lease a certain part of the Airport to LESSEE, to grant LESSEE the right to use the Airport in common with others, and to grant to LESSEE the other rights herein set forth, upon the terms and conditions herein stated; and

In consideration of the terms, conditions, promises, and obligations herein set forth;

IT IS HEREBY AGREED, by and between LESSOR and LESSEE, that:

ARTICLE 1 – PREMISES

LESSOR does hereby lease, demise and let to LESSEE a certain area located within the main terminal building of the Southern Wisconsin Regional Airport for the purpose of operating a restaurant. The specific allocation and determination of said area is shown on Exhibit "A" attached hereto and incorporated by this reference and is agreed to contain 3,695 (+/-) square feet.

ARTICLE 2 – TERM

The term of this Lease shall be five (5) years commencing on the _____ of _____, 20__ ("Commencement Date"). If the Lease is terminated or cancelled, as provided in Article 16, the term of this lease shall be defined to end accordingly. LESSEE may request the renewal of this Lease, subject to approval of the Rock County Public Works Committee, for one renewal term of five (5) years, commencing on the first day following the expiration of the original term, subject to the terms and conditions set forth herein. LESSEE may request renewal of this Lease by giving LESSOR written notice of such renewal request not less than six months prior to the expiration of the term. Nothing herein shall prohibit LESSOR from considering LESSEE's renewal request if such consideration is in the LESSORS best interests as determined at LESSORS sole discretion.

ARTICLE 3 – CONSIDERATION

LESSEE agrees to pay the LESSOR for the use of leased premises for restaurant purposes and limited concessions rights, the following:

3.1 Rent:

- a. Gross Rent shall be in the amount of One and 00/100 Dollars (\$1.00).
- b. Percentage Rent: For each year of this Lease that LESSEE has Adjusted Gross Sales in excess of \$800,000, LESSEE shall make a payment of seven percent (7%) of LESSEE's Adjusted Gross Sales to LESSOR. "Adjusted Gross Sales" means the sum of the gross receipts of LESSEE from all business conducted upon or from the Premises, but shall not include (1) the amount of actual cash refunds, credit given, or discounts and allowances granted or exchanges made (2) exchanges of merchandise between stores of LESSEE where such exchanges are made solely for the operation of LESSEE's business and not with intent to consummate a sale which would have been made at, in, on, or from the Demised Premises, or with intent to deprive LESSOR of the benefit of such sale which otherwise would have been made at, in, on, or from the Demised Premises, (3) returns to shippers and manufacturers for credit, (4) sales of trade fixtures or store operating equipment after use thereof in the conduct of LESSEE's business in the Demised Premises, (5) all sums and credits received in settlement of claims for loss or damage to merchandise, (6) the amount of any excise, use or gross receipts tax, or sales tax levied upon retail sales and payable to the appropriate governmental authority, provided that specific record is made at the time of each sale of the amount of excise, use or gross receipts tax, or sales tax, and the amount thereof is expressly charged to the customer; (7) the amount of any employee discounts; and (8) the amount of any merchandise or services provided complimentary or for promotional purposes.
- c. Security Deposit: None.

3.2 Manner of Payment: During the Term, LESSEE shall pay Rent to LESSOR at 51 S. Main Street, Janesville, Wisconsin, or at such other address as LESSOR may designate in writing at any time or from time to time, in installments as set forth herein (the "Rent"). Such installments shall be due and payable as follows:

- a. Gross Rent shall be payable in advance on or before the Commencement Date as set forth in Article 2) and thereafter on or before the anniversary of the Commencement Date for the remainder of the Term.
- b. The Percentage Rent shall be due and payable ninety (90) days after the last day of each calendar year with respect to the Adjusted Gross Sales during such period.

3.3 Financial Statements:

- a. No later than thirty (30) days after the end of each respective quarter during the Lease Term, LESSEE, shall submit to LESSOR an accurate, unaudited, written statement showing the amount of Adjusted Gross Sales during the previous calendar quarter.
- b. No later than ninety (90) after the end of each respective calendar year during the Lease Term, commencing with the first calendar year following the Commencement Date, LESSEE shall submit to LESSOR a statement showing the full amount of Adjusted Gross Sales during the immediately preceding calendar year and the amount of Percentage Rent, if any, due for such calendar year agreement covering any.

ARTICLE 4 – SIGNS

LESSEE shall have the right to install, equip, operate and maintain at its own expense at the Southern Wisconsin Regional Airport premises described herein, advertising signs with which to identify its business. LESSEE shall have the right to install, at a minimum, two interior and two exterior signs. The exterior signage may consist of an elevated, illuminated sign at the intersection of Highway 51 and Airport Road, with another monument type sign near the General Aviation terminal building. It is anticipated that the monument sign will also identify the Southern Wisconsin Regional Airport in addition to the restaurant.

Within the terminal building, the interior sign locations shall coincide with the existing entry points into the leased premises. Any costs associated with the creation, installation, maintenance, repair and/or replacement of said signage will be the LESSEE's sole responsibility. All signs are required to be preapproved by Lessor and shall comply with the Rock County sign ordinance applicable to the Southern Wisconsin Regional Airport.

ARTICLE 5 – USE

During the Term of this Lease (as defined in Article 2), LESSEE shall have the right and privilege of engaging in and operating a restaurant on the premises owned by the County of Rock, known as the Southern Wisconsin Regional Airport (Airport), under the terms and conditions as set forth herein, provided; however, that this Lease shall not be construed in any manner to grant LESSEE the exclusive right to the use of the premises and facilities of the Airport, other than those premises leased exclusively to LESSEE hereunder. The Premises shall consist of the use of the space at the Airport (as referenced in Article 1 and Exhibit A and common use of certain adjoining parking and drive areas shown on the attached Exhibit A Site Plan, and the right to continuous access to all adjoining public streets, subject to City controls on access during construction periods.

During the Term of this Lease (as defined in Article 2), LESSOR grants to LESSEE the right of first refusal for any and all requests for catering of any event scheduled in the Airport conference rooms by any entity. Additionally, LESSOR grants to LESSEE priority use of the conference rooms at the Airport for the scheduling of catering events. Such scheduling shall be done pursuant to the requirements of the Airport policy related to the use of its conference rooms.

5.1 Possession of Premises: LESSEE agrees to take possession of the Premises in "AS IS" condition on the LESSEE Possession Date

5.2 Maintenance and Repairs by LESSEE: LESSEE, at its sole cost and expense, during the Term shall keep the interior and exterior of the Premises in a clean and orderly condition and, shall perform: (i) any maintenance repairs, and replacements to the Premises occasioned by the negligence or misconduct of LESSEE or its invitees and licensees; and (ii) all cleaning and trash removal; and (iii) maintenance, regular pumping and upkeep of all grease traps; and (iii) all routine maintenance and repairs to all interior leased space and building systems, including plumbing fixtures, heating and air conditioning attributable to the premises described in this lease, doors, wall and ceiling areas, lighting and any necessary purchase of light bulbs or ballasts; and (iv) all information technology maintenance, service and repairs; and (v) all other maintenance and repairs not the express responsibility of LESSOR hereunder, which LESSOR reasonably deems necessary. With regard to trash removal, LESSEE agrees to remove all trash and garbage in a safe and sanitary manner from the premises on a regular basis. At no time will trash, garbage, or other debris be allowed to be placed anywhere other than an approved storage bin/dumpster. LESSEE agrees that there will be no outside storage of equipment, materials or supplies unless previously approved by LESSOR or provided for herein. If LESSEE fails to perform its maintenance and repair obligations within fifteen (15) days after LESSOR's delivery to LESSEE of written notice of the need for any such maintenance and repairs, LESSOR shall have the right to enter the Premises and perform any or all of such maintenance and repairs at the sole cost and expense of LESSEE, LESSEE shall reimburse LESSOR for such costs and expenses within thirty (30) days after LESSOR's delivery to LESSEE of an invoice therefor. The foregoing notwithstanding, LESSEE shall not be obligated to perform any maintenance or repairs to the extent covered by any warranty of LESSOR or LESSOR's contractors.

5.3 Maintenance and Repairs by LESSOR:

- a. General Requirements: LESSOR, at its sole cost and expense, shall perform during the Term all necessary maintenance and repairs with respect to all of the following portions of the Premises in accordance with the standards set forth in Article 18.1(a): the structure and the exterior of LESSOR's building, including the roof, exterior walls, foundations, common areas and all major building mechanical systems. LESSOR agrees to maintain common areas which shall include cleaning of common areas as discussed in Article 5.7, exterior upkeep, landscaping and snow plowing.
- b. Timely Performance: In the event of an emergency (defined as any condition other than damage or destruction described in Article 16 which impairs LESSEE's ability to use and occupy the Premises for the conduct of its business operations and LESSOR's failure to perform promptly any of LESSOR's maintenance and repair obligations as described in Article 5, or in the event of no emergency and LESSOR's failure to perform such maintenance and repair obligations within fifteen (15) days after LESSEE's delivery to LESSOR of written notice of the need for any such maintenance or repairs, LESSEE shall have the rights and remedies to which LESSEE may be entitled under Article 17, which section shall be applied in the event of emergency without the further notice and cure provisions set forth therein.

5.4 It is agreed that decorating and redecorating of the leased Premises may be done by LESSEE at its sole cost. Any and all remodeling or any other improvement to leased premises shall be the responsibility of LESSEE, at its sole cost, provided written consent is obtained from LESSOR before any such remodeling or improvement occurs.

5.5 LESSEE agrees to keep the restaurant open for business on such days and for such hours as are mutually agreed between the LESSEE and the LESSOR. The LESSEE shall give the Airport Manager no less than a 48-hour notice of time, date and reason if the restaurant will be closed for business, unless an emergency situation occurs beyond LESSEE's control, in which case notice shall be given as quickly as possible. On the following days said restaurant may be open within the discretion of the LESSEE: January 1; Easter Sunday, Memorial Day, July 4; Labor Day; Thanksgiving Day; December 24, and 25; and during special events.

5.6 It is agreed that LESSEE shall attach no personal property on the premises without the written consent of LESSOR. All personal property owned by LESSEE and attached to said premises pursuant to the written consent of LESSOR shall remain the personal property of LESSEE, provided that at such time as LESSEE may remove such property, the premises shall be restored to its original condition by LESSEE, unless waived by LESSOR.

5.7 Common Area Maintenance

LESSEE shall have the non-exclusive and non-revocable right, together with other patrons of the Airport, to use the entryway, lobby area, bathrooms, sidewalks, parking lot and other common areas appurtenant to the premises for purposes of ingress and egress, and parking for employees and restaurant customers.

The cost of maintaining the bathrooms, entryway and lobby area shall be shared by LESSOR and LESSEE. During restaurant operating hours, LESSEE shall be solely responsible for maintaining the bathrooms, entryway and the lobby area in a clean, orderly and sanitary fashion. LESSOR will maintain its existing contract for cleaning services for the Airport, which will include cleaning of the bathroom, entryway and lobby area in the evening. The cost of toiletries (ie: toilet paper, paper towels and soap) shall be shared proportionately by LESSOR and LESSEE, with LESSOR paying for 20% of those costs and LESSEE paying for 80% of those costs. LESSOR shall provide toiletries and cleaning supplies for mutual use of the parties and will quarterly submit a statement to LESSEE for reimbursement of the costs of said supplies. LESSEE shall be granted access to the storage area at the Airport where toilet paper, paper towels and soap are kept.

5.8 LESSEE shall provide appropriate climate control and keep the Premises clean, which will include but not limited to:

- a. Cleaning and dusting the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent;

- b. Immediately notifying the LESSOR of any evidence of a water leak or excessive moisture or standing water inside the Premises;
- c. Immediately notifying the LESSOR of the presence of mold, mildew, or similar growth in the Premises that persists after LESSEE has attempted to remove it through the application of common cleaning solutions or anti-microbial products;
- d. Immediately notifying the LESSOR of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems present on the Premises;
- e. Immediately notifying the LESSOR of any inoperable doors or windows in the Premises.

5.9 LESSEE, in making improvements upon PREMISES, shall not grant permission for or permit any liens for labor or materials to attach thereto without the prior, written consent of COUNTY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against PREMISES. In the event any involuntary lien attaches to PREMISES, LESSEE shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow until the lien is discharged. Nothing contained herein shall prohibit LESSEE from financing improvements subject to a security lien thereon. However, LESSEE shall not permit any security lien to attach to the real estate upon which improvements are situated.

ARTICLE 6 – NON-DISCRIMINATION

The LESSEE for himself/herself, his/her personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

- a. No person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- b. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed, or national original shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- c. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said discrimination covenants, the LESSOR shall have the right to terminate the Contract and to re-enter and repossess said land and the facilities thereon, and hold same as if said Contract had never been made or issued.

Article 7 – AFFIRMATIVE ACTION

The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded in these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 8 – JUST SERVICE

LESSEE in the conduct of its authorized restaurant business activities on said demised premises and on said Airport, shall furnish good, prompt, and efficient service adequate to meet the demands for its service at the Airport, and shall furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service, provided, however, that LESSEE shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ARTICLE 9 – NON-EXCLUSIVE RIGHTS

LESSEE shall have the right and privilege of engaging in and conducting a restaurant on the premises of the Southern Wisconsin Regional Airport under the terms and conditions as set forth hereinafter, provided, however, that this Agreement shall not be construed in any manner to grant LESSEE or those claiming under it the exclusive right to the use of the premises and facilities of said Airport other than those premises leased exclusively to LESSEE hereunder.

ARTICLE 10- ACCESS TO PREMISES

LESSOR's Right of Entry: LESSEE agrees to and shall permit LESSOR, the State of Wisconsin and/or the United States Government to send their representatives and employees onto the premises, for the purpose of an inspection thereof. Following reasonable notice to LESSEE, LESSOR may enter upon the premises as often as LESSOR may deem necessary for the purposes of performing such maintenance and repairs as LESSOR reasonably may deem necessary or lawfully may be required to perform, inspecting the Premises, offering the Premises for lease (but only during the period which commences six (6) months prior to the expiration of the Term) or offering the Premises for sale. The foregoing shall not be deemed to require any additional notice from LESSOR in the case of a failure of LESSEE to perform its repair and maintenance obligations under Article 5 of this Lease if LESSOR has already provided the fifteen (15)-day notice to LESSEE required under Article 5. In such case, LESSOR may enter the Premises and perform any or all of such repairs and maintenance following such fifteen (15)-day notice. During the last six (6) months of the Term, LESSOR shall have the right to display "For Sale" and "For Lease"

signs on the Premises. Except in the case of an Event of Default by LESSEE, LESSOR's right of entry shall be exercised in a manner and during reasonable hours at times such that there shall be no unreasonable or material interference with the use and occupancy of the Premises by LESSEE for the conduct of its business operations.

ARTICLE 11 – SPECIAL EVENTS

This Lease is subject to current and future agreements with third parties for the conduct of special events on the Airport, (any such agreement hereinafter referred to as “Special Events Agreement”) and all rights (exclusive rights and other rights) and authority granted thereunder, including but not limited to rights related to use of the Airport. Without limiting the generality of the foregoing, the LESSEE acknowledges and agrees that:

- a. The Premises and LESSEE’s business operations will be impacted by Special Events and other activities that will occur before, during and after the Special Events (e.g., construction, set-up and tear down activities).
- b. The Premises will be closed to the general public for certain periods of time in connection with Special Events although ticket holders for Special Events may have access to the Premises. In the event of a conflict or ambiguity between this Lease and any Special Events Agreement, the Special Events Agreement shall prevail.
- c. In the absence of a written agreement between the LESSEE and Special Events event promoter which specifically provides otherwise, the LESSEE shall comply with the following regulations pertaining to the Premises during Special Events:
 - 1) temporary outdoor uses are prohibited;
 - 2) all uses, including but not limited to retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facilities, are prohibited;
 - 3) sale or distribution of food or any other item outside the Interior Premises is prohibited.
 - 4) temporary structures, including tents, shall not be erected and are prohibited;
 - 5) temporary signs, including signs on vehicles and buildings, visible from a street right-of-way and/or the Special Event Area are prohibited. Any sign erected shall be a permanent sign that has received the required permits;
 - 6) streamers, pennants, banners and inflatables, located within the Premises, which are visible from any street right-of-way and/or the Special Event area are prohibited.

ARTICLE 12 – SUBLEASE

LESSEE shall not assign this Lease nor sublet all or any portion of the Premises, without the written consent of LESSOR, which consent shall not be unreasonably withheld or delayed. Absent the written agreement of LESSOR, no assignment of this Lease or subletting of all or any portion of the Premises shall relieve LESSEE of any of the terms, conditions, covenants and obligations of this Lease on the part of LESSEE to be performed.

ARTICLE 13 – UTILITIES

13.1 Utilities: During the Term, LESSEE shall be responsible for and shall pay for all utility services associated with LESSEE's use of the Premises, including without limitation gas, electricity, air conditioning, sanitary and storm sewer, grease removal and disposal, and water, as well as any telephone, television and internet connections. LESSEE shall make its own billing and payment arrangements with the utility providers and any other service providers.

13.2 LESSEE shall be at all times subject to and shall fully and timely abide by any and all water, sewerage, wastewater, utility and other applicable Federal, State, County and City Statutes, ordinances, codes, regulations, rules, promulgations, mandates, edicts, orders and other lawful requirements of whatsoever kind or nature, as from time to time amended (hereinafter collectively referred to as Laws).

13.3 In the event that LESSEE fails to act in accord with any Laws, LESSEE shall be fully responsible for any and all costs of any City and/or County remedial activities necessary and/or desirable to abate the non-conformity and/or violation and effectuate compliance. This responsibility specifically includes repayment to the County of any costs or remedial activities the County is initially required to pay pursuant to an Agreement between the City of Janesville and the County for LESSEE's failure to act in accord with said Laws.

13.4 LESSEE acknowledges and concurs that the City of Janesville has the right, without the necessity for prior or subsequent notice to any person, to suspend, terminate, block, discontinue, re-route and otherwise interfere with or affect their water and sewerage mains and related appurtenances in order to timely comply with any and all lawful orders and directive of agencies (including City's) pertaining to said mains, appurtenances, and/or water and/or wastewater utilities. In the event the City of Janesville must take such action, LESSEE acknowledges that the County/Lessor shall not be liable to LESSEE for any damages resulting from said action.

ARTICLE 14 – TAXES

14.1 Real Estate Taxes and Assessments: During the Term, LESSOR shall pay all real estate taxes and assessments, general and special, levied against the Premises.

14.2 Rental Taxes. During the Term, LESSEE shall pay any and all rental taxes levied by the city, county or other governmental entity against the Premises.

14.3 Personal Property Taxes. During the Term, LESSEE shall be solely responsible for and shall pay for any taxes associated with its personal property

ARTICLE 15 - GOVERNMENTAL REQUIREMENTS

LESSEE agrees to comply with the requirements of every applicable federal, state and county law, rule and regulation, and with every lawful direction and order given by any public officer pursuant thereto.

In accordance with Rock County Resolution 11-10A-481 adopted October 13, 2011, LESSEE agrees that it will ban the open carrying of firearms and the carrying of concealed weapons in buildings and property leased from lessor and will place at its expense signs in proper number and in conformity with sec. 943.13(2)(bm), Wis. Stats. within 10 days of the start date of this lease.

ARTICLE 16 – INSURANCE

16.1 Property and Casualty Insurance: At all times during the Term, the LESSOR, at its sole cost and expense, shall cause the Premises to be fully and adequately insured with a customary policy of fire and extended coverage insurance (including flooding if available and legally required, vandalism, malicious mischief and special extended perils or all-risk) in an amount not less than the full replacement cost of the Premises, with a standard inflation guard endorsement.

16.2 Public Liability Insurance: During the Term, the LESSEE shall maintain in full force and effect a public liability insurance policy for the Premises as follows:

- a. Amount: \$1,000,000 Per Occurrence/\$5,000,000 Combined Aggregate
- b. Property damage: \$1,000,000

Such insurance policy shall name the LESSOR, the Public Works Committee, and LESSOR'S its officers, agents, employees and volunteers as additional insureds, under its policies and must be endorsed to the policy.

16.3 Damage or Destruction

- a. In the event that the Premises shall be damaged or destroyed by fire, explosion, or other casualty, or by any risk required to be insured against, Lessee shall promptly deliver to Lessor notice thereof. Unless terminated pursuant to the terms contained herein, this Lease shall remain in full force and effect, and, LESSOR, shall exercise good faith and diligent efforts promptly to repair the damage or destruction and restore the Premises to substantially that condition existing immediately prior to such damage or destruction. If LESSEE remains in occupancy of the Premises, LESSOR shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably with the use and occupancy of the Premises by LESSEE for the conduct of its business operations. Until the completion of LESSOR's repair

and restoration pursuant to this Section, LESSEE's obligation to pay rent and other amounts payable by LESSEE hereunder shall be abated as of the date of the damage or destruction in proportion to the extent of the value of the Premises for the use and occupancy thereof by LESSEE for the conduct of its business operations shall be reduced, as the parties shall agree.

- b. Rights of Termination: LESSOR's and LESSEE's respective rights to terminate this Lease upon the occurrence of certain damage or destruction shall be governed as follows:
- 1) If the Premises shall be damaged or destroyed to the extent of more than sixty percent (60%) of the full replacement cost thereof, then either LESSOR or LESSEE may elect to terminate this Lease by delivery of notice to the other within thirty (30) days after the date LESSOR or LESSEE first learned of such damage or destruction; or
 - 2) If repair and restoration of any such damage or destruction cannot reasonably be completed within one hundred (100) days after the date of notice to the LESSOR of the damage or destruction then LESSEE may elect to terminate this Lease by delivery of notice to LESSOR within thirty (30) days after the date of such damage or destruction; and
 - 3) Upon delivery of any notice pursuant to Article 16.3(a) or 16.3(b), and the payment or assignment to LESSOR of insurance proceeds to the extent of LESSOR's interest therein, this Lease shall terminate as of the date of the damage or destruction unless otherwise provided in such notice, and LESSEE's shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder through the date of such termination.
- c. Damage to Lessee Improvements
- 1) Should any improvements on Premises, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, LESSEE shall have the election of repairing or reconstructing the improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Public Works Committee or not to reconstruct the improvement. LESSEE shall notify LESSOR of its election within sixty (60) days after the occurrence of the casualty or the adjustment of the claim, whichever is later. In the event of damage or destruction on the Premises, LESSOR shall have no obligation to repair, replace, or rebuild the improvements or any fixtures, equipment or other personal property installed by LESSEE on Premises pursuant to this Lease. Nothing contained herein shall be deemed to release LESSEE from any of its repair, maintenance, or building obligations under this Lease. In the event LESSEE elects to repair, replace or rebuild as aforesaid, during the period of time thereof, rental fees provided for in this lease shall be proportionately abated from the date of loss until the same

is repaired, restored, or rebuilt, provided LESSEE does not use said damaged Premises or the location thereof for any purpose other than repairing, replacing, or rebuilding. The proportional amount of abatement will be determined by LESSOR. LESSEE agrees to commence such work promptly and to completion with due diligence, except for delays beyond LESSEE's control.

- 2) If LESSEE does not elect to repair, replace, or rebuild the damaged improvements, LESSEE shall at its own cost and expense, remove all debris resulting from the damage, including foundations, pavements, etc., to a depth of one (1) foot below the grade thereof and restore the surface to a level condition at its original elevation. Upon completion of such debris removal and restoration, this Lease shall terminate and LESSEE's and LESSOR's un-accrued obligations hereunder shall cease. If LESSEE does not elect to repair, replace or rebuild the damaged improvements within the before referenced sixty (60) day period of time, LESSEE shall have been deemed to elect not to repair, replace or rebuild the damaged improvements, LESSOR may elect to restore Premises to its original condition at the cost and expense of LESSEE and this Lease shall be deemed terminated.

16.4 LESSEE's Personal Property Coverage: LESSEE shall be fully responsible for insuring all personal property on the Premises, including, but not limited to equipment and materials being stored within the Premises.

16.5 LESSEE's Worker's Compensation Insurance: LESSEE will at all times during the term of this Lease keep in force and effect Worker's Compensation insurance in the amount required by the State of Wisconsin.

16.6 Certificates: LESSEE shall provide LESSOR with a certificate of the required insurance prior to the commencement of this lease. - The certificate(s) shall contain an agreement by the insurer that such insurance coverage shall not be modified or canceled without delivery of at least thirty (30) days' written notice to the insured party.

16.7 Mutual Waiver of Subrogation: Nothing in this Lease shall be construed so as to authorize or permit any insurer of LESSOR or LESSEE to be subrogated to any right of LESSOR or LESSEE against the other party arising under this Lease. LESSOR and LESSEE each hereby release the other to the extent of insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party. All insurance policies to be provided under Article 16 by either LESSOR or LESSEE shall contain a provision that they are not invalidated by the foregoing waiver.

ARTICLE 17 – DEFAULT BY LESSEE OR LESSOR

17.1 LESSEE's Default: The following events shall be deemed to be events of default by LESSEE under this Lease:

- a. LESSEE shall fail to pay any installment of the Rent herein reserved when due, or

any other payment or reimbursement to LESSOR required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due following written notice thereof by LESSOR to LESSEE.

- b. LESSEE shall fail to file with LESSOR required financial statements as described in section 3.2(b.) and such failure shall continue for a period of thirty (30) days from the date such statement was due following written notice thereof by LESSOR to LESSEE.
- b. LESSEE shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- c. LESSEE shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or an order for relief shall be entered against LESSEE in any proceedings filed against LESSEE thereunder.
- d. A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE.
- e. LESSEE shall fail to discharge any lien placed upon the Premises in violation of this lease within thirty (30) days after any such lien or encumbrance is filed against the Premises.
- f. LESSEE shall fail to perform any of its maintenance and repair obligations under Article 5 within fifteen (15) days after LESSOR's delivery to LESSEE of written notice of the need for such maintenance and repairs.
- g. LESSEE shall fail to comply with any term, provision or covenant of this Lease and shall not cure such failure within thirty (30) days after written notice thereof to LESSEE.

17.2 LESSOR's Remedies:

- a. Upon the occurrence of any Event of Default described in Article 17 hereof, LESSOR shall have the option to pursue any one or more of the following remedies after five (5) days written notice to LESSEE:
 - 1) Terminate this Lease, in which event LESSEE shall immediately surrender the Premises to LESSOR and if LESSEE fails so to do, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearage in Rent, enter upon and take possession of the Premises and expel or remove LESSEE and any other person who may be occupying such Premises or any party thereof without being liable for prosecution or any claim for damages therefor.
 - 2) Enter upon and take possession of Premises as permitted under law and expel or

remove LESSEE and any other person who may be occupying such Premises or any part hereof without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor, provided that such expulsion or removal is pursuant to law, all without terminating the Lease.

- 3) Alter all locks and other security devices at the Premises without terminating this Lease.
- b. Failure or delay by LESSOR in exercising any of the remedies in this section shall not waive LESSOR's right to exercise any such remedy, or any other remedy or action available at law or equity available to LESSOR to enforce its rights.
- c. No acceptance by LESSOR of rents, fees, charges, or any other payments or waiver by LESSOR of any other Event of Default on the part of LESSEE in the performance hereunder shall act as a waiver of LESSOR or any subsequent default or of any right granted under this Lease.

17.3 LESSOR's Default and LESSEE's Remedies: LESSOR shall be in default of this Lease if LESSOR fails to perform any term, condition, covenant or obligation of this Lease on the part of LESSOR to be performed within thirty (30) days after the date on which LESSOR receives from LESSEE notice by certified or registered mail specifically describing such failure.

ARTICLE 18 – WARRANTIES AND REPRESENTATION

18.1 Compliance with Laws

- (a) LESSOR covenants for the benefit of Tenant that the improvements located within the Premises or within the building housing a portion of the Premises as well as Lessor's maintenance and repairs under Article 5 shall be done in a good and workmanlike manner and substantially comply with all laws, ordinances and requirements, including without limitation the procuring of all building and other permits, licenses, approvals, and certificates of occupancy and the observance of applicable building, zoning, and other code requirements, of governmental authorities with competent jurisdiction, and notwithstanding any other provision of this Lease to the contrary, if any improvements, alterations or renovations to the Premises shall be required by any law, ordinance, or requirement of any governmental authority with competent jurisdiction, then LESSOR, at its sole cost and expense, shall perform such improvements, alterations, or renovations in a timely manner (unless caused by LESSEE's use of the Premises); provided, however, no alleged violation by LESSOR of any such law, ordinance, or requirement shall be deemed to constitute a LESSOR default, so long as LESSOR shall contest in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof.
- (b) LESSEE assumes full responsibility for and covenants for the benefit of LESSOR that LESSEE's improvement work, its maintenance and repairs and its use and occupancy of the Premises for the conduct of its business operations shall comply

with all applicable laws, ordinances, and requirements of governmental authorities with competent jurisdiction; provided, however, that (i) no alleged violation by LESSEE of any such law, ordinance or requirement shall be deemed to constitute a LESSEE default so long as LESSEE shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof; and (ii) LESSEE shall not be obligated to incur costs or expenses for improvements, alterations or renovations to the Premises required at any time or from time to time by any applicable law, ordinance or requirement of a governmental authority with competent jurisdiction, unless such improvements, alterations, or renovations specifically relate to LESSEE's use.

18.2 Hazardous and Toxic Conditions

- (a) To the best of LESSOR's knowledge and belief, LESSOR represents for the benefit of LESSEE that the Premises does not now, and at the LESSEE possession date will not contain any material classified as toxic or hazardous under applicable federal, state, and local laws, ordinances, and requirements of governmental authorities with competent jurisdiction (collectively, a "Hazardous Substance"). If a Hazardous Substance is discovered on the Premises to the extent such condition existed prior to or on the LESSEE possession date or is caused by LESSOR or any party other than LESSEE, then LESSOR shall promptly give LESSEE written notice of such condition and promptly cause such Hazardous Substance to be addressed and the Premises brought into compliance with applicable laws, ordinances, and requirements of governmental authorities with competent jurisdiction. LESSOR's sole responsibility to LESSEE shall be to remediate or to cause the responsible party to remediate such Hazardous Substance in a prompt and reasonable manner. Prompt Action shall mean to act in a commercially reasonable manner by timely retaining professionals who are tasked with the responsibility outlined above ("Prompt Action"). If LESSOR fails to take Prompt Action, LESSEE shall be free to do so and bill the full cost thereof to LESSOR, which LESSOR shall be obligated to pay within thirty (30) days of invoicing. The authorization to LESSEE hereunder shall be limited to performing the approved remediation plan as approved by the governing municipal body. In addition, in the event there is an existing Hazardous Substance that is later exasperated by LESSEE's use, or a new Hazardous Substance caused by LESSEE, then LESSEE shall be solely responsible for remediating such Hazardous Substance. For example, and for avoidance of doubt, in the event that there is asbestos in tile and by virtue of LESSEE's use that asbestos material is exposed, then in that event LESSEE shall be solely responsible for remediating that exasperated Hazardous Substance.
- (b) LESSEE agrees that, except for *de minimus* amounts of Hazardous Substances brought onto the Premises as necessary to service LESSEE's vehicles or by LESSEE's employees in the form of fluid for cigarette lighters and other personal items and Hazardous Substances in the form of products for sale which are handled by LESSEE in accordance with all legal requirements, it shall not bring Hazardous Substances onto the Premises nor allow LESSEE's employees or business invitees to bring Hazardous Substances onto the Premises. LESSEE agrees to indemnify

LESSOR pursuant to the provision of Article 18 hereof against any losses incurred by LESSOR arising out of any Hazardous Substance created by LESSEE on the Premises or out of any Hazardous Substances brought onto the Premises by LESSEE, its employees or business invitees. LESSEE shall have the right at any time during the Term, to make soil, environmental and other tests on the Premises, repairing all damages caused by such tests, with written consent from LESSOR, which consent shall not be unreasonably withheld.

ARTICLE 19 – INDEMNIFICATION

19.1 LESSEE Indemnification. LESSEE agrees that the Airport premises shall be used for the purposes set forth in this Lease and no other purpose. LESSEE agrees to indemnify and hold LESSOR, its officers, agents and employees, harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses of any kind, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of LESSEE, under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of LESSEE, or LESSEE's officers, employees, agents, contractors or invitees, except for the negligence or misconduct of LESSOR, or any of LESSOR's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease.

19.2 LESSOR Indemnification. LESSOR agrees to indemnify and hold LESSEE, its officers, agents and employees, harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses of any kind, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of LESSOR, under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of LESSOR, or LESSOR's officers, employees, agents, contractors or invitees, except for the negligence or misconduct of LESSEE, or any of LESSEE's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease.

- a. LESSOR shall not be responsible or liable to LESSEE for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.
- b. LESSOR shall not be responsible or liable to LESSEE for the failure of any public or private utility in supplying utilities to the Premises.
- c. LESSOR shall not be responsible or liable to LESSEE for any damage to any person or property of LESSEE or other person caused by or resulting from burst, broken, or leaking pipes or by or from, steam or the running, backing up, seepage or overflow of water or sewage in any part of the Premises or for any damage caused by or resulting from acts of God or the elements.

19.3 Conditions; Survival. The indemnification obligations created by this Section 19 shall be expressly conditioned upon the party seeking indemnification (i) delivering to the other party prompt notice of any event giving rise to such indemnification obligation and (ii) providing such other party the opportunity to defend itself from and against any Losses. The indemnification obligations under this Lease shall survive the expiration of the Lease Term (or earlier termination of this Lease).

ARTICLE 20 - SUSPENSION OF AIRPORT OPERATIONS

In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with LESSEE's operations for a period in excess of thirty (30) days, then in that event, LESSEE shall have the right upon written notice to LESSOR to terminate this Lease, or at its option to suspend this Lease for the period or periods of such interference in which event the rents shall not be paid or payable from the effective date of such notice until normal operations shall have been restored. LESSOR shall return to LESSEE a pro rata portion of any rents which may have been paid in advance for a month or proration thereof which falls within the period of interference. Such a suspension shall not toll the Term so as to extend the Term or any renewal thereof beyond the existing Term or Renewal Term then in effect.

ARTICLE 21 – AIRPORT PROTECTION

It shall be a condition of this Lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public:

21.1 The right of flight for the passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from or operating on the airport.

21.2 The right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, or locating any building, object structure on the Premises adjacent to the Airport, which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard.

21.3 The right to further develop or improve the Airport as it may determine in its sole discretion. LESSOR shall make every effort to minimize the disruption of LESSEE's Airport usage during periods of repair or further Airport development.

21.4 The right to lease the landing area or any part thereof to the United States Government for uses, including but not limited to military or naval uses, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of this Lease to the Government, shall be suspended. Such a suspension shall not toll the Term so as to extend the Term or any renewal thereof beyond the existing Term or Renewal Term, then in effect.

21.5 This Lease is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

ARTICLE 22 – INTEGRATION

This document is fully integrated embodying the entire agreement between the parties.

22.1 Entire Agreement; Amendments: This Lease contains the entire agreement between the parties, and no promise, representation, warranty, covenant, agreement or understanding not specifically set forth in this Lease shall be binding upon, or inure to the benefit of, either party. This Lease may not be amended, altered, modified or supplemented in any manner except by an instrument in writing duly executed by the parties.

22.2 Counterparts: This Lease may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives as of the day and year first above written.

LESSOR's Seal

LESSOR

ROCK COUNTY, WISCONSIN

BY: _____
J. Russell Podzilni, County Board Chair

BY: _____
Lisa Tollefson, County Clerk

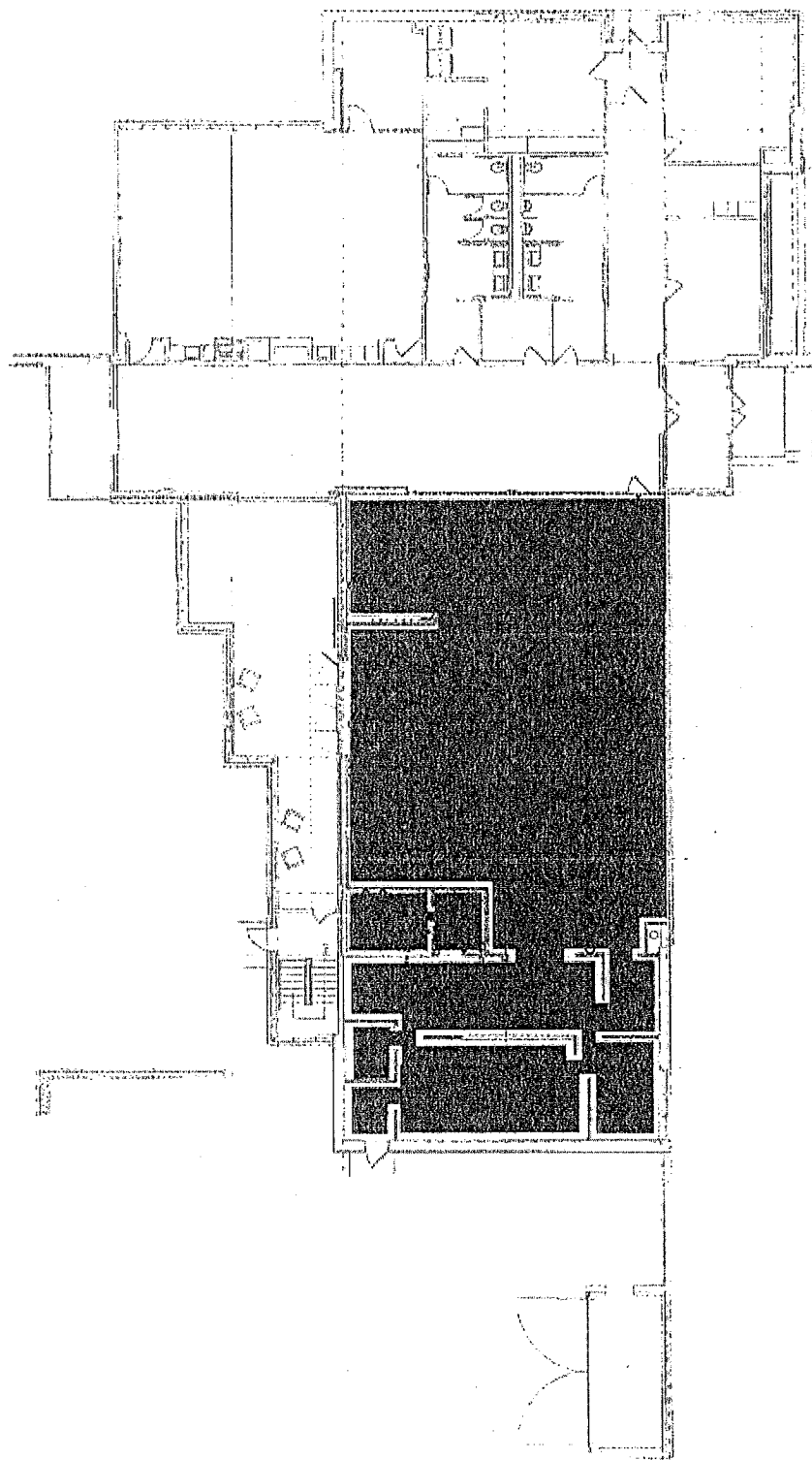
LESSEE's Seal

LESSEE

GERONIMO HOSPITALITY GROUP, LLC

BY: _____

Exhibit A



**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

COUNTY BOARD STAFF
COMMITTEE
INITIATED BY



RICHARD GREENLEE
DRAFTED BY

JANUARY 25, 2018
DATE DRAFTED

COUNTY BOARD STAFF
COMMITTEE
SUBMITTED BY

**RESOLUTION EXTENDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF BELOIT, THE COUNTY OF ROCK AND THE HO-CHUNK NATION**

1 WHEREAS, the City of Beloit ("City"), County of Rock ("County") and the Ho-Chunk Nation
2 ("Nation") had previously in March, 2012 entered into an Intergovernmental Agreement ("IGA")
3 relating to the construction and operation of a Class III Gaming Facility on property owned by the
4 Nation in the City of Beloit; and

5
6 WHEREAS, the Intergovernmental Agreement indicated that it would automatically expire
7 three (3) years from the execution if Trust approval date had not yet occurred unless the parties agreed
8 otherwise in writing; and

9
10 WHEREAS, the Intergovernmental Agreement was extended for a three (3) year period by
11 agreement of the parties in March 2015, setting forth a new expiration date of March 26, 2018; and

12
13 WHEREAS, the Nation has submitted a Federal Trust Application, including the IGA, for
14 approval to the United States Secretary of the Interior ("Secretary") and a land to trust decision has yet
15 to occur; and

16
17 WHEREAS, the continued support of host local governments is important to secure the
18 Secretary's approval of the Federal Trust Application and to the ultimate success of the Beloit Class III
19 Gaming Facility; and

20
21 WHEREAS, the County recognizes that said Class III Gaming Facility will be beneficial to the
22 City, the County, area residents, and to the Nation and its members by, in part, providing employment
23 opportunities and promoting economic development in the region; and

24
25 WHEREAS, the Nation has ownership of the site, and said site is specified in the IGA and is
26 included in their Federal Trust Application; and

27
28 WHEREAS, the Nation has entered into a Gaming Compact with the State of Wisconsin, which
29 provides for an additional Class III Gaming site; and

30
31 WHEREAS, said Gaming Compact in Article XXVII B requires that a resolution of support
32 authorizing Class III Gaming be delivered to the Governor by the city and the county where such site is
33 to be located.

34
35 NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors, in
36 session this _____ day of _____, 2018, that they extend the current IGA between the City,
37 the County and the Nation for an additional three (3) year period.

38
39 BE IT FURTHER RESOLVED that the County hereby continues to authorize Class III Gaming
40 consistent with the IGA and also authorizes the delivery of this resolution of support to the Governor of
41 the State of Wisconsin.

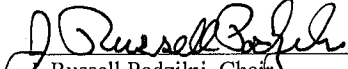
42

18-2B-457

42 BE IT FURTHER RESOLVED that the County Board Chair and County Clerk be authorized to
43 execute the amendment/extension of the IGA on behalf of the County of Rock.

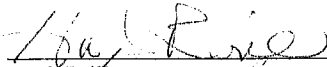
Respectfully submitted:


COUNTY BOARD STAFF COMMITTEE

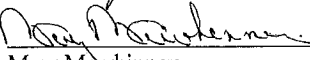

J. Russell Podzilni, Chair



Sandra Kraft, Vice Chair

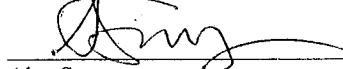
Absent
Eva Arnold

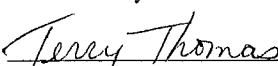

Hank Brill


Betty Jo Bussie


Mary Mawhinney

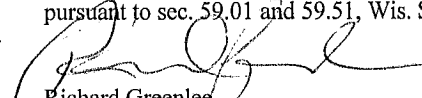

Louis Pepr


Alan Sweeney


Terry Thomas

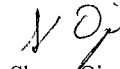
LEGAL NOTE:

The County Board is authorized to take this action pursuant to sec. 59.01 and 59.51, Wis. Stats.


Richard Greenlee
Corporation Counsel

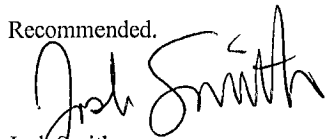
FISCAL NOTE:

This agreement requires the County to provide usual and customary services to the proposed casino. These costs cannot be measured at this time. It also provides for the Ho-Chunk Nation to make payments equaling 2% of the net win to the City of Beloit, of which the County would receive 30%. These payments would be in lieu of property taxes. The financial impact is unknown at this time.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

EXECUTIVE SUMMARY

This resolution extends the Intergovernmental Agreement between the City of Beloit, the County of Rock and the Ho-Chunk Nation. It relates to the construction and operation of a Class III gaming facility on property currently owned by the Ho-Chunk Nation in the City of Beloit. The previous IGA is set to expire at its three-year deadline. This resolution is to amend the existing IGA for an additional three-year period of time. The continued support of the County is important to help secure the Secretary of the Interior's approval of the Federal Trust Application. The County recognizes that such a facility would be beneficial to area residents by providing employment opportunities and promoting economic development. The amendment of the IGA would continue to provide that the Ho-Chunk Nation would make payments equaling 2% of the net win proceeds to the City of Beloit, of which the County would receive 30%.

SECOND AMENDMENT OF INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Second Amendment") is effective on January 29, 2018 ("Second Amendment Effective Date") by and between the HO-CHUNK NATION, a federally recognized Indian Tribe organized under Section 16 of the Indian Reorganization Act (the "Nation"), the CITY OF BELOIT, a municipal corporation organized under the laws of the state of Wisconsin (the "City"), and the COUNTY OF ROCK (the "County"), a municipal corporation organized under the laws of the state of Wisconsin. The Nation, City and County are each a "Party" and are collectively the "Parties."

The Parties entered into that certain Intergovernmental Agreement with an Execution Date of March 26, 2012 (the "Original IGA"). The Parties amended the IGA pursuant to that certain First Amendment of Intergovernmental Agreement with an effective date of March 1, 2015 ("First Amendment"). The Original IGA, as amended by the First Amendment, is the "IGA." The Parties wish to amend Section 4.3 of the IGA to extend the date of automatic expiration from March 26, 2018 to March 26, 2021.

The Parties further agree as follows:

1. Defined Terms. Any capitalized term used but not defined in this Second Amendment has the meaning given it in the IGA.
2. Automatic Expiration Extension. Section 4.3 of the First Amendment is hereby deleted in its entirety and replaced with the following:

Section 4.3. **Automatic Expiration.** Unless the Parties agree otherwise in writing, this IGA automatically expires and becomes null and void on March 26, 2021 if the Trust Approval Date has not then occurred. However, if the Trust Approval Date has occurred on or before March 26, 2021, then this Section 4.3 shall be deemed deleted from this IGA.

3. Full Force and Effect. Except as modified by this Second Amendment, the IGA and all of its terms and conditions are in full force and effect.
4. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

(Signatures on following pages)

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the Second Amendment Effective Date.

ATTEST:

CITY OF BELOIT, WISCONSIN

By: _____
Lori Stottler, City Clerk-Treasurer

By: _____
Lori Curtis Luther, City Manager

Approved as to Form:

By: _____
Elizabeth A. Krueger, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit, if any, pursuant to this First Amendment.

By: _____
Eric Miller, Finance & Administrative Services Director

ATTEST:

COUNTY OF ROCK, WISCONSIN

By: _____
Lisa Tollefson, County Clerk

By: _____
J. Russell Podzilni, County Board Chair

ATTEST:

HO-CHUNK NATION

By: _____
Tribal Secretary

By: _____
Douglas Greengrass, Vice President

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY



Annette Mikula, HR Director
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

February 5, 2018
DATE DRAFTED

**TO RATIFY THE 2018-2019 LABOR AGREEMENT BETWEEN ROCK COUNTY
AND DEPUTY SHERIFF'S ASSOCIATION**

- 1 **WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and
- 2
- 3 **WHEREAS**, representatives of the Deputy Sheriff's Association have met with the County's
- 4 Bargaining Team in an attempt to arrive at a mutual agreement on wages, hours and conditions of
- 5 employment; and
- 6
- 7 **WHEREAS**, the proposed wage settlement represents an across the board wage increase of 2.58%
- 8 effective July 1, 2018, along with an additional 1% employee contribution to their WRS retirement cost
- 9 effective July 1, 2018; and a modification to the step progression sequence by changing the 9 Year step
- 10 to a 7 Year step and the 14 Year step to a 12 Year step effective January 1, 2018, as well as educational
- 11 incentive adjustments, which will be \$150 per month for a Master's degree, \$125 per month for a
- 12 Bachelor's degree, and \$75 for an Associate's degree pre-1998 employees effective January 1, 2018;
- 13 and
- 14
- 15 **WHEREAS**, the proposed wage settlement represents an across the board wage increase of 2.0%
- 16 effective February 15, 2019, and educational incentive adjustments, which will be \$150 per month for a
- 17 Master's degree, \$125 per month for a Bachelor's degree, and \$75 for an Associate's degree pre &
- 18 post-1998 employees effective January 1, 2019
- 19
- 20 **WHEREAS**, the membership of the Association has ratified the agreement; and,
- 21
- 22 **WHEREAS**, a summary of the contractual agreement is attached.
- 23
- 24 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 25 this _____ day of _____, 2018 does hereby ratify the terms and conditions of the 2018-
- 26 2019 labor agreement between Rock County and the Deputy Sheriff's Association.

18-2B-458

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J Russell Podzilni
J Russell Podzilni, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Absent
Eva Arnold

Henry Brill
Henry Brill

Betty Jo Bussie
Betty Jo Bussie

Mary Mawhinney
Mary Mawhinney

Lou Peer
Louis Peer

Alan Sweeney
Alan Sweeney


Terry Thomas
Terry Thomas

TO RATIFY THE 2018-2019 LABOR AGREEMENT BETWEEN ROCK COUNTY AND THE
DEPUTY SHERIFF'S ASSOCIATION

Page 2

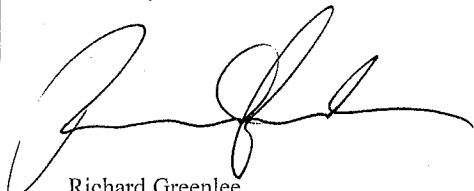
FISCAL NOTE:

	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Inc.</u>
2018	4,954,694.96	124,654.12	2.58% eff. 7/1/2018	2.52%
Retirement Contribution		-25,766.92		<u>-0.52%</u> 2.00%
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Inc.</u>
2019	5,066,220.79	103,131.04	2.0% eff. 2/1/2019	2.04%


Sherry Oja
Finance Director

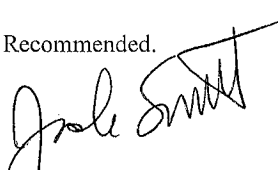
LEGAL NOTICE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 111.70, Wis. Stats.


Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

AGREEMENT BETWEEN
ROCK COUNTY, WISCONSIN
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
2018-2019

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AGREEMENT

This Agreement made and entered into this _____ day of _____, 2018 by and between Rock County, Wisconsin hereinafter referred to as County and the Rock County Deputy Sheriff's Association, hereinafter referred to as the Association.

ARTICLE I - RECOGNITION

- 1.01 The County recognizes the Association as the exclusive collective bargaining representative for all non-ranking deputies, and detectives below the rank of lieutenant, employed by the County in classifications set forth in Appendix A, but excluding all other employees accordance with WERC Case CXXXVI, No. 27879 ME-1994 dated August 28, 1981.

ARTICLE II MANAGEMENT RIGHTS

- 2.01 The management of the Department and the direction of the working force is vested exclusively in the Sheriff, including, but not limited to the right to hire or appoint, suspend, demote, discipline or discharge for cause (all pursuant to the provisions of Wis. Stats. 59.26) for the Sheriff's Department to transfer or layoff for economic or other legitimate reasons, to determine the type, kind and quality of service to be rendered to the citizenry, to determine the location, operation and type of any physical structures or facilities of any division or shift within a division, to plan and schedule service, work shifts and training programs, to establish reasonable work rules, to determine what constitutes good and efficient County service and all other functions of management and direction not expressly limited by the terms of this Agreement. The Association expressly recognizes the prerogative of the County and the Sheriff to operate and manage its/his affairs in all respects in accordance with it/his responsibilities.

ARTICLE III - PROBATIONARY PERIOD

- 3.01 Length. All newly hired employees shall serve a probationary period of one (1) year of continuous service, except newly hired employees who have not been certified as law enforcement officers by the State of Wisconsin as of their date of hire, in which case the employee shall serve a probationary period of one (1) year, plus a period of time equal to the time spent in law enforcement certification training as established by the State Law Enforcement Standards Board. During such probationary period, they shall not attain any seniority rights and shall be subject to dismissal at the sole discretion of the Employer and without recourse to appeal the dismissal through the grievance procedure hereinafter provided.
- 3.02 Probationary Period For Promotions. Employees promoted to positions in the classification of Detective shall serve a probationary period of one (1) year. Each probationary Detective shall be evaluated midway during and one month prior to completion of his/her probationary period.
- If the employee failed in the sole judgment of the Department Head to successfully complete the probationary period, the employee shall have the right to return to his/her former position.
- 3.03 Upon the successful completion of the probationary period, the employee shall have seniority rights from the date of original hire.

- 3.04 Any member of the Association who accepts a promotion within the Sheriff's Department to a position in the Supervisor's Association or a unilateral command position, shall retain the right to return to the Association. Any employee who returns to the Association under this provision will have the seniority that the employee had as of the date of promotion, except that for benefit purposes, all years of continuous employment will be counted.

ARTICLE IV - LEAVES OF ABSENCE

- 4.01 Length. Leaves of absence without pay for periods not in excess of six months in any year, may in the discretion of the department head be granted in writing to any employee who has completed his/her probationary period, providing such employee does not accept employment elsewhere. Failure to grant leave of absence shall not be subject to the grievance procedure. The employee to whom written leave of absence has been granted shall be entitled at the expiration of the time stated on such leave to be reinstated to a comparable position or the one in which he/she was employed at the time the leave was granted. The Association shall be provided with a copy of the written leave by the Employer at the time such leave is granted.
- 4.02 Anniversary Date. When a leave of more than thirty days is granted, the employee's anniversary date shall be advanced by the amount of time that the leave exceeds thirty days and such time shall not be counted for the purpose of computing salary increments, except leave necessary for illness, injury or maternity when member has no sick time left.
- 4.03 Military Leave. Leaves of absence shall be automatically granted all full-time employees who are called or volunteer for military service and such employees shall be reinstated to at least their former job level or classification at the expiration of their military service, all pursuant to the provisions of Wis. Stats. 45.50 and Title 38 of the Federal Code as it applies to military leave.

ARTICLE V - HOLIDAYS

5.01 Holidays - Sheriff's Office.

- A. Employees shall be granted the following holidays off with pay:

1) New Year's Day, 2) Memorial Day, 3) July 4th, 4) Labor Day, 5) Thanksgiving Day, 6) Friday following Thanksgiving, 7) Christmas and three "floating" holidays to be selected by the employee. New employees who commence employment on or after July 1, of each year shall be granted only two "floating" holidays.

- B. If the holiday falls on a regular scheduled day of work for an employee on a 5-2, 5-3 schedule, the employee shall be compensated at one and one-half times the employees' normal hourly rate of pay and the employee will be granted a day in lieu thereof off with pay. If the holiday falls on a regular scheduled day off for an employee on a 5-2, 5-3 schedule, the employee will be granted a day in lieu thereof off with pay. If the holiday falls on a weekend for an employee on a 5-2 schedule, the employee will be granted a day in lieu thereof off with pay. Any such requested days off shall be granted subject to the approval of the Sheriff with regard to the particular day requested.

Employees called into work on a holiday shall receive the overtime rate for all hours worked in addition to the holiday pay.

- C. Requests for holiday time shall be by seniority within each shift of each division, but the days must be requested prior to February 1 of the New Year. Holiday requests will be granted only after all vacation requests have been approved. After February 1, all holiday requests will be approved on a first come, first serve basis, with no regard to seniority. Holidays may be used in increments as small as one-quarter (1/4) hour at a time, except Floating Holidays which must be used in single day increments.
- D. An employee on a 5-2 schedule who works eight (8) hours on a holiday shall receive one and one-half (1 1/2) times the employee's normal hourly rate of pay and will be paid eight (8) hours of holiday pay or granted a day off with pay in lieu thereof, at the employee's option. If an employee on a 5-2 schedule works less than eight (8) hours on a holiday, he/she shall receive one and one-half (1 1/2) times the employee's normal hourly rate of pay for hours worked and eight (8) hours of pay for the holiday.
- Court Officers must be available, as necessary, to staff holiday court proceedings. When Court Officers are needed to work on a holiday, the work will be offered by seniority. If the work cannot be assigned voluntarily, it will be assigned by reverse seniority.
- E. Employees hired on or after May 1, 1998 shall have the right to accumulate and must use their holidays within twelve (12) months of earning said holiday. If not used, the holiday will be paid out.

- 5.02 Compensatory Time. If a holiday falls on an employee's scheduled day off, the employee shall have a compensatory day off with pay. Any such requested days off shall be granted subject to the approval of the Sheriff with regard to the particular day requested.
- 5.03 If a holiday falls on an employee's scheduled day of work, the employee shall be paid time and one-half for all hours worked.

ARTICLE VI - VACATIONS

- 6.01 Length. All regular full-time employees shall earn vacation from the most recent date of employment followed by uninterrupted employment. Leaves of absence pursuant to Article VII shall not be counted as an interruption of employment.
- 6.02 Schedule. Employees shall be entitled to annual paid vacations as follows: Upon the completion of one year, ten working days; in addition, employee shall be entitled to one additional day of vacation per year for each additional year of employment up to a maximum of twenty-two working days of paid vacation per year.
- 6.03 Employees hired after February 1, 2002 shall be entitled to annual paid vacation as follows: upon the completion of one year, ten working days. Each year starting with the completion of 5 years of service, an employee shall receive 1 additional day of paid vacation up to a maximum of 25 days according to the following schedule:
- | | | | | | |
|----------------|---|---------|----------------|---|---------|
| After 5 years | - | 11 days | After 13 years | - | 19 days |
| After 6 years | - | 12 days | After 14 years | - | 20 days |
| After 7 years | - | 13 days | After 15 years | - | 21 days |
| After 8 years | - | 14 days | After 16 years | - | 22 days |
| After 9 years | - | 15 days | After 17 years | - | 23 days |
| After 10 years | - | 16 days | After 18 years | - | 24 days |
| After 11 years | - | 17 days | After 19 years | - | 25 days |
| After 12 years | - | 18 days | | | |

Employees hired prior to February 1, 2002 will receive vacation as specified in Article 6.02 until the employee's length of service would provide more vacation under Article 6.03, at which time the employee will be placed in the vacation scheduled specified in Article 6.03.

Effective January 1, 2014 Employees hired after February 1, 2002 shall be entitled to annual paid vacation as follows: upon the completion of one year, ten working days. Each year starting with the completion of 2 years of service, an employee shall receive 1 additional day of paid vacation up to a maximum of 25 days according to the following schedule:

After 2 years -	11 days	After 10 years -	19 days
After 3 years -	12 days	After 11 years -	20 days
After 4 years -	13 days	After 12 years -	21 days
After 5 years -	14 days	After 13 years -	22 days
After 6 years -	15 days	After 17 years -	23 days
After 7 years -	16 days	After 18 years -	24 days
After 8 years -	17 days	After 19 years -	25 days
After 9 years -	18 days		

Employees hired prior to February 1, 2002 will receive vacation as specified in Article 6.02 until the employee's length of service would provide more vacation under Article 6.03, at which time the employee will be placed in the vacation scheduled specified in Article 6.03.

- 6.04 Staffing. The number of employees on vacation within a given shift or division at any given period shall be determined by the Sheriff.
- 6.05 Selection. Choice of vacation time shall be by seniority within each shift of each division, but the days must be requested prior to February 1 of the New Year. Vacation may be used in increments as small as one-quarter (1/4) hour at a time. Preference (by seniority) shall be granted to full day increments. After February 1, all vacation requests will be approved on a first come, first serve basis, with no regard to seniority.
- 6.06 Consecutive Weeks. Employees may take two consecutive weeks of their earned vacation and with prior approval of the Sheriff, may take all their earned vacation consecutively.
- 6.07 Termination. Employees who give at least two weeks prior notice of termination of employment, and employees or the heirs thereof, whose services are terminated due to discharge (except for dishonesty), retirement or death shall receive all earned vacation based on months of service on a pro-rata basis. A fractional month of employment shall be counted as a whole month when the fraction is one-half or more and dropped when less than one-half. Payment shall be made in full on the next regular payday after termination.

ARTICLE VII - SICK LEAVE

- 7.01 Accumulation. Each full-time employee shall accumulate one sick leave day with pay for each month or major fraction thereof of employment until a total of one hundred-fifty days has been accumulated.
- 7.02 Notice. Sick leave pay shall begin on the first day of absence for illness and notice shall be given by the employee at least two hours prior to his/her starting time, if possible. Failure to give such notice which is due to the carelessness or negligence of the employee shall result in a forfeiture of one days sick leave pay to which such employee would otherwise be entitled. Sick leave may be used in increments as small as one-quarter (1/4) hour at a time.

7.03 Retirement or Voluntary Termination.

- A. An employee who leaves the service voluntarily after fifteen years or more of service, shall receive payment in money for accumulated sick leave up to, but not exceeding one hundred days. The employee shall notify his/her supervisor thirty days prior to date of separation from service. A day shall be defined as a regular working day in computing the payment in money. Payment shall be made in full on the next regular payday after retirement.
- B. Survivor Benefit. In the event of a death of an employee who is still in service, the County shall pay in money for any of his/her accumulated sick leave, up to, but not exceeding sixty-five days to his/her surviving spouse, if any and then to his/ her children if any and then to his/her heirs at law.

7.04 In the event of a death an employee may be excused from work without loss of pay for up to a maximum of thirty-two (32) hours annually for the purpose of attending a person's wake, visitation, memorial service, funeral, or make necessary arrangements regarding the person's death, within a reasonable time after the occurrence.

If additional time is required beyond the thirty-two (32) hours annually, an employee may request to use accumulated vacation, holiday or comp-time. Sick leave cannot be used.

Bereavement leave cannot be accrued from one year to the next.

Bereavement leave can be used in increments of quarter hours.

All leaves under this section shall be prorated based upon the employee's FTE.

7.05 Pallbearer Pay. In the event an employee is requested to act as a pallbearer for a funeral not otherwise eligible for funeral leave, he/she shall be granted no more than one day to so serve without loss of pay.

7.06 Worker's Compensation. In the event of illness or injury incurred as a direct result of a service related incident, an employee shall be paid his/her regular salary provided that he/she returns all weekly payments from Worker's Compensation to the County. Said payments shall continue for a period not to exceed two calendar years.

7.07 Sick Leave Payment. Employees with at least ten years of service who have accumulated more than one hundred days of sick leave may elect to be paid in cash for those days beyond one hundred at a rate of one day of sick leave equals one-half day pay. Employees must notify the department through sign-up, of their intention to collect such pay for sick leave before December 1, of each year. Employees failing to notify the department as required will not be permitted to sign up until the following year. Said payout shall be for a time accrued as of December 31, of the year the election is made, and shall be paid out on the second paycheck in January.

ARTICLE VIII - HOURS OF WORK, WAGES AND CLASSIFICATIONS

8.01 Work Schedule. The hours of work for all regular full-time employees shall average forty hours per week annually. The workweek shall be five (5) days on/two (2) days off, five (5) days on/three (3) days off schedule, or a straight five (5) days on/two (2) days off schedule. Those regular full-time employees working a straight five (5) days on/two (2) days off schedule shall be paid for eighty (80) hours on a bi-weekly basis.

8.02

Shift Structure.

- A. The hours of work for employees assigned the work schedule of five (5) days on/two (2) days off, five (5) days on/three (3) days off, shall be on either the first shift (7:00 am to 3:00 pm), second shift (3:00 pm to 11:00 pm), mid-shift (7:00 pm to 3:00 am), or third shift (11:00 pm to 7:00 am). All employees on this shift schedule shall report to work one-half (1/2) hour prior to commencement of their shift. It is understood and agreed that employees may be called for emergency work at anytime.
- B. Exemptions from the above scheduled hours may be adopted for Detectives, Process Servers, Court Officers, Support Service Officers, Narcotics Officers. Such employees shall work a 5-2 schedule with workdays and hours as follows:

Civil Process: Monday thru Friday, 8:00 am to 4:00 pm/1:00 pm to 9:00 pm;

Detectives: Regularly Scheduled--Monday thru Friday, 7:30 am to 3:30 pm/3:00 pm to 11:00 pm;

Bureau of Identification: Regularly Scheduled Monday thru Friday, 7:00 am to 3:00 pm or 8:00 am to 4:00 pm.

Narcotics Officer: flex hours only;

Support Service Officer: 7:00 am to 3:00 pm, Monday thru Friday;

Court Officers: Monday thru Friday, 7:00 am to 3:00 pm/8:00 am to 4:00 pm/9:00 am to 5:00 pm./10:00 am to 6:00 pm. The Court Officer shall be regularly assigned to one of these scheduled shifts.

The hours of employees who are exempt from Article 8.02 (A) shall be scheduled in advance and in writing.

Should the Department establish new assignments, the County and the Association shall negotiate required schedules. Assignments under this provision shall be made following the posting of such assignment for employees to sign indicating an interest. Said assignments shall be on a voluntary basis. If there are not qualified signers the position shall be filled using paragraph 8.02(a).

- C. The Employer shall continue the practice of considering request for shift preference based on seniority, subject to the staffing requirements of the Employer; however, such request must only be honored when a vacancy or staffing change occurs; no bumping shall be allowed.
- D. In order to ensure weekend coverage, detectives will be assigned to weekend and holiday on-call status on a rotating basis. Detectives assigned to weekend investigative on-call status shall limit their activities while on-call so as to be able to respond to the Sheriff's Office following the below listed conditions:
1. A pager or cell phone shall be provided to the detective on call.
 2. One detective shall be responsible for on-call status for each day over the weekend. Detectives shall be allowed to switch assigned weekends or days within the weekend, with notice to and approval of a supervisor. Approval will not be unreasonably denied.

3. The detective shall respond in person to the Sheriff's Office as soon as practicable, but not longer than a two-hour period of receiving an alerting page or call.
4. On-call detectives shall maintain themselves in a fit-for-duty condition while on call.
5. A weekend of investigative on-call shall be defined as the time period from 11:00 PM on Friday until 7:30 AM on the following Monday.

E. Compensation for this on call status shall be as follows:

1. On-call detectives will be compensated with four (4) hours of compensatory time or (4) hours straight time for each day they are scheduled on call for a total of eight (8) for each weekend.
2. This on-call system shall also apply to holidays. The Thursday and Friday Thanksgiving holidays and subsequent weekend shall be separated into two separate on-call assignments.
3. If called into duty, the call-in provision of the collective bargaining agreement shall apply in addition to the compensation provided in this agreement.
4. The use of compensatory time earned under this agreement shall be according to Article 8 – Hours of Work, Wages and Classifications, Section 8.10 – Compensatory time off/Overtime Payment.
5. Assignment of on-call weekends shall be completed after the vacation selection process. First, the Department shall post a sign up sheet for all weekends and holidays from February 1, of the current year to January 31 of the following year. Selection of the on-call weekends and holidays shall be offered by seniority. After all detectives have selected by seniority, open on-call weekends and holidays shall be assigned on a rotating basis, starting with the least senior detective. Seniority referred to in this section means seniority based on detective rank date.

F. The Sheriff, or authorized designee, may place an employee in alert status via voice contact or confirmed electronic communication during which the employee shall be available and ready for duty when contacted within one hour. An employee placed in alert status shall receive an hourly rate equal to 15% of the top patrol Deputy's hourly rate for every hour in which they are in alert status, with a four (4) hour minimum.

8.03 Overtime. Employees working a 5-2, 5-3 schedule shall receive time and one-half (1 1/2) in compensation for all hours worked in excess of eight and one-half (8 1/2) per day. Employees working a 5-2, 5-2 schedule shall receive time and one-half (1 1/2) in compensation for all hours worked in excess of eight hours per day and forty hours per week. Overtime shall be computed on base salary plus shift differential. Employees called into work who report to work shall be compensated on a minimum of two (2) hours of pay at said overtime rate.

If a vacation, holiday or compensatory time is scheduled at least 24 hours in advance, and is subsequently cancelled by management, the employee will be paid time and one-half (1 1/2) for hours worked and will retain the vacation, holiday or compensatory time in the appropriate bank. If the employee works less than eight (8) hours, he/she will be paid time and one-half (1 1/2) for hours worked and the remainder of the eight (8) hours will be paid as vacation, holiday or compensatory time off, whichever was to be used for the off time. If the partial day was scheduled as a floating holiday, the floating holiday time not used to complete the eight (8) hour day will be transferred to the employee's regular holiday bank.

- 8.04 Subpoena Pay. Employees who are not on duty shall receive time and one-half pay for all time in court when subpoenaed by court to appear in traffic, civil and criminal cases directly to their employment with Rock County or when specifically requested by the Sheriff, Office of District Attorney or Corporation Counsel. Employees whose services are required under this provision and who are not on duty shall receive a minimum of two (2) hours pay at time and one-half. There shall be a maximum of three (3) subpoenas per day.
- 8.05 Subpoena Cancellation Pay. Employees who are subpoenaed to testify on off-duty time and are not notified of the cancellation or dismissal of said subpoena at least twenty-four hours prior to the time scheduled for appearance, shall be paid two hours of pay at their regular rate of pay. There shall be a maximum of two (2) canceled subpoenas per day.
- 8.06 Classification. Each employee presently employed or hired after adoption of this contract shall be classified by job title as listed under Appendix A under "Classification". The anniversary date of employment shall determine the step placement and Section 8.07 of Article VIII shall be used to determine the progression.
- 8.07 Pay Progression. Employees shall normally be hired at Step A as set forth in the applicable appendix-classification schedule and shall then be advanced to Step B upon completion of twelve months of service, to Step C upon completion of twenty-four months of service, to Step D upon completion of forty-eight months of service, to Step E upon completion of eighty-four months of service, and to Step F upon completion of one-hundred forty-four months of service.

The Sheriff may determine that a particular appointment be made above the entrance pay rate, up to Step D, in recognition of relevant experience and/or exceptional qualifications. In this scenario, the employee will receive completion credits, as labeled in the wage schedule, towards step progression. For example, if the employee is awarded Step B they have earned 12 months toward movement to Step C. These completion credits only apply to step progression and no other benefits or seniority. Upon completion of the probationary period, the completion credits shall be applied to the employee's vacation allotment up to Step D.

Effective July 1, 2018 each step in the classification schedule shall be increased by 2.58% and effective February 15, 2019 each step in the classification shall be increased by 2.0%.

- 8.08 Pay Schedule. The classification and salary steps listed in Appendix A shall be in effect on the date specified in the appendix.
- 8.09 Pay Date. Employees shall be paid every two weeks.
- 8.10 Compensatory Time Off/Overtime Payment. A Deputy may select to be paid for all of his/her overtime at the rate of time and one-half, or take his/her overtime in a comp-time procedure at the rate of time and one-half not to exceed a total of 80 hours. All time accumulated over the 80 hours would automatically be paid at a rate of time and one-half. Utilization of said leave shall be subject to authorization of the shift commander or appropriate supervisor. Comp time may be used in one-quarter (1/4) increments.
- Compensatory time must be taken in the calendar year in which it was generated or it will be paid out on the 25th pay date of the calendar year in a separate check.
- 8.11 Deputies who perform the duties of a Field Training Officer shall receive one (1) hour of straight-time to be taken as pay or comp-time for each four hour period or substantial portion thereof.

ARTICLE IX - BENEFITS IN LIEU OF WAGES

- 9.01 Life Insurance. The County having elected to participate in the State Life Group Insurance Program for employees of Wisconsin Municipalities, pursuant to the provisions of Wisconsin Statutes 40.20, shall continue to so participate with the County paying ninety-five percent of the total cost thereof, with coverage of \$1,000 for each \$1,000 of annual base salary or fraction thereof.
- 9.02 Uniform Allowance. Effective January 1, 2014 each full-time employee shall be granted an annual uniform allowance of \$1,025.00. This shall be paid to the employee on or before January 15 of each year by separate check. Newly hired employees who leave the County employment within one calendar year of date of employment, shall be required to return all uniform equipment purchased by the County. Employees may purchase bullet-proof vests from their basic allowance.
- 9.03 Health Insurance. A group comprehensive major medical plan shall be in force for all full-time employees, the premiums for which shall be paid by the County. In addition, all full-time employees shall have the like coverage provided for their spouse and children, the expense of which shall be provided by the County during the term of the contract. During the term of the contract the health insurance plan in effect will not be modified except by mutual agreement of the parties. The schedule of medical benefits will be modified as specified in Appendix B.
- 9.04 Health Insurance For Retirees.
- A. Effective January 1, 2014, for employees retiring after attaining age 53, the County shall pay 100% of the health insurance premiums for the applicable coverage for the retired and eligible dependents ~~in~~ until such time as the employee becomes eligible for coverage under any federal health insurance plan, which is understood to be Medicare / Medicaid eligible.
- B. Employees desiring to retire as early as age 50, 51 or 52 shall be allowed to pay their insurance related costs inclusive of health premiums through use of their PEHP. Upon attaining age 53, the health insurance premiums shall be paid by the County in accordance with the terms of the agreement as appears in paragraph A above.
- 9.05 Dental Insurance. A group dental insurance plan shall be made available by the County. The coverage and benefit level shall be as set forth in Appendix C of this Agreement. Only employees working one-half time or more shall be eligible to participate in said program. The costs for said premiums shall be shared as follows:
- The Employer shall pay 60% of applicable premium and the employee shall pay 40% of the applicable premium.
- 9.06 Retirement.
- A. For all employees hired prior to July 1, 2011, the County shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21(1) and shall contribute the full employee's contribution of the employee's earnings as required by 40.05(1)(a)(3) less two percent which the employee shall begin paying effective January 1, 2015. Effective July 1, 2018 the employee contribution shall increase to three (3%) percent.
- For all employees hired after July 1, 2011, the County shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21(1). The

Employee shall contribute the full employee's contribution of the employee's earnings as required by 40.05(1)(a)(3).

- B. In addition to the amount in A above, the County shall pay the benefit adjustment contribution equal to one percent of earnings beginning January 1, 1986 as set forth in Section 40.05(2m), Wisconsin Statutes (1983-84)
- C. Such retirement contributions made by the Employer as listed in 9.05 (A) above, shall be reported by the Employer to the Wisconsin Retirement System in the same manner as though deducted from the earnings of said employees. It is understood and agreed between the parties hereto that such payments made by the Employer shall not be considered municipality contributions.

9.07

Education.

- A. The County shall reimburse employees for the full cost of their tuition and books for approved police science, criminal justice or related courses in an accredited vocational/technical school, college or university. Reimbursement for tuition shall be limited to the highest level for in-state tuition for such courses at UW-Whitewater or Blackhawk Technical or UW-Rock County. Further said reimbursement shall be limited to the tuition charge for a full-time student per semester. No reimbursement shall be required of the County that would be a duplication of payment for educational benefits received by the employee from another source other than assistance from a private source. Such courses are subject to prior approval in writing by the Sheriff or his representative; however, such approval shall not be unreasonably withheld. Reimbursements will be limited to courses for one (1) approved Bachelor's Degree program and/or one (1) approved Master's Degree program.
- B. In addition to the regular wage schedule, employees who have obtained a bachelor's degree in police science or a related field approved by the Sheriff or LEAA guidelines, shall receive an additional \$100.00 per month effective 1-1-2018 and \$125 per month effective 1-1-2019. Employees who have attained an associate degree in police science or related field as approved by the Sheriff or LEAA guidelines shall receive in addition to their regular salary \$50.00 per month. Employees hired on or after May 1, 1998 will not be eligible for the associate degree payment until 1-1-2019. In addition to the regular wage schedule, employees who have obtained a master's degree in police science or a related field approved by the Sheriff or LEAA guidelines, shall receive an additional \$125.00 per month effective 1-1-2018 and \$150.00 per month effective 1-1-2019 per month. In order to receive such incentive the employee must submit an official transcript or a copy of their official conferred diploma to the Human Resources Department.
- C. In the event an employee should cease his/her employment with the Sheriff's Department (exceptions; retires at age 50, is laid-off, death or accepts other employment with Rock County) within two years of the date of the last payment of any tuition by the County, he/she shall reimburse the County a sum of money equal to 25% of tuition payments made by the County on his/her behalf during the last three years of employment. Said reimbursement to be made in the form of a deduction from the employee's final paycheck.

- 9.08 Shift Differential. All employees who work on second shift shall receive one percent of their base pay as shift differential. Employees working third shift or mid-shift or as narcotics officer shall receive two percent of their base pay as a shift differential. Said payments shall be added to their base pay and shall be computed to the nearest cent per hour.
- 9.09 Physical Examinations. Each employee may have a physical examination every three years. The County will determine the scope of the examination and pay the full cost of the exam. The County will select the provider of the examination. When the County's Health Insurance Policy provides coverage for physicals that does not incur deductibles, this section does not apply.
- 9.10 Car Equipment. Squad cars ordered and/or delivered during the contract year shall be equipped with AM radios and air-conditioning. Vehicles already in use by the department with such equipment shall be maintained to continue to provide such equipment.
- 9.11 PEHP. The County shall make available a Post Employment Health Plan (PEHP) program in accordance with appropriate IRS regulations. See Appendix D.
- 9.12 Meal Reimbursement. (See County Personnel Ordinance Section 18.626.)

ARTICLE X- GRIEVANCE PROCEDURE

- 10.01 Definition. Any dispute which may arise from a complaint by an employee or the Association with respect to the interpretation of the terms and conditions of this Agreement, shall be subject to the following grievance procedure unless expressly excluded from such procedure by the terms of this Agreement. Grievances resulting from discipline shall begin processing at Step 2. Time limits set forth herein may be extended upon mutual agreement of the parties.

- 10.02 Procedure.

Step 1. The employee and/or the Association Committee shall present the grievance, orally or in writing, involving matters of interpretation of the terms and conditions of this Agreement to the most immediate supervisor who has the authority to make adjustments in the matter within 14 calendar days of the alleged grievance or the time the employee can reasonably have been expected to have knowledge of said grievance.

The supervisor shall respond within 7 calendar days. If the grievance is denied, said denial shall be in writing.

Step 2. If the grievance is not resolved at Step 1 within 7 calendar days from the date of the written denial in Step 1, the employee and /or the Association Committee shall present the grievance in writing to the Sheriff or his/her designee, who shall attempt to adjust the grievance. The Sheriff or his/her designee, shall meet with the employee, and/or the Association representative within 7 calendar days following receipt of the written grievance. The Sheriff, or his/her designee, shall provide a written response to the employee or Association representative, within 14 calendars of the meeting.

Step 3. If a satisfactory settlement is not reached in Step 2 it shall be presented in writing to the Human Resources Director by the employee or the Association Committee and/or the Association representative no later than 7 calendar days after receipt of the Sheriff's decision. Within 14 calendar days, the Human Resources Director shall meet with the parties to discuss the grievance and attempt to settle the matter. If there is no settlement,

the Human Resources Director shall provide a decision in writing to the Association within 14 calendar days following the meeting of the parties.

Step 4. If a satisfactory settlement is not reached in Step 3 within 14 calendar days after the date the Human Resources Director's written response is due, the County or the Association may serve written notice upon the other that the grievance issue shall be arbitrated.

Within 7 calendar days thereafter, the parties shall meet and attempt to agree upon an arbitrator. If the parties fail to agree upon an arbitrator within 14 calendar days following said notice of arbitration, the parties shall request the Wisconsin Employment Relations Commission to submit a panel of 5 arbitrators. In the event the parties do not agree upon one of the 5 arbitrators, the moving party shall strike two names and the opposing party shall strike 2 names and the individual remaining shall serve as arbitrator to hear the dispute. The arbitrator shall have jurisdiction and authority only to interpret the specific provision aggrieved and shall not amend, delete, or modify any of the express provisions of this Agreement.

- 10.03 Costs. The decision of the arbitrator shall be final and binding upon the parties. The cost of arbitration shall be borne equally by the parties, except that each party shall be responsible for the costs of any witnesses testifying on its behalf. Upon mutual consent of the parties, more than one grievance may be heard before one arbitrator.

ARTICLE XI - DUES DEDUCTION

- 11.01 Dues Deduction. The County agrees to deduct the membership dues of the Association from the salaries of any employees who execute the authorization form agreed upon by the Association and the County. Said dues shall be deducted in twelve installments. Authorization once filed shall be irrevocable for a period of one year or until the termination of the Agreement between the County and the Association (including any extension, renewals, or modifications thereof, or any new agreement between the County and the Association) whichever is sooner, and such authorization shall be automatically renewed from successive periods of one year, unless written notice of the revocation is given by the employee to the County. Withheld amounts shall be forwarded to the designated association office within ten days following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.
- 11.02 Modifications. Changes in dues amounts to be deducted shall be certified by the Association at least four weeks before the start of the pay period the increased deduction is to be effective.
- 11.03 Hold Harmless. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon employee payroll deduction authorized cards submitted by the Association to the Employer. If it should be ruled by a court of competent jurisdiction that this indemnification clause, or any part of it, is void as against public policy, then 11.01 Dues Deduction shall become null and void and shall no longer be considered a part of this contract. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XII - FAIR SHARE AGREEMENT

12.01 As the exclusive bargaining representative of all employees in a collective bargaining unit, the Association will represent all such employees in the unit who have not authorized dues check-off as provided in Article X, will be as provided in this Agreement, required to pay the cost of the collective bargaining process and contract administration as provided in this Agreement, i.e. that amount certified as the proportionate share of the cost of the collective bargaining process and contract administration by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and by-laws. No employee shall be denied Association membership because of race, creed, color or sex.

The Employer will deduct, in monthly installments from the earnings of all employees in the collective bargaining unit who are not members of the Association, the proportionate share of the costs of the collective bargaining process and contract administration, commencing with the first pay period normally used by the employer for such deductions.

That Employer shall pay the amounts deducted under this paragraph to the Treasurer of the Association within ten (10) working days of the pay date on which such deduction was made.

Changes in the amounts required to be deducted pursuant to Paragraph 2 above, shall be accompanied by a certification from the Association that the new amount is, in fact, the proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of dues uniformly required of members. Such changes shall be certified by the Association four (4) weeks prior to the start of the pay period the increased deduction is to be effective.

The Employer shall not be required to submit any amounts to the Association under the Agreement for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions. The Employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

The Employer shall not be liable to the Association, employee or any party by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer under this Section.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which allows those employees to challenge the fair share amount certified by the Association as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association pursuant to this Section. The Association will furnish a copy of this internal rebate procedure to the Employer and employee from whom fair share deductions are being made. If it should be ruled by a court of competent jurisdiction that this indemnification clause, or any part of it, is void as against public policy, then 11.01 - Dues Deduction shall become null and void and shall no longer be considered a part of this contract. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XIII - LAYOFF, RECALL

- 13.01 Criteria. When it becomes necessary to reduce the workforce for any reason, the layoffs shall be based upon ability to perform available work as determined by the department head based upon written records and reports. When abilities are stated to be equal, seniority shall prevail.
- 13.02 Notice. The department head shall notify each person to be laid-off of all his/her rights, including his/her reinstatement eligibility in writing. Regular employees shall receive at least ten days notice prior to such layoff.
- 13.03 Order. No permanent employee shall be laid-off when there are temporary, probationary, state or federal subsidized employees or reserves in the department performing deputy sheriff's functions.
- 13.04 Recall. Laid-off employees shall be eligible for recall for a period of time equal to their length of service, but in no event longer than two full calendar years. Recall shall be on a seniority basis, unless qualifications are not equal to other laid-off personnel.

ARTICLE XIV - TRAINING TIME

- 14.01 Compensatory Time Earned. In the event the Sheriff or his authorized representatives post information occasionally relating to technical training programs, seminars, and other specialized police training or meetings, and in the event an employee shall voluntarily desire to attend said program during his/her off-duty hours; then any such employee shall receive compensatory time off from his/her regular working hours for substantially the same amount of time spent in attending and traveling to and from said off-duty training programs.
- 14.02 Compensatory Time-Off. Each employee seeking such compensatory time off shall certify to the Sheriff the number of hours spent at said program, including travel time, during off-duty time and the place where such courses were taken prior to receiving compensatory time off. It is the express intent of the parties hereto that attendance at such approved programs shall be voluntary on the part of the Deputies. Utilization of compensatory time shall be subject to the staffing needs of the department in the judgment of the Sheriff or his authorized representative. Accumulation of compensatory time shall not exceed sixty hours.
- Authorization to accumulate compensatory time under this provision shall be the responsibility of the Sheriff.
- 14.03 Flex Shift For Training. The Sheriff, or his/her authorized representative, is authorized to create a flex-shift from 8:00 am to 4:00 p.m. for in-service or mandated training; or a 1:00 p.m. to 9:00 p.m. shift exclusively for Firearms and/or EVOC training. This shift applies to both attendees and instructors of such training. Specialty team training events shall adhere to the listed schedules; unless a different schedule is agreed upon by all affected union members, as well as the Sheriff and/or his/her designee.
- 14.04 Recruit Academy Training. Probationary Deputies attending a law enforcement academy are not eligible for overtime for the academy daily schedule of Monday through Friday, including, but not limited to, time attending academy classes and travel time. If the academy requires attendance on Saturday or Sunday, the deputy will receive overtime for those hours in attendance. This does not preclude overtime assignments authorized by the Sheriff or designee.

ARTICLE XV - AMENDMENT, LIMITATION, DURATION

- 15.01 Amendment. This Agreement may be amended anytime during its life by the mutual consent of the parties. Such amendments to be enforceable must be in writing and attached to at least two copies of this Agreement.
- 15.02 Waiver. This Agreement shall supersede all ordinances or resolutions which are in conflict herewith; however, if any article or section be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement and appendices shall not be affected thereby.
- 15.03 Duration. This Agreement shall become effective January 1, 2018 and shall remain in full force and effect through December 31, 2019 subject to the provisions of Article XV, Section 15.04.
- 15.04 Re-Opener. Unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party no sooner than January 15, 2019, and no later than August 1, 2019 or between the 15th day of June and the 1st day of August in any year thereafter, this Agreement shall be automatically renewed from year to year.

In the event one of the parties desire to alter, amend or otherwise change this Agreement and proper notice is given, but agreement between the parties to the proposed alteration, amendment or other change is not reached prior to the expiration date of this Agreement, and unless other terms are agreed to, this Agreement shall continue in full force and effect until the parties shall agree on the proposed alterations, amendments or other changes.

ARTICLE XVI - DEFINITIONS

16.01 The following terms as hereinbefore used in this Agreement have the following meanings:

- A. Department Head means the Sheriff of Rock County.
- B. Department means the Rock County Sheriff's Office.
- C. Division means the several divisions within the Office.
- D. Shifts:
 1. The 1st shift shall be from 7:00 a.m. to 3:00 p.m.
 2. The 2nd shift shall be from 3:00 pm to 11:00 p.m.
 3. The mid-shift shall be from 7:00 p.m. to 3:00 a.m.
 4. The 3rd shift shall be from 11:00 p.m. to 7:00 a.m.
- E. Step "A" through Step "F" means those salary steps listed in Appendix A.
- F. Immediate Family (See County Personnel Ordinance Section 18.1025).
- G. Association Committee means the committee of members of the Rock County Deputy Sheriff's Association of 5 persons no more than 3 of which may participate in bargaining while on duty and being paid by the County.

ARTICLE XVII - EXECUTION

17.01

This Agreement has been executed in quintuple; one copy to be filed with the County Clerk's Office, one copy to be filed with the Human Resources Director, one copy to be filed with the Sheriff and two copies to be filed with the Association.

Signed this _____ day of _____, 2018.

FOR THE ASSOCIATION:

FOR THE COUNTY:

Rock County Clerk

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
1/1/2018-6/30/2018**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
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DEPUTY SHERIFF

Hire rate	1/1/2018	A	22.86	23.07	23.32
After 12 months	1/1/2018	B	24.12	24.37	24.58
After 24 months	1/1/2018	C	26.28	26.55	26.81
After 48 months	1/1/2018	D	29.21	29.48	29.79
After 84 months	1/1/2018	E	30.03	30.33	30.64
After 144 months	1/1/2018	F	31.91	32.24	32.53

DETECTIVE

1/1/2018	C	28.46	28.74	29.03
1/1/2018	D	31.40	31.71	32.03
1/1/2018	E	33.15	33.51	33.83
1/1/2018	F	35.07	35.42	35.77

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
7/1/2018**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
----------------	------	-----	---------	-------------------

DEPUTY SHERIFF

Hire rate	7/1/2018	A	23.45	23.67	23.92
After 12 months	7/1/2018	B	24.74	25.00	25.21
After 24 months	7/1/2018	C	26.96	27.23	27.50
After 48 months	7/1/2018	D	29.96	30.24	30.56
After 84 months	7/1/2018	E	30.80	31.11	31.43
After 144 months	7/1/2018	F	32.73	33.07	33.37

DETECTIVE

7/1/2018	C	29.19	29.48	29.78
7/1/2018	D	32.21	32.53	32.86
7/1/2018	E	34.01	34.38	34.70
7/1/2018	F	35.97	36.33	36.69

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
1/1/2019-2/14/2019**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
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DEPUTY SHERIFF

Hire rate	1/1/2019	A	23.45	23.67	23.92
After 12 months	1/1/2019	B	24.74	25.00	25.21
After 24 months	1/1/2019	C	26.96	27.23	27.50
After 48 months	1/1/2019	D	29.96	30.24	30.56
After 84 months	1/1/2019	E	30.80	31.11	31.43
After 144 months	1/1/2019	F	32.73	33.07	33.37

DETECTIVE

1/1/2019	C	29.19	29.48	29.78
1/1/2019	D	32.21	32.53	32.86
1/1/2019	E	34.01	34.38	34.70
1/1/2019	F	35.97	36.33	36.69

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
2/15/2019**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
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DEPUTY SHERIFF

Hire rate	2/15/2019	A	23.92	24.14	24.40
After 12 months	2/15/2019	B	25.23	25.50	25.71
After 24 months	2/15/2019	C	27.50	27.77	28.05
After 48 months	2/15/2019	D	30.56	30.84	31.17
After 84 months	2/15/2019	E	31.42	31.73	32.06
After 144 months	2/15/2019	F	33.38	33.73	34.04

DETECTIVE

2/15/2019	C	29.77	30.07	30.38
2/15/2019	D	32.85	33.18	33.52
2/15/2019	E	34.69	35.07	35.39
2/15/2019	F	36.69	37.06	37.42

APPENDIX B
SCHEDULE OF HEALTH INSURANCE BENEFITS

2018 Plan Year	
Employee's share of Premium	10% - however the employee can earn back that 10% with completion of the Rock County Healthy Employee Incentive Program (HEIP)
Annual Deductible	\$650 employee/\$1,950 family
Co-insurance:	
In-Network	75% County / 25% Employee
Out-of-Network	65% County / 35% Employee (outside of the Alliance network)
Annual Out-of-Pocket Limit	\$1,950 employee & ind / \$4,000 family max
Office Visits	100% after \$25 primary care co-pay
	100% after \$50 specialty care co-pay
TeleMed-Virtual Office Visit	100%
Routine Care:	
Adult Office Visits	100% no co-pay or deductible on in network coverage
Mammogram, Pap, PSA	100% limited to once per calendar year
Immunizations	100% covered except for travel
Colonoscopy	100% no co-pay or deductible on in network when routine
Children's Office Visits	100% Covered no co-pay or deductible (no age limit)
Hospital	Deductible and Co-insurance Apply
Emergency room visit	\$200 Co-Pay (waived if admitted), Deductible and Co-Insurance Apply
X-ray & Lab (i.e blood work)	Deductible and Co-insurance Apply
Imaging (CT/PET scans, MRIs)	Deductible and Co-insurance Apply
Skilled Nursing Home Limit	120 Days per Confinement
MH/CD Limit:	No Limit
Inpatient Limit	Subject to Deductible and Co-insurance
Outpatient Limit	100% after \$15 co-pay
Prescription Drugs:	
Generic	\$10
Formulary Brand	\$25
Non-Formulary Brand	\$50
Specialty	\$100
Mandatory 90 day supply for "maintenance" medication	Mail order or retail at listed pharmacies - 3 month supply for the price of 2 co-pays (Home Town, Schnucks, Shopko, Pinnow, Mercy Health Systems, CVS, Edgerton Healthmart Pharmacy)
Add'l Prior Authorizations	Example - Step therapy (Navitus), Dispensed As Written Requirement (DAW)

** Beginning in 2014, the Affordable Care Act requires office co-pays, deductibles, and coinsurance to count towards your out-of-pocket maximums.

~2019 Plan Year will be provided when details have been finalized.

APPENDIX C
Schedule of Dental Benefits

2018 Plan Year	LOW PLAN HIGH PLAN	
Maximum per participant per calendar year	\$1,000.00	\$1,500.00
Deductible per participant per calendar year	\$25.00*	\$0.00
Maximum family deductible per calendar year	\$75.00*	\$0.00
*Diagnostic (includes)	100%	100%
Diagnostic X-rays		
Oral Examinations		
*Preventive	100%	100%
Ancillary (includes)	100%**	100%
Anesthesia and injections		
Emergency palliative treatment and		
Denture repairs/adjustments		
Restorations		
Regular (Direct Fillings)	100%**	100%
Crowns, inlays, onlays	50%**	70%
Bridges and dentures	0	70%
Oral Surgery	100%**	100%
Endodontics	100%**	100%
Periodontics	100%**	100%
Orthodontic Services	50%	50%
(lifetime max \$1,000, dependents only)		
Dependents covered to age	26	

* APPLIES TO ONLY BASIC AND MAJOR SERVICES

** DEDUCTIBLE APPLY

~2019 Plan Year will be provided when details have been finalized.

APPENDIX D

Rock County ("Employer") agrees to participate in the Security Benefit Group Healthcare Reimbursement Account (HRA) for Public Sector Labor Association Employees (the Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Security Financial Resources, Inc. to serve as the Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the following category of employees:

All non-ranking deputies and detectives below the rank of lieutenant, employed by the County in classifications set forth in Appendix A of the collective bargaining agreement, but excluding all other employees in accordance with WERC Case CXXXVI, No. 27879 ME-1994 dated August 28, 1981.

For the term of this Agreement, the Employer shall contribute for each eligible employee the amount of \$25.00 per month into the HRA Medical Expense Reimbursement Account and their gross monthly salaries will be reduced by that amount. Additionally, upon termination, 100 percent of the eligible employee's accumulated sick leave balance that would otherwise have been paid to the eligible employee had the Employer not participated in the Plan shall be deposited into the HRA Insurance Premium Reimbursement Account. In order to minimize the risk of this Plan being found discriminatory under section 105 (h) of the Internal Revenue Code of 1986, as amended ("Code"), the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated eligible employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e., not lump sum termination contributions) that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the Plan.

The Employer agrees to provide the Security Benefit 457 Deferred Compensation Plan. (Note: this is subject to approval by a separate County Board resolution).

APPENDIX E

GUIDELINES FOR POSTINGS & ASSIGNMENTSMAINTAIN WORK UNIT STAFFING LEVELS

- 1) Volunteer overtime is offered to Deputy Sheriff's based upon seniority at the Deputy rank.
- 2) Mandatory overtime is ordered by reverse seniority if no volunteers are available.
- 3) Deputy Sheriff Supervisors are not eligible for volunteer overtime or mandated overtime to maintain Deputy Sheriff staffing in a work unit.

SPECIAL EVENT OR EXTRA DUTY POSTINGS

- 1) Overtime anticipated for special events (i.e. 4-H Fair) or extra patrol (Highway Safety Projects and Water Patrol) shall be posted.
- 2) Deputy Sheriff's who sign postings shall be selected on the basis of seniority for each block of overtime offered.
- 3) For unfilled Deputy overtime vacancies, Deputy Sheriff Supervisors will be selected for overtime by rank and seniority.

APPENDIX F

MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK COUNTY
&
THE ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

The parties do hereby agree that for the term of this Agreement, expiring on December 31, 2012, in addition to the provisions of Article 9.04(B), Deputies will be allowed to retire and participate in the County health insurance plan under the following conditions:

1. The Deputy must have at least fifteen (15) years of continuous service with the Rock County Sheriff's Department.
2. The Deputy must be age fifty (50) to fifty-three (53).
3. The Deputy does not have adequate funds available in his/her PEHP account to pay for health insurance premiums until the age of fifty-three (53).
4. The Deputy must pay the annual premium cost yearly in advance to age fifty-three (53) based upon the known premium at the time of retirement. There will be an annual adjustment and payment by the Deputy or County to reflect changes in the actual premium amount.

APPENDIX G

MEMORANDUM OF UNDERSTANDING
BETWEENROCK COUNTY
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

Canine Handler

The County of Rock and the Rock County Deputy Sheriff's Association agree to the following terms to compensate deputies that are full-time canine handlers:

1. The regular workday for canine handlers will consist of seven and one-quarter hours. The handler will be compensated for eight hours of work – the additional three quarters hour of pay is compensation to the canine handler for home care of their canine. Care is defined as time spent at the canine handler's home while off-duty, feeding, grooming, yard and kennel cleaning, and exercising the canine. Care does not include police canine training, as training time will normally be provided during the canine handler's regular duty hours.
2. The canine handler shall receive three-quarters of an hour of benefit time to be taken as straight pay if caring for the canine on non-work days or on a benefit day off.
3. If the canine handler kennels his/her assigned dog at County expense, he or she will not have his/her workday schedule reduced by the three-quarters of an hour, nor will he/she be compensated for the care of the dog.
4. The canine handler will receive full benefits (as provided by contract) during the three-quarter hour of time per day they are caring for their canine away from the Sheriff's Office (including workman's compensation).
5. The canine handler's shift will still begin with briefing, and the canine handler will report one-half hour prior to commencement of their shift as per contract. Any law enforcement-related work conducted after the canine handler's scheduled seven and one-quarter hour shift will be compensated at the rate of time and one-half.
6. The handler will be provided with an appropriately equipped vehicle that is personally assigned to the handler, and that the handler may take home. The vehicle shall not be used for personal use.
7. All costs associated with maintaining the Canine Unit, including equipment (e.g. outdoor pen/kennel, grooming supplies, etc.), food, veterinary costs, kennel costs, certification, licensing, and training shall not be borne by the canine handler. The Sheriff or his designee must approve all non-routine expenses – including veterinary costs – in advance. The final decision to make any expenditure – including veterinary costs – will be made by the Sheriff or his designee.
8. The canine is property of the County of Rock. The County of Rock will carry proper insurance coverage and indemnify the canine handler from liability resulting from the proper performance of job duties.


9. The Sheriff or his designee shall determine the appropriate training related to the canine handler and canine. The Sheriff, in his sole discretion, reserves the right to remove the handler or the canine from the assignment due to unsatisfactory performance.
10. The canine handler will not receive compensation for commuting to work for regular duty hours, nor for carrying a Sheriff's Office telephone or pager. On-call status is not in effect for any canine handler. When canine handlers are called-in for duty during their off-duty hours, they will be compensated at time and one half starting with travel time to the call location and will receive a minimum of two (2) hours of pay at said overtime rate. Upon completion of all duties related to the call out, including travel time back to the Sheriff's Office or residence (whichever is shorter) from a mutual aid call, compensation is ended.
11. Canine handler call-ins should be made on a rotating basis between handlers, when practicable, depending upon availability and/or specialized canine training.
12. The Sheriff or his designee reserves the right to determine the shift assignment of the canine handler. The shift structure and hours shall be that established in the Collective Bargaining Agreement. Changes in normal shift start time can be made upon mutual agreement between the canine handler and the Sheriff or his designee.
13. Selection of canine handlers will be based on a posted selection process determined by the Sheriff.
14. If there is more than one canine handler they will select their shift and day-off rotation on the basis of seniority within the Canine Unit. Shifts and day-off rotations available for selection by canine handlers will be determined by the Sheriff or his designee.
15. Canine handlers may occasionally need to perform non-law enforcement, work-related duties (such as veterinary visits) outside of their regular work hours. Canine handlers will participate in one four-hour training block per month with other handlers or canine helpers, under the direction of the Canine Unit Supervisor. Canine handlers may accrue earned compensatory time off, on an hour-for-hour basis to perform these tasks and the monthly training.
16. Employees selected to be canine handlers must make a 5-year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. No assignment will extend beyond the five years, unless mutually agreed upon by the handler and the Sheriff's Office.
17. The canine handler will be required to be a resident of Rock County.
18. As per Standard Operating Procedure 5.125(IV)(A)(2), selection as a canine handler will be considered an assignment and will not impede any officer's future opportunities for promotion.
19. When the canine is retired (at the end of its effective working life, as determined by the Sheriff or his designee) the County must offer the canine to its handler for \$1. If an officer ceases to be a canine handler (voluntarily or otherwise) during the effective life of the canine, the Sheriff or his designee will determine the disposition of the canine.
20. All other terms and conditions of the labor agreement shall apply.
21. The Rock County Deputy Sheriff's Association (RCDSA) and employees assigned as canine handlers agree that this Memorandum of Understanding is reasonable, is the result of good


faith negotiations, represents a fair and adequate compensation for the amount of off-duty and on-duty time spent in the care of the dogs. The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of deputies previously assigned as canine handlers. It is the intent of the parties through the provisions of this section to comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

22. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the parties in the same manner as the MOU or as part of an amendment to the Collective Bargaining Agreement.
23. The parties agree this Memorandum of Understanding is effective from this date herein forward and applies to all future canine handlers and canine care activities. This Memorandum of Understanding will expire when and if language pertaining to the canine unit is incorporated into the permanent labor agreement through the contract negotiation process.

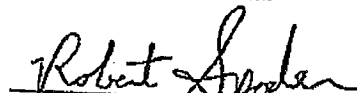
Dated this 27th day of August, 2009

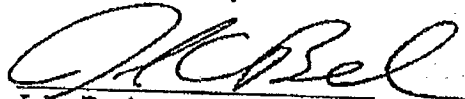
ROCK COUNTY DEPUTY SHERIFF'S ASSOC.


Greg Niles, President


Patrick Garvin, Treasurer

COUNTY OF ROCK


Robert Spoden, Sheriff


John Becker,
Human Resources Director

APPENDIX H
MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK COUNTY
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
Recreational Safety Deputy Position

The County of Rock and the Rock County Deputy Sheriffs Association agree to the following working terms for a deputies assigned to fill the Recreational Safety Deputy positions:

- 1) The assigned deputies shall be exempted from the standard scheduling practices in 8.02 (B) of the contract and will be assigned as follows:
 - During the off-peak period of Labor Day to Memorial Day, the hours for this position will be Monday thru Friday, 7:00am-3:00pm. However, if there is a weekend event or other scheduled recreational safety related duties, this position may need to work an adjusted schedule, Every attempt will be made to give the employee as much notice as possible about the change in schedule,
 - During the peak period of Memorial Day to Labor Day, the hours of this position will be, 11:00am-7:00pm, 8 hours a day, 5 days a week, which will include Friday, Saturday and Sunday. However, if there is a special event or other scheduled recreational safety related duties, this position may need to work an adjusted schedule. It is understood, that the employee will receive at least one scheduled weekend off per month.
- 2) Overtime for this position shall receive time and one-half (1 ½) for all hours worked in excess of eight hours per day and forty (40) per week. All other terms and conditions of 8.03 in the labor agreement shall apply. Benefit time will be calculated on an hour for hour basis
- 3) Recreational Safety overtime assignments will be awarded based on seniority within the team, however, preference will be given to allow one of the fulltime Recreational Deputies the opportunity to work the assignment, when possible, to help ensure safe and proper operation of all equipment.
- 4) Recreational Deputy Call-ins should be made on a rotating basis between Deputies, when practicable, depending on availability and/or specialized training. Deputies who report to work shall be compensated on a minimum of two (2) hours of pay at said overtime rate.
- 5) The Recreational Safety Deputies shall be provided with an appropriately equipped vehicle that is personally assigned to the unit.
- 6) Selection of Recreational Safety Deputies will be based on a posted selection process determined by the Sheriff.

7) Deputies assigned to this position shall receive second shift premium.

8) All other terms and conditions of the labor agreement shall apply.

9) If during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the parties in the same manner as the MOU or as part of the amendment to the Collective Bargaining Agreement.

10) The parties agree this Memorandum of Understanding is effective from this date herein forward and applies to all future Recreational Safety Deputies. This Memorandum of Understanding will expire when and if language pertaining to the Recreational Safety Deputy is incorporated into the permanent labor agreement through the contract negotiation process.

Dated this _____ day of _____, 2018

ROCK COUNTY DEPUTY

COUNTY OF ROCK

SHERIFFS ASSOC.

Luke DuCharme, President

Robert Spoden, Sheriff

Luann Alme, WPPA Business Agent

Annette Mikula, HR Director

APPENDIX I
MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK COUNTY
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

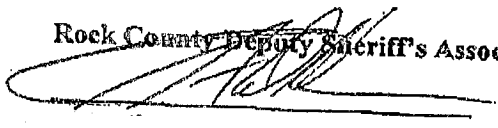
Retiree Firearm Qualification

The County of Rock and the Rock County Deputy Sheriff's Association agree to the following terms for a retired deputy:

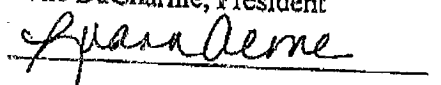
- 1) The County agrees to allow retirees who shoot and qualify with the Sheriff's retiree ID card to do so free of charge provided they shoot their own weapons and provide their own ammunition.

Dated this 10th day of June, 2015

Rock County Deputy Sheriff's Association



Luke DuCharme, President

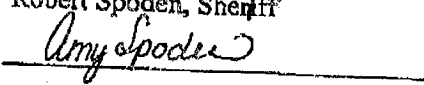


Luann Alme, WPPA Business Agent

County of Rock



Robert Spoden, Sheriff



Amy Spoden, Acting HR Director

APPENDIX J
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ROCK AND
THE ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
SPECIAL EVENTS DEPUTY

The County of Rock and the Rock County Deputy Sheriff's Association agree to the following for the creation of a special event deputy sheriff position:

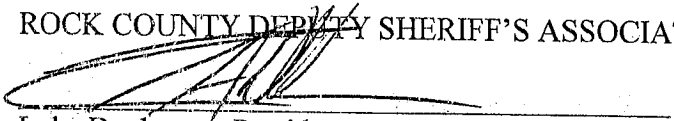
The special event deputy sheriff position will primarily be responsible for providing traffic control at special events, 4-H Fair security, mental health transports, providing detention and courtroom services, hospital guard duty and other related supported law enforcement activities as assigned by the Sheriff's Office. Special Events Deputy Sheriff's will be utilized only in lieu of mandating a deputy for overtime.

The number of special event deputies will not exceed more than 12 at any given time. The special event deputy must legally be able to carry a firearm. Rock County will assist the special event deputy in obtaining their certification with the Wisconsin Law Enforcement Standards Board and the required 24-hours in-service training to maintain such certification. The special event deputy will be limited to working not more than 20 hours per week.

This Memorandum of Understanding will have a sunset clause of December 31, 2017 and will be reviewed by the parties at that time to decide if the special event deputy sheriff position will continue to be utilized.

Dated: _____, 2015.

ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION


Luke Ducharme, President

Luann Alme, WPPA
Luann Alme, WPPA Business Agent

COUNTY OF ROCK

Sheriff Robert Spoden
Sheriff Robert Spoden

Annette Mikula
Annette Mikula, HR Director

APPENDIX K
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ROCK AND
THE ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
Holiday/Floating Holiday Payout

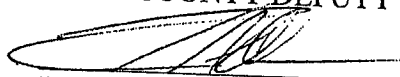
The County of Rock and the Rock County Deputy Sheriff's Association agree to the following regarding the payout of holiday hours and floating holiday hours for those employees hired before May 1, 1998:

Employees hired prior to May 1, 1998 do not currently have the number of accumulated holiday hours capped, or require mandatory payouts prior to separation.

The County and the Association wish to allow employees to request a payout of banked holiday and floating holiday hours. The employee must provide two weeks written notice to the Sheriff's Office and the Human Resources Department prior to the requested payment date. The hours will be paid through normal payroll and will not be paid on a separate check.

Dated: December 12, 2017.

ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

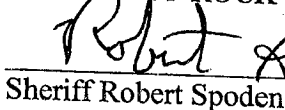


 Luke Ducharme, President

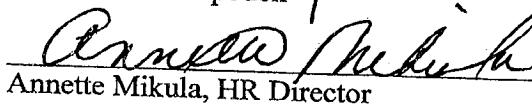


 Luann Alme, WPPA Business Agent

COUNTY OF ROCK



 Sheriff Robert Spoden



 Annette Mikula, HR Director

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Richard Greenlee
INITIATED BY



Richard Greenlee
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

February 12, 2018
DATE DRAFTED

**AUTHORIZING CORPORATION COUNSEL TO FILE FOR PARTY STATUS ON BEHALF
OF ROCK COUNTY IN CASE NO. 18 CV 40, IN RE THE MATTER OF: THE
INCORPORATION OF A PORTION OF LANDS COMPRISING THE TOWN OF BELOIT**

1 **WHEREAS**, the Town of Beloit has filed a petition for incorporation with the Rock County Circuit
2 Court in Rock County Circuit Court case number 18 CV 40; and
3
4 **WHEREAS**, pursuant to Wisconsin Statute the Circuit Court shall hold a hearing on whether the
5 standards set forth in Wis. Stat. § 66.0205 have been met, and if the Court finds such standards met,
6 refer the petition for incorporation to the board of incorporation for consideration of the standards set
7 forth in Wis. Stat. § 66.0207; and
8
9 **WHEREAS**, pursuant to Wisconsin Statute, Rock County is not automatically a party to the Court
10 proceedings; and
11
12 **WHEREAS**, any person found by the Court to be a person in interest may become a party; and
13
14 **WHEREAS**, becoming a party to the incorporation proceeding gives Rock County the right to
15 participate in all stages of the incorporation process; and
16
17 **WHEREAS**, the Rock County Board of Supervisors has resolved to oppose the Town of Beloit's
18 petition for incorporation in Resolution No. 18-1B-443; and
19
20 **WHEREAS**, it is in Rock County's interest to petition the Court to become a party to the incorporation
21 proceedings to protect the County's interests, preserve its rights, and be able to fully participate in the
22 incorporation process.
23
24 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
25 this ____ day of _____, 2018, that the Rock County Corporation Counsel, is hereby
26 authorized to take all appropriate and necessary action to become a party in Rock County Circuit Court
27 case number 18 CV 40, and to take any further action as is necessary to effectuate the stated policy of
28 the Board of Supervisors in Resolution No. 18-1B-443.

18-2B-459

Respectfully submitted:

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni
J. Russell Podzilni, Chair

Mary Mawhinney
Mary Mawhinney

Sandra Kraft
Sandra Kraft, Vice Chair

Louis Jeer
Louis Jeer

Absent
Eva Arnold

Alan Sweeney
Alan Sweeney

Henry Brill
Henry Brill

Terry Thomas
Terry Thomas

Betty Jo Bussie
Betty Jo Bussie

AUTHORIZING CORPORATION COUNSEL TO FILE FOR PARTY STATUS ON BEHALF OF
ROCK COUNTY IN CASE NO. 18 CV 40, IN RE THE MATTER OF: THE INCORPORATION OF
A PORTION OF LANDS COMPRISING THE TOWN OF BELOIT
Page 2

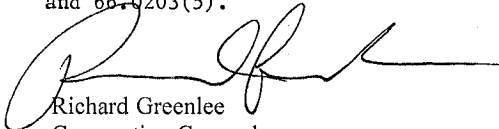
FISCAL NOTE:

Fiscal impact is unknown at this time.


Sherry Oja
Finance Director


LEGAL NOTE:

The County is authorized to take this
action pursuant to Wis. Stats. §§ 59.01
and 66.0203(5).


Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor Wesley Davis
INITIATED BY



Supervisor Wesley Davis
DRAFTED BY

Public Works Committee &
County Board Staff Committee
SUBMITTED BY

October 26, 2017
DATE DRAFTED

In Support of Reforming Wisconsin's Eminent Domain Laws

1 **WHEREAS**, many private property owners in Rock County feel that their private property, under
2 Wisconsin law, is not adequately protected from encroachment by outside entities, be they local, out of
3 state, or international; and
4
5 **WHEREAS**, eminent domain has historically been used sparingly for ensuring the public good with
6 provable need and just compensation; and
7
8 **WHEREAS**, public good cannot be construed to mean promotion of projects for private gain by
9 outside corporate entities; and
10
11 **WHEREAS**, a clearly defined and demonstrated "public good" has historically included things
12 demonstrating a true community need like roadways, schools, public parks, public housing, and
13 community centers; and
14
15 **WHEREAS**, any other claimed cause for the taking of private property shall be proven to be for a public
16 good in a court of law; and
17
18 **WHEREAS**, eminent domain shall not be used for any taking which is not for a "public use"; and
19
20 **WHEREAS**, a moratorium on the use of eminent domain power for private gain would be advisable to
21 allow the public and local communities to voice their concerns over its use for private gain and for the
22 State Legislature to explore revisions and amendments to the current eminent domain requirements in
23 Chapter 32 of the Wisconsin Statutes; and
24
25 **WHEREAS**, during such moratorium, it may be necessary for units of local government to exercise their
26 power of eminent domain for purposes of completing transportation projects, and that nothing in this
27 resolution should be construed to limit such a use.
28
29 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
30 assembled this _____ day of _____, 2018, does hereby request that the State of
31 Wisconsin impose a three year moratorium on the use of eminent domain for private gain in order to
32 allow the State Legislature to pursue a change of law for the protection of its citizens' property rights.
33
34 **BE IT FURTHER RESOLVED** that copies of this request be sent to Governor Scott Walker,
35 Wisconsin State Senators and Assembly Representatives, the Public Service Commissioners and to the
36 Wisconsin Counties Association.

18-2B-460

Respectfully submitted:

PUBLIC WORKS COMMITTEE

Betty Jo Bussie
Betty Jo Bussie, Chair

Brent Fox
Brent Fox, Vice Chair

Eva Arnold
~~Eva Arnold~~

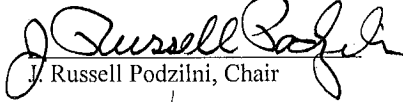
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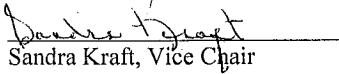
Rick Richard
Rick Richard

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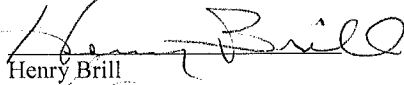
In Support of Reforming Wisconsin's Eminent Domain Laws
Page 2

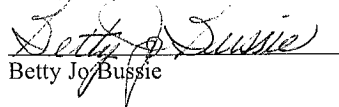
COUNTY BOARD STAFF COMMITTEE

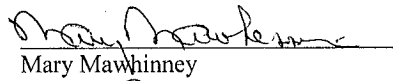

J. Russell Podzilni, Chair

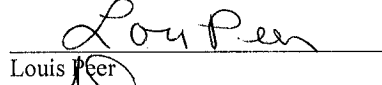

Sandra Kraft, Vice Chair

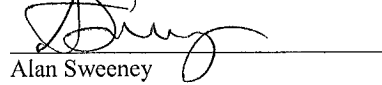
Absent
Eva Arnold

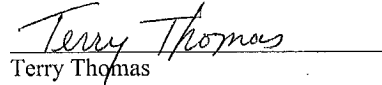

Henry Brill


Betty Jo Bussie


Mary Mawhinney



Louis Peer


Alan Sweeney


Terry Thomas

FISCAL NOTE:

This resolution is advisory only and has no direct fiscal impact on Rock County operations in and by itself.


Sherry Oja
Finance Director


ADMINISTRATIVE NOTE:

Matter of Policy.


Josh Smith
County Administrator

LEGAL NOTE:

Advisory only.


Richard Greenlee
Corporation Counsel

Executive Summary

In Support of Reforming Wisconsin's Eminent Domain Laws

This resolution addresses concerns of the citizens of Rock County who are worried that their personal property rights are not clearly protected under current eminent domain law. They worry that private entities seeking private gain could use the law to deprive them of property while serving no real public good or benefit. There is concern that "acquiring authorities", be they local, state, national or international, could take their land through various means such as the misuse of condemnation commissions appointed by circuit courts. The make-up of those commissions is worrisome. There is also a real need to review and revise a law which took effect 47 years ago. Subsequent laws have had an effect on eminent domain law which necessitates a need for review by legislative bodies to ensure that the original intent and protections of private property are upheld.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Dave Homan
INITIATED BY



Dave Homan
DRAFTED BY

General Services Committee
SUBMITTED BY

January 19, 2018
DATE DRAFTED

Adopting Goals for Energy Conservation and Energy Independence

1 **WHEREAS**, in 2009 the State of Wisconsin has created the Office of Energy Independence and
2 established a goal of generating 25% of electricity and transportation fuels from renewable sources
3 by 2025; and
4

5 **WHEREAS**, 147 Wisconsin local governments passed resolutions adopting these State goals; and
6

7 **WHEREAS**, the Office of Energy Independence was seeking partnerships with local governments
8 to further enhance the State of Wisconsin's efforts to achieve the "25 x 25" goals; and
9

10 **WHEREAS**, in 2015 the Office of Energy Independence responsibilities were moved over to the
11 Public Service Commission where the energy conservation and renewable energy initiatives are
12 being handled through Focus on Energy; and
13

14 **WHEREAS**, Rock County in 2013 installed a Geothermal system at the new Rock Haven Nursing Home
15 which represents 6% of our total electric and transport fuels; and
16

17 **WHEREAS**, Rock County in 2016 and 2017 utilized Focus on Energy incentives and implemented
18 several initiatives among County owned buildings to reduce our annual energy usage by 398,478 KWH
19 and 11,891 Therms, thus reducing our greenhouse gases of carbon dioxide equivalent by 792,783 pounds
20 annually; and
21

22 **WHEREAS**, Rock County will continue to review renovations and new construction for opportunities to
23 implement energy conservation in the design, as well as opportunities for renewable energy sources and
24 utilizing Focus on Energy incentives.
25

26 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
27 this _____ day of _____, 2018, that Rock County will Partner with the State of
28 Wisconsin in pursuit of the "25 X 25" goals for energy conservation and energy independence.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jeremy Zajac, Vice Chair

Dave Homan

J. Russell Podzilni

Bob Yeomans

18-2B-461

Adopting Goals for Energy Conservation and Energy Independence
Page 2

FISCAL NOTE:

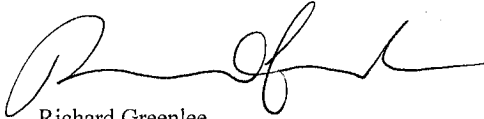
Fiscal impact is unknown at this time.



Sherry Oja
Finance Director

LEGAL NOTE:


County Board is authorized to take this action pursuant to § 59.01 and 59.51, Wis. Stats.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Matter of Policy.


Josh Smith
County Administrator