



**ROCK COUNTY BOARD OF SUPERVISORS' MEETING  
THURSDAY, JANUARY 12, 2012 – 6:00 P. M.**

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

**Amended  
1/11/12**

**Agenda**

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES December 15, 2011
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
9. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
10. REPORTS
11. UNFINISHED BUSINESS
12. NEW BUSINESS
  - A. Supplementary Appropriations and Budget Changes - Roll Call
    1. Amending the 2012 Land Conservation Department Budget and Approval of Conveyance Agreement and Escrow Instruction for the Purchase of Agricultural Conservation Easement Program
  - B. Bills Over \$10,000 – No Roll Call
  - C. Encumbrances Over \$10,000 – Roll Call
  - D. Contracts – Roll Call
    1. Awarding a Contract for Installation of Salt Shed Door and Reallocating Funds within the Public Works Department Budget

NOTE: Item 12.D.1. will be considered by the Public Works Committee on January 12, 2012

**ROCK COUNTY BOARD OF SUPERVISORS**

**January 12, 2012**

**Page 2**

12. NEW BUSINESS

2. To Ratify the 2012 Labor Agreement between Rock County and Rock County Attorney's Association
3. To Ratify the 2012 Labor Agreement between Rock County and AFSCME, Local 1077 (Public Works/General Services)
4. To Ratify the 2012 Labor Agreement between Rock County and AFSCME, Local 1258 (Rock Haven)
5. To Ratify the 2012 Labor Agreement between Rock County and Rock County WPPA – Wisconsin Professional Police Association (YSC)  
(Resolution will be provided at the meeting)

NOTE: Items 12.D.2., 12.D.3., 12.D.4 and 12.D.5. will be considered by the County Board Staff Committee on January 10, 2012

6. To Ratify the 2012 Labor Agreement between Rock County and AFSCME, Local 2489 (Courthouse)  
(Resolution will be provided at the meeting)

NOTE: Items 12.D.6. will be considered by the County Board Staff Committee on January 12, 2012

- E. Repeal and Recreate Chapter 25, Rock County Ordinances, Regarding Slow-No-Wake Restrictions on Rivers and Streams in Rock County  
(Second Reading and Adoption)
- F. Authorizing Countywide Referendum Question to be Placed on the April Ballot
- G. Recognizing Jeff Smith for His Service to Rock County
- H. Recognizing Jerome A. Long
- I. Recognizing Richard Brandt
- J. To Recognize Karla Walker Nitz
- K. Recognizing Joan Maves
- L. Recognizing Roberta Carrier for Service to Rock Haven

NOTE: Items 12.G., 12.H., 12.I., 12.J., 12.K. and 12.L. will be considered by the County Board Staff Committee on January 10, 2012

- M. Recognizing Michael Landis
- N. Recognizing James Fanning

NOTE: Items 12.M. and 12.N. will be considered by the County Board Staff Committee on January 10, 2012 and Public Works Committee on January 12, 2012

13. ADJOURNMENT

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

LAND CONSERVATION  
COMMITTEE  
INITIATED BY



WADE THOMPSON  
DRAFTED BY

LAND CONSERVATION  
COMMITTEE  
SUBMITTED BY

DECEMBER 28, 2011  
DATE DRAFTED

**AMENDING THE 2012 LAND CONSERVATION DEPARTMENT BUDGET AND APPROVAL OF  
CONVEYANCE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF  
AGRICULTURAL CONSERVATION EASEMENTS PROGRAM**

- 1 **WHEREAS**, the Rock County Board of Supervisors officially approved the Rock County Purchase of
- 2 Agricultural Conservation Easements (PACE) Program and adopted the document entitled Rock County PACE
- 3 Program Manual, identifying and outlining all aspects of Program development and implementation, on
- 4 January 13, 2011; and,
- 5
- 6 **WHEREAS**, the mission of the Rock County PACE Program is to work in cooperation with local governments to
- 7 enhance Rock County's quality of life by building consensus towards a regional vision, to include preservation of
- 8 agricultural land, the agricultural economy, and the County's rural character, and responsible growth and
- 9 development in appropriate areas; and,
- 10
- 11 **WHEREAS**, the Program works to achieve its mission by acquiring agricultural conservation easements
- 12 (Easements) on eligible lands throughout unincorporated Rock County; and,
- 13
- 14 **WHEREAS**, applications were submitted by landowners to the Program in 2011, with said applications reviewed
- 15 by Rock County Land Conservation Department (LCD) staff, the Rock County PACE Council, and the Rock
- 16 County Land Conservation Committee (LCC), with four applications recommended for approval by LCD and the
- 17 Council, and approved by the LCC, all in accordance with the Rock County PACE Program Manual; and,
- 18
- 19 **WHEREAS**, application approval by the LCC authorizes the LCD to begin the Easement acquisition process on
- 20 Properties identified in said applications, subject to the consent of the landowners, as follows:
- 21
- 22       1. Krajeck Property: Rock County Tax Parcel Number 6-20-143, Section 18, Town of Union;
- 23       2. Carlson Property: Rock County Tax Parcel Numbers 6-5-304 and 6-5-325, Sections 32 and 33, Town
- 24         of Clinton;
- 25       3. Phelps Property: Rock County Tax Parcel Numbers 6-20-100, 6-20-101.1, and 6-20-104A, Sections 12
- 26         and 13, Town of Union;
- 27       4. Anderson Property: Rock County Tax Parcel Number 6-11-120, Section 17, Town of Lima; and,
- 28
- 29 **WHEREAS**, to move towards completion of the Easement acquisition process, each of the owners of the
- 30 aforementioned Properties (Applicants), Rock County, and Brabazon Title Company, Inc. will sign and execute a
- 31 *Rock County - Conveyance Agreement and Escrow Instructions - Agricultural Resources Conservation Easement*,
- 32 identifying and outlining all aspects of the Easement acquisition process, including but not limited to, the
- 33 following activities, subject to all terms and conditions as stated therein:
- 34
- 35       1. Opening escrow with Brabazon Title Company, Inc. and Securing a Minimum Title Insurance
- 36         Commitment of \$15,000 (Title Report) for each Property - County Activity;
- 37       2. Applicant depositing three thousand dollars (\$3,000) in the established escrow account - Landowner
- 38         Activity;
- 39       3. Rock County contracting with an appraiser to determine the fair market value (Appraisal) of an
- 40         Easement on each Property - County Activity; and, .
- 41
- 42 **NOW, THEREFORE, BE IT RESOLVED**, the Rock County Board of Supervisors duly assembled this
- 43 \_\_\_\_\_ day of \_\_\_\_\_, 2012, do by enactment of this Resolution approve a *Rock County -*
- 44 *Conveyance Agreement and Escrow Instructions - Agricultural Resources Conservation Easement* for each
- 45 Property, authorizing the LCD to undertake activities identified therein and obligate all necessary funds to
- 46 complete said activities,
- 47

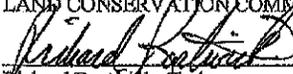
12-1A-548

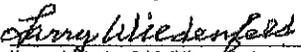
48 **BE IT FURTHER RESOLVED**, that the Rock County Board of Supervisors amends the Land  
 49 Conservation Department's PDR/PACE Program budget as follows:

| 51 | <u>A/C DESCRIPTION</u>  | <u>BUDGET AT</u>  | <u>INCREASE</u>   | <u>AMENDED</u> |
|----|-------------------------|-------------------|-------------------|----------------|
| 52 |                         | <u>01/01/2012</u> | <u>(DECREASE)</u> | <u>BUDGET</u>  |
| 53 | <u>Source of Funds:</u> |                   |                   |                |
| 54 | 62-6350-0000-47000      | \$34,826          | \$11,200          | \$46,026       |
| 55 | Transfer In             |                   |                   |                |
| 56 |                         |                   |                   |                |
| 57 | <u>Use of Funds:</u>    |                   |                   |                |
| 58 | 62-6350-0000-62101      | \$ 0              | \$10,000          | \$10,000       |
| 59 | Appraisal Fees          |                   |                   |                |
| 60 |                         |                   |                   |                |
| 61 | 62-6350-0000-65109      | \$0               | \$1,200           | \$1,200        |
| 62 | Other Insurance Fees    |                   |                   |                |

Respectfully submitted:

LAND CONSERVATION COMMITTEE

  
 Richard Bostwick, Chair

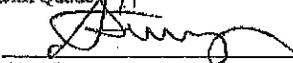
  
 Larry Wiedenfeld, Vice-Chair

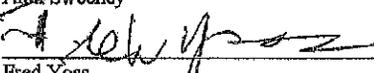
  
 Eva Arnold

  
 Ronald Combs

  
 David Janis

  
 Jim Quade

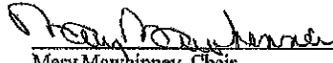
  
 Alga Sweney

  
 Fred Yoss

FINANCE COMMITTEE ENDORSEMENT

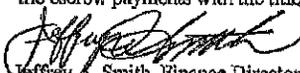
Reviewed and approved on a vote of

5-0

  
 Mary Mawhinney, Chair

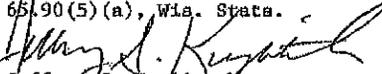
FISCAL NOTE:

This resolution authorizes an additional \$11,200 transfer in from Land Conservation's share of ATC fees to appropriate the funding for appraisals and title insurance for four properties under consideration for the purchase of easements under the PDR/PACE Program. Land Conservation's balance in the ATC fund as of November 30, 2011 was \$784,278. The land owners are responsible to deposit the escrow payments with the title company.

  
 Jeffrey A. Smith, Finance Director

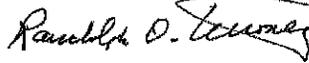
LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 93.73, Wis. Stats. As an amendment to the adopted 2012 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

  
 Jeffrey S. Kuglitsch  
 Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

  
 Randolph D. Terronez  
 Acting County Administrator

## EXECUTIVE SUMMARY

This resolution amends the 2012 Land Conservation Department (LCD) Purchase of Agricultural Conservation Easements (PACE) budget and authorizes the County to enter into a *Rock County -- Conveyance Agreement and Escrow Instructions -- Agricultural Resources Conservation Easement* (Agreement) with landowners and Brabazon Title Company for four properties located in unincorporated Rock County. The Agreement identifies and outlines the agricultural conservation easement (Easement) acquisition process to be undertaken by the Rock County PACE Program, including establishing an escrow account to be held by Brabazon Title Company, purchasing title insurance, and contracting for appraisals of the Easements. Acquisition of Easements will protect and preserve productive agricultural lands in Rock County, encouraging and promoting the goals of a strong agricultural economy and community identity, intergovernmental cooperation, and a regional land use vision throughout the County.

If this resolution is approved, the LCD will continue with the Easement acquisition process on each of the four properties, and submit Easement acquisition funding applications to the USDA-Farm and Ranch Land Protection Program. Acquisition of the easements by Rock County is contingent upon funding from the USDA.



Rock County Land Conservation Department  
441 N. U.S. Highway 14  
Janesville, WI 53546  
(608) 754-6617 (Ext: 3)

**CONVEYANCE AGREEMENT  
AND ESCROW INSTRUCTIONS –  
AGRICULTURAL RESOURCES  
CONSERVATION EASEMENT**

This space is reserved for recording data.

---

Return to:

---

Rock County Agricultural Resources  
Conservation Easement Number:

This AGREEMENT TO CONVEY AN AGRICULTURAL RESOURCES CONSERVATION EASEMENT and ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of the date on which this Agreement is mutually signed ("Effective Date"), by and between \_\_\_\_\_ (landowner(s) name), \_\_\_\_\_ (husband/wife or individual(s)), ("Seller"), and the County of Rock, (a political subdivision of the State of Wisconsin as defined in Sec. 93.73 (1m) (f), Wis. Stats.), ("Buyer"). The Buyer and Seller are hereinafter collectively referred to as the "Parties", and individually as a "Party."

RECTALS  
9

- A. Seller is the owner in fee simple of approximately \_\_\_\_\_ ( \_\_\_ ) acres of real property located in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Town of \_\_\_\_\_, Rock County Tax Parcel Number(s) \_\_\_\_\_, Rock County, State of Wisconsin, more particularly described and identified in Exhibit A and Exhibit B respectively, ("Easement Area") (If there is any discrepancy between Exhibit A and Exhibit B, Exhibit A shall control.); and,
- B. Buyer is a political subdivision of the State of Wisconsin and administers a Purchase of Agricultural Conservation Easements (PACE) Program ("Program"), tasked with protecting and preserving productive agricultural lands in the County through acquisition of agricultural conservation easements, to encourage and promote the goals of a strong agricultural economy and community identity, intergovernmental cooperation, and a regional land use vision throughout the County; and,
- C. Seller desires to convey, via sale and donation, and Buyer desires to acquire, via purchase and donation, an Agricultural Resources Conservation Easement ("Easement") on the Easement Area, in a form substantially consistent with that identified in Exhibit E, encompassing approximately \_\_\_\_\_ acres of land more particularly described and identified in Exhibit A and Exhibit B respectively, to proceed towards achievement of the aforementioned goals; and,
- D. Buyer will acquire the Easement from the Seller, utilizing any, or a combination of, the following:
  - (1) Funds from the Program;
  - (2) Funds from a source other than the Program;
  - (3) Seller donation; and,

- E. The Rock County Land Conservation Committee has approved the Easement for acquisition at its regularly scheduled public meeting held \_\_\_\_\_, 2011; and therefore,
- F. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

## I. GENERAL AGREEMENT

- 1.1 Conveyance. Seller agrees to sell and donate to Buyer, and Buyer agrees to purchase and accept donation from Seller, an Easement on the Easement Area "AS IS" with all faults and without representation or warranty, subject to all terms and conditions as stated herein.
- 1.2 Access and Inspection. From and after the Effective Date and before the Closing Date, per Sec. 6.1, Buyer, its agents, employees, consultants and contractors, and representatives of organizations or agencies constituting potential sources of funding for this Easement acquisition shall have a license to enter the Easement Area for a reasonable period of time, upon reasonable prior notice to Seller, at Buyer's sole cost and expense, for the purposes of:
- (1) Conducting Due Diligence Investigations, per Sec. 2.6, and to otherwise inspect the Easement Area in order to determine condition and suitability;
  - (2) Conducting Easement surveys, Easement appraisals, Easement appraisal reviews, and/or any other associated activity, per Sec. 4.1, 4.2 and 4.3;
  - (3) Conducting any activities necessary to secure funds for Easement acquisition from a source other than the Program;

Upon completion of such activities, Buyer shall return the Easement Area to Seller in substantially the same condition it was in prior to Buyer's entry thereon. As limited exclusively to activities related to the exercise of this "Access and Inspection" provision of the Agreement, Buyer hereby agrees to indemnify, defend and hold harmless Seller, and the Easement Area, from and against any and all loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense whatsoever arising out of or in any way connected with the acts or omissions of Seller its agents, contractors, consultants, engineers, or representatives on or in respect to the Easement Area.

- 1.3 Easement Survey, Easement Appraisal, and Easement Appraisal Review. An Easement survey may be required per Sec. 4.1, and an Easement appraisal and Easement appraisal review shall be required per Sec. 4.2 and 4.3 respectively, to allow for conveyance of the Easement from the Seller to the Buyer, subject to all other terms and conditions as stated herein. Easement survey, Easement appraisal, and Easement appraisal review cost shall be incurred per Sec. 3.2.
- 1.4 Option to Purchase Agreement – Agricultural Resources Conservation Easement. The Parties shall execute an *Option to Purchase Agreement – Agricultural Resources Conservation Easement* ("Option"), in a form substantially consistent with that identified in Exhibit D, stating the Easement's Purchase Price, per Sec. 5.1, and agreement by the Parties to said price.
- 1.5 Agricultural Resources Conservation Easement. Seller shall convey the Easement to Buyer at the Closing Date, per Sec. 6.1, via an *Agricultural Resources Conservation Easement* ("Easement Document") in a form substantially consistent with that identified in Exhibit E, and recorded with the Rock County Register of Deeds per Sec. 6.3 (1).
- 1.6 Agricultural Resources Conservation Easement Holding and Enforcement.  
The Program shall, and any other Easement acquisition funding source and/or a non-profit conservation organization may, hold and enforce the Easement Document, subject to all terms and conditions as stated therein.

- 1.7 Termination of Agreement. Either Party reserves the right to terminate this Agreement at any time, at either Party's discretion, with the Party terminating the Agreement required to provide written notice of termination to the other Party by Certified Mail, Return Receipt Requested. Termination of this Agreement shall be subject to all other terms and conditions as stated herein.

## II. ESTABLISHMENT OF ESCROW AND DUE DILLIGENCE

- 2.1 Establishment of Escrow. On or before the date which is ten (10) days after the Effective Date, Buyer will establish an escrow ("Escrow") with \_\_\_\_\_ ("Escrow Holder"). The provisions of this Agreement will constitute joint instructions to Escrow Holder; provided, however, that the Parties will execute such additional instructions as desired by the Parties, or either of them, or as requested by Escrow Holder, and not inconsistent with the provisions of this Agreement.
- 2.2 Title Document and Seller Information Review. On or before the date which is ten (10) days after establishment of Escrow, Buyer, at its sole cost, shall obtain from Escrow Holder an updated Minimum Title Insurance Commitment of \$15,000 to Patent ("Title Report") for the Easement Area, and copies of all instruments identified as exceptions therein (together with the Title Report, "Title Documents"), and Seller shall deliver to Buyer any agreements between Seller and any other person or entity which affect the Easement Area or rights therein, and all of the documents and materials listed below (collectively, "Seller Information") to the extent in Seller's control or possession:
- (1) Environmental hazards assessment/reports, if required under State law;
  - (2) Any surveys, reports, and studies related to the title, condition, development, or ownership of the Easement Area;
  - (3) All other information in possession or control of Seller related to the title, condition, development, or ownership of the Easement Area;

Buyer shall return to Seller all Seller Information provided by Seller upon termination of this Agreement other than by the Closing Date. Buyer shall have the right to make copies of Seller's Information at Buyer's sole cost and expense, provided that if the Agreement is terminated for any reason other than by the Closing Date, Buyer shall not retain copies of Seller Information but shall return all such copies to Seller promptly upon said termination.

- 2.3 Title Document and Seller Information Review Objection. On or before the date which is twenty (20) days after Buyer receives all Title Documents and Seller Information ("Objection Deadline"), Buyer shall give written notice ("Objection Notice") to Seller of any matter set forth in the Title Documents or Seller Information to which Buyer objects ("Objections"). If Buyer fails to tender an Objection Notice on or before the Objection Deadline, Buyer shall be deemed to have approved and irrevocably waived any Objections to any matters covered by the Title Documents and Seller Information.

Additionally, Buyer intends to determine the compliance of the Easement Area with State and Federal laws regarding hazardous waste. The cost of such investigations and research shall be borne by Buyer or other Easement acquisition funding source. If such investigations determines that there has been a release or there is any threat of release of hazardous material, or that the Easement Area is otherwise not in compliance with such laws, Buyer shall so notify Seller in the Objection Notice and send Seller a copy of any professional reports obtained by Buyer, whereupon Seller shall promptly remedy such non-compliance to the reasonable satisfaction of Buyer and governmental entity having jurisdiction, at Seller's sole cost and expense, per Sec. 2.4. Said professional report sent to the Seller shall also constitute an Objection.

- 2.4 Title Document and Seller Information Review Objection Response. On or before the date which is ten (10) days after Seller's receipt of the Objection Notice ("Objection Notice Response Deadline"), Seller shall give Buyer notice ("Objection Notice Response") of those Objections which Seller is willing to cure, if any. If Buyer is dissatisfied with the Objection Notice Response, Buyer may elect, by written notice given to Seller on or before the Due Diligence Date, per Sec. 2.6, either of the following courses of action:

- (1) Accept the Title Documents with resolution, if any, of the Objections as set forth in the Objection Notice Response;
- (2) Terminate this Agreement;

If Buyer fails to give notice to terminate this Agreement on or before the Due Diligence Date, Buyer shall be deemed to have elected to approve and irrevocably waived any Objections to any matters covered by the Title Documents and Seller Information, subject only to resolution, if any, of the Objections as set forth in the Objection Notice Response.

2.5 Permitted Exceptions. The Option and Easement Document delivered pursuant to this Agreement shall be subject to the following, all of which shall be deemed "Permitted Exceptions":

- (1) Standard printed exceptions in the Title Report and any other matters shown in the Title Report not identified as Objections, per Sec. 2.3;
- (2) General and special real property taxes and assessments;
- (3) Any lien not yet due and payable;
- (4) Any easements, encumbrances, covenants, conditions and restrictions of record approved by Buyer;

Permitted Exceptions shall not include those Objections, if any, which Seller has agreed to cure pursuant to the Objection Notice Response. Any exceptions to title shown on any updated supplement to the Title Report that may be issued by the Escrow Holder must be removed by Seller at or prior to the Closing Date, unless such exceptions are expressly approved by Buyer in writing or unless such exceptions constitute Permitted Exceptions.

2.6 Due Diligence. Buyer's obligation to acquire the Easement is expressly conditioned on its approval, at its sole discretion, of the matters disclosed in the Title Documents or Seller Information and of the condition of the Easement Area and all other matters concerning the Easement Area, including without limitation economic, financial, and accounting matters relating to or affecting the Easement Area or its value, and the physical and environmental condition of the Easement Area. Buyer shall have forty (40) days after the Effective Date ("Due Diligence Date") to review the Title Documents and Seller Information, and to conduct such investigations as Buyer may choose at Buyer's sole cost and expense including any studies or investigations Buyer may wish to conduct related to the condition of the Easement Area (collectively "Due Diligence Investigations") to determine, in its sole discretion, whether this contingency is met.

2.7 Release of Due Diligence Contingency. In the event Buyer elects to acquire the Easement, then on or before the Due Diligence Date, Buyer shall provide notice to Seller releasing the Due Diligence Contingency ("Due Diligence Contingency Release Notice"); if Buyer fails to give such notice on or before said date, Buyer shall be deemed to have elected to terminate this Agreement.

### III. TRANSACTION COSTS AND PAYMENT

3.1 Transaction Costs. Those financial expenditures, not to include the Purchase Price, per Sec. 5.1, necessary for the Seller to convey the Easement to the Buyer ("Transaction Costs") include only the following:

- (1) Easement survey;
- (2) Easement appraisals and Easement appraisal reviews;
- (3) Recording fees;
- (4) Other closing fees;

(5) Program signage posting;

3.2 Earnest Account Funds and Transaction Costs Payment. On or before the date which is ten (10) days after the Due Diligence Date, and before any Transaction Costs are incurred, Seller shall deposit \_\_\_\_\_ and 00/100 dollars (\$\_\_\_\_) with the Escrow Holder ("Earnest Account Funds"). All Transaction Costs shall be incurred by the Buyer, and all Earnest Account Funds shall be returned to the Seller at the Closing Date, per Sec. 6.1, subject to the following terms and conditions:

- (1) If this Agreement is terminated after the Due Diligence Date and prior to the Closing Date at the request of the Seller, Earnest Account Funds shall be dispersed to the Buyer to cover any monies contracted for or spent by the Buyer on Easement surveys, Easement appraisals, or Easement appraisal reviews, with any remaining funds returned to the Seller within ten (10) days of receipt of the termination notice per Sec. 1.7;
- (2) If this Agreement is terminated after the Due Diligence Date and prior to the Closing Date at the request of the Buyer, all Earnest Account funds shall be fully reimbursed to the Seller within ten (10) days of receipt of the termination notice per Sec. 1.7;
- (3) If this Agreement is terminated for failure of release of the Financing Contingency, per Sec. 7.1, Transactions Costs shall be incurred per Sec. 7.2;

#### IV. EASEMENT SURVEY, EASEMENT APPRAISAL, AND EASEMENT APPRAISAL REVIEW

4.1 Easement Survey. An Easement survey, performed by a land surveyor certified in the State of Wisconsin, shall be required if the Easement Area does not conform to a Rock County tax parcel boundary as identified in Exhibit B. The Easement survey shall identify the Easement Area and take either the form of a "Plat of Survey" substantially consistent with that identified in Exhibit C, or a form as required by an Easement acquisition funding source other than the Program. The land surveyor shall be selected and contracted by the Buyer. All Easement surveys shall be performed after the Due Diligence Date and all Easement survey costs shall be incurred per Sec. 3.2.

The Easement survey shall be submitted by the Seller to the Buyer in both hard copy and a digital format compatible with the Rock County Geographic Information System (GIS), signed by the Program, and recorded with the Rock County Register of Deeds.

4.2 Easement Appraisal. An Easement appraisal, performed by an appraiser certified in the State of Wisconsin, shall be required to identify the fair market value of the Easement. The appraiser shall be selected and contracted by the Buyer. All Easement appraisals shall be performed after the Due Diligence Date and Easement survey (if applicable). All Easement appraisal costs shall be incurred per Sec. 3.2.

A second Easement appraisal, performed by an appraiser certified in the State of Wisconsin and differing than the individual/organization that performed the initial Easement appraisal, may be required if the fair market value of the Easement, as determined through the initial Easement appraisal, is \$350,000 or greater. A second Easement appraisal shall be required at the sole discretion of the Buyer or an Easement acquisition funding source other than the Program. The appraiser that will perform the second Easement appraisal shall be selected and contracted by the Buyer or said other Easement acquisition funding source.

4.3 Easement Appraisal Review. An Easement appraisal review, performed by an appraiser certified in the State of Wisconsin and differing than the individual/organization that performed the Easement appraisal, shall be required to confirm said appraisal is an accurate representation of the fair market value of the Easement. The appraiser shall be selected and contracted by the Buyer or an Easement acquisition funding source other than the Program. All Easement appraisal reviews shall be performed after the Due Diligence Date, Easement survey (if applicable), and Easement appraisal. All Easement appraisal review costs shall be incurred per Sec. 3.2.

If a second Easement appraisal is required, per Sec. 4.2, an appraisal review, as identified in the first paragraph of this Sec., shall only be required at the sole discretion of an Easement acquisition funding source other than the Program.

## V. PURCHASE PRICE AND OPTION TO PURCHASE

- 5.1 Purchase Price. The purchase price of the Easement ("Purchase Price") is that monetary amount payable to the Seller from the Buyer to ensure conveyance of the Easement, subject to all other terms and conditions as stated herein. The Purchase Price shall equal \_\_\_\_\_ percent ( \_\_\_%) of the Easement's fair market value as identified and confirmed per Sec. 4.2 and 4.3 respectively. No more than \_\_\_\_\_ percent ( \_\_\_ %) of the total Program fund or \_\_\_\_\_ and 00/100 dollars (\$\_\_\_), whichever is a lesser dollar amount, shall be allocated from said fund towards the Purchase Price. The Purchase Price is payable to the Seller from the Buyer at the Closing Date per Sec. 6.1.
- 5.2 Option to Purchase. The Option shall be executed by and between the Seller and Buyer and state all of the following:
- (1) The Purchase Price and agreement by the Parties to said price;
  - (2) The Buyer shall have the right to acquire the Easement from the Seller before the Easement is offered to a third party, at a Purchase Price that does not exceed the Easement's fair market value as of the Closing Date. The Seller may convey all or a portion of any ownership interest in the Easement Area, including the Easement, to any third party no sooner than twelve (12) months from the date of execution of the Option. Any attempt to convey the Easement without first offering to Buyer, in accordance with the aforementioned, shall be null and void and of no force or effect.

The Option shall be executed only after approval of the Easement acquisition by the Rock County Land Conservation Committee and after identification and confirmation of the fair market value of the Easement. The Option shall be in a form substantially consistent with that identified in Exhibit D.

## VI. CLOSE OF ESCROW

- 6.1 Closing Date. The Close of Escrow ("Closing Date") shall occur fifteen (15) days after the release of the Financing Contingency per Sec. 7.1, unless other arrangements have been agreed upon by the Seller and Buyer.
- 6.2 Closing Documents. The Parties shall deposit all of the following with Escrow Holder prior to the Closing Date:
- (1) Buyer.
    - (a) Buyer's duly executed acceptance of the Easement Document in a form substantially consistent with that identified in Exhibit E, conveying the Easement from Seller to Buyer, subject to applicable Permitted Exceptions per Sec. 2.5;
    - (b) The duly executed Option in a form substantially consistent with that identified in Exhibit D;
    - (c) Such proof of Buyer's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may reasonably be required by an Easement acquisition funding source other than the Program or the Escrow Holder;
    - (d) The full Purchase Price funds per Sec. 5.1;

(2) Seller.

- (a) Seller's duly executed acceptance of the Easement Document in a form substantially consistent with that identified in Exhibit E, conveying the Easement from Seller to Buyer, subject to applicable Permitted Exceptions per Sec. 2.5;
- (b) Such proof of Seller's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by an Easement acquisition funding source other than the Program or the Escrow Holder;

(3) Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Closing Date and consummate the conveyance of the Easement in accordance with all terms and conditions stated herein and applicable law.6.3 Actions by Escrow Holder. Upon deposit of the full Purchase Price funds in Escrow, Escrow Holder will notify Parties of same in writing. On the Closing Date, provided each of the conditions precedent to the Parties' obligations have been satisfied or waived, and when the Escrow Holder receives all documents and funds identified in Sec. 6.2, then and only then, the Escrow Holder shall perform the following acts in the following order:

- (1) Recordation of the Easement Document with the Rock County Register of Deeds and delivery of conformed copies thereof to Seller and Buyer within ten (10) days of recordation;
- (2) Delivery to Buyer conformed copies of the documents recorded pursuant to this Agreement and an executed copy of Buyer's Escrow instructions;
- (3) Delivery to Seller conformed copies of the documents recorded pursuant to this Agreement and an executed copy of Seller's Escrow instructions;
- (4) Delivery to Seller and Buyer signed closing statements showing all receipts and disbursements to Seller and Buyer, and filing with the Internal Revenue Service (with copies to Seller and Buyer) any reporting statement required by law;

**VII. BUYER'S CONTINGENCIES**7.1 Financing Contingency. The Buyer shall be obligated to complete this transaction only if adequate funding (on terms and conditions acceptable to the Parties) becomes available and is received by Buyer and/or Escrow Holder on behalf of Buyer for this transaction within twelve (12) months of the Effective Date ("Financing Contingency"). The Financing Contingency shall be released by either of the following actions:

- (1) Buyer's receipt or notice from the Escrow Holder that the full Purchase Price funds have been deposited in Escrow;
- (2) Buyer's written notice to release Financing Contingency;

The Parties will cooperate in good faith to expedite the Easement acquisition funding process to secure the funds necessary for this transaction and to have the full Purchase Price funds deposited in Escrow.

Prior to release of the Financing Contingency and at the request of the Buyer, the Escrow Holder shall provide an updated supplement to the Title Report. This update shall be reviewed per Sec. 2.3, 2.4, and 2.5, unless other arrangements have been agreed upon by the Seller and Buyer.

7.2 Termination of Agreement for Failure of Release of Financing Contingency. If this Agreement is terminated or deemed to be terminated after the Due Diligence Date and before the Closing Date for failure of release of the Financing Contingency, then any Transaction Cost per Sec. 3.2, cancellation fee, or other costs of the Escrow Holder resulting from termination shall be borne equally by Seller and Buyer, and each Party shall pay its own expenses.

**VIII. SELLER'S PRECLOSING COVENANTS**

8.1 Preservation of the Easement Area. Seller covenants and agrees that during the term of this Agreement Seller shall not take any action with respect to the Easement Area, nor permit activities to occur on the Easement Area, if within the reasonable control of Seller, that would diminish or adversely affect the Easement Area without the prior written consent of Buyer.

8.2 Operation and Maintenance. Seller, at its sole cost and expense, shall operate the Easement Area, or cause it to be operated, in substantially the same manner as it has been operated before the Effective Date and shall maintain and keep the Easement Area such that on the Closing Date the Easement Area is in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted. Seller shall not make any material alterations to the Easement Area without Buyer's prior written consent.

8.3 No Amendments or Agreements. Seller shall not amend or waive any right under any existing agreement or enter into any new agreements in respect to the Easement Area, or amend or renew such agreements, the term of which or the effect of which shall extend beyond the Closing Date, without the prior written consent of Buyer.

8.4 Notification. Seller shall promptly notify Buyer of any material change in any condition with respect to the Easement Area or of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

**IV. GENERAL PROVISIONS**

9.1 Notices. All notices and demands which either Party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective Party, provided that if either Party gives notice of a change of name or address or number, notices to that Party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective only upon receipt by the Party to whom notice or demand is being given.

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Buyer:

Rock County PACE Program  
441 N. U.S. Highway 14  
Janesville, WI 53546  
Phone: (608) 754-6617 (Ext: 3)  
Fax: (608) 752-1247

**DRAFT 9-30-2011**

If to Escrow Holder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 9.2 Agreement Modification. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a written Addendum signed by both Parties.
- 9.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 9.4 No Merger. This Agreement, each provision of it, shall survive the Closing Date and shall not merge in any instrument conveying any other interest or right in real property to Buyer. All representations, warranties, agreements, and obligations of the Parties shall, despite any investigation made by any party to this Agreement, survive the Closing Date, and the same shall inure to the benefit of and be binding on the Parties' respective successors and assigns.
- 9.5 References. Unless otherwise indicated, all article, section, sub-section, and exhibit references are to the articles, sections, sub-section, and exhibits of this Agreement, and except where otherwise stated, all references to days are to calendar days.
- 9.6 Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin applicable to contracts made by residents of the State and performed therein.
- 9.7 Time. Time is of the essence in the performance of the Parties' respective obligations under this Agreement.
- 9.8 Attorneys' Fees. Each Party shall bear its own attorneys' fees and expenses in the preparation and review of this Agreement. In the event that any Party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any Party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting Party or prevailing Party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.
- 9.9 Successors and Assigns; No Assignment. This Agreement shall inure to the benefit of and be binding on the Parties to this Agreement and their respective successors and assigns. Buyer shall not have the right to assign any portion of its interest in this Agreement.
- 9.10 Covenants, Conditions or Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a Party. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded. Unless otherwise expressly provided, all covenants, conditions and obligations of the Parties set forth in this Agreement shall survive the Closing Date.

DRAFT 9/30/2011

- 9.11 Cooperation. The Parties agree to execute such instructions to the Escrow Holder, and to an other Easement acquisition funding source (if applicable) and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- 9.12 Exhibits. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached. The following exhibits are attached to this Agreement:
- (1) Exhibit A: BASEMENT AREA: LEGAL DESCRIPTION
  - (2) Exhibit B: BASEMENT AREA: MAP
  - (3) Exhibit C: PLAT OF SURVEY: EXAMPLPLE
  - (4) Exhibit D: *OPTION TO PURCHASE AGREEMENT - AGRICULTURAL RESOURCES CONSERVATION EASEMENT: BOILERPLATE*
  - (5) Exhibit E: *AGRICULTURAL RESOURCES CONSERVATION EASEMENT: BOILERPLATE*
- 9.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 9.14 Legal Advice. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question.
- 9.15 Broker's Commission. Seller and Buyer each represent and warrant to the other that it is not a broker and it has and will not engage any real estate broker or finder in connection with this transaction. If any broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party shall indemnify, defend, and hold the other party (Non-indemnifying Party) harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim. The representations, warranties, indemnities and agreements contained herein shall survive the Closing Date or earlier termination of this Agreement.
- 9.16 Confidentiality and Publicity. Before the Closing Date, the Parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to ensure all of the following:
- (1) Comply with applicable law and regulations
  - (2) Carry out the obligations set forth in this Agreement
  - (3) Secure Easement acquisition funding from a source other than the Program

Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by the Parties or any of its agents concerning this transaction without the other Party's prior written consent. The Parties will coordinate and cooperate in good faith as to all public disclosure of information regarding this transaction, including without limitation any press release regarding the award of grant funding, the fact of the agreement and/or the closing of escrow. Each Party shall have the right to approve, in advance and in a timely manner, any such publicity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date on which this Agreement is signed by the parties as set forth below.

| SELLER:<br>(husband and wife) (individual) (s) | BUYER: (COUNTY OF ROCK) (political subdivision of the State of Iowa) |
|--|--|
| Signature: _____                               | Signature: _____   |
| Printed Name: _____                            | Printed Name: _____  |
| Date: _____                                    | Title: _____   |
| Signature: _____                               | Date: _____  |
| Printed Name: _____                            |  |
| Date: _____                                    |  |

ACCEPTANCE BY ESCROW HOLDER:

Escrow Holder hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

| ESCROW HOLDER       |
|---------------------|
| Signature: _____    |
| Printed Name: _____ |
| Title: _____        |
| Date: _____         |

**EXHIBIT A:**

**EASEMENT AREA: LEGAL DESCRIPTION**

**EXHIBIT B:**

**EASEMENT AREA: MAP**

**EXHIBIT C:**

**PLAT OF SURVEY: EXAMPLE**

**EXHIBIT D:**

***OPTION TO PURCHASE – AGRICULTURAL RESOURCES CONSERVATION EASEMENT:  
BOILERPLATE***

**EXHIBIT E:**

***AGRICULTURAL RESOURCES CONSERVATION EASEMENT: BOILERPLATE***

**DRAFT: 9-30-2011**

RESOLUTION NO. 12-1A-549

AGENDA NO. 12.B.(1)

SUBMITTED BY: FINANCE COMMITTEE

DATE: **JAN 05 2012**

INITIATED: FINANCE DIRECTOR

WHEREAS, THE FINANCE COMMITTEE HAS EXAMINED THE FOLLOWING BILLS OVER \$10,000 AS REQUIRED BY COUNTY BD, RULE H.(3), AND FOUND THEM TO BE PROPER AND WITHIN BUDGET.

NOW THEREFORE BE IT RESOLVED, THE ROCK COUNTY BOARD OF SUPERVISORS AT ITS REGULAR MEETING ON **JAN 12 2012**, APPROVES PAYMENT AND AUTHORIZES AND DIRECTS THE COUNTY CLERK AND COUNTY TREASURER TO PAY THE SAME.

| Vendor Name                                   | Fund Name  | Department Name | Program Name         | Amount     | Claim Amount |
|---|------------|-----------------|----------------------|------------|--------------|
| ADVANCED CORRECTIONAL HEALTHCARE GENERAL FUND |            | NOT APPLICABL   | BAL.SHEET A/C 20773  | 61,494.48  | 61,494.48    |
| ATLAS BUS SALES INC                           | SRF-GRANTS | SR CIT PROG     | E & H TRANSPD 51421  | 29,010.00  | 29,010.00    |
| GENERAL COMMUNICATIONS INC                    | CPF-GS     | 911 COMM.       | DIGITAL RADIO 916760 | 167,631.50 | 167,631.50   |
| GILBANK CONSTRUCTION INC                      | CPF-GS     | GENERAL SERVI   | JAIL.CAP.IMPR 4244   | 13,800.00  | 13,800.00    |

12-1A-549

CLAIMS IN THE AMOUNT OF 271,935.98

RESPECTFULLY SUBMITTED,

HAVE BEEN APPROVED AND CHECKED BY THE GOVERNING COMMITTEES.

FINANCE COMMITTEE

*Mary M...*

*P. Kraft*

*D. D...*

*Mar Beany*

*Quinn Bodilia*

LEGAL NOTE:  
THE COUNTY BOARD RULE CITED REQUIRES THE COUNTY BOARD TO EXAMINE AND SETTLE ALL CLAIMS OVER \$10,000.00

*Jeffrey S. Kuglitsch*  
JEFFREY S. KUGLITSCH  
CORPORATION COUNSEL

ADMINISTRATIVE NOTE

RECOMMENDED

*Craig Knutson*

CRAIG KNUTSON  
COUNTY ADMINISTRATOR

FISCAL NOTE

ABOVE LISTED CLAIMS ARE FULLY FUNDED.

*Jeffrey Smith*  
JEFFREY SMITH  
FINANCE DIRECTOR

Rock County - Production

01/04/12

APPROVAL OF BILLS OVER \$10,000.00

ROCK COUNTY, WISCONSIN

Page 1

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

DATE: **JAN 05 2012**

INITIATED: FINANCE DIRECTOR

WHEREAS, THE FINANCE COMMITTEE HAS EXAMINED THE FOLLOWING BILLS OVER \$10,000 AS REQUIRED BY COUNTY BD. RULE H.(3), AND FOUND THEM TO BE PROPER AND WITHIN BUDGET.

NOW THEREFORE BE IT RESOLVED, THE ROCK COUNTY BOARD OF SUPERVISORS AT ITS REGULAR MEETING ON **JAN 12 2012**, APPROVES PAYMENT AND AUTHORIZES AND DIRECTS THE COUNTY CLERK AND COUNTY TREASURER TO PAY THE SAME.

| Vendor Name                  | Fund Name    | Department Name | Program Name            | Amount    | Claim Amount |
|------------------------------|--------------|-----------------|-------------------------|-----------|--------------|
| BELOIT POLICE DEPARTMENT     | SRF-GRANTS   | SHERIFF         | JAG GRANT 20111220      | 18,900.00 | 18,900.00    |
| BLACKHAWK TECHNICAL COLLEGE  | GENERAL FUND | SHERIFF         | RECAP OPERATI S0194249  | 19,476.85 | 19,476.85    |
| DELL                         | ISF-CS       | INFORMATION T   | INFORMATION T XFKTF8X66 | 39,356.63 | 39,356.63    |
| JANESVILLE POLICE DEPARTMENT | SRF-GRANTS   | SHERIFF         | JAG GRANT 20111220      | 18,800.00 | 18,800.00    |

Rock County - Production

01/04/12

APPROVAL OF BILLS OVER \$10,000.00

ROCK COUNTY, WISCONSIN

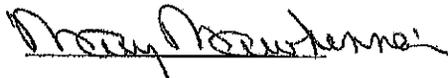
Page 2

CLAIMS IN THE AMOUNT OF 96,533.48

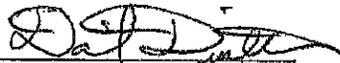
HAVE BEEN APPROVED AND CHECKED BY THE GOVERNING COMMITTEES.

RESPECTFULLY SUBMITTED,

FINANCE COMMITTEE





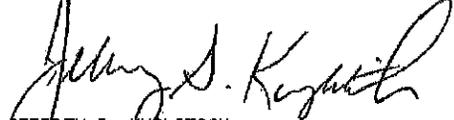






LEGAL NOTE:

THE COUNTY BOARD RULE CITED REQUIRES THE COUNTY BOARD TO EXAMINE AND SETTLE ALL CLAIMS OVER \$10,000.00



JEFFREY S. KUGLITSCH  
CORPORATION COUNSEL

FISCAL NOTE

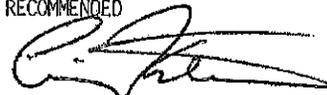
ABOVE LISTED CLAIMS ARE FULLY FUNDED.



JEFFREY SMITH  
FINANCE DIRECTOR

ADMINISTRATIVE NOTE

RECOMMENDED



CRAIG KNUTSON  
COUNTY ADMINISTRATOR

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

INITIATED: FINANCE DIRECTOR

SUBMITTED BY: FINANCE COMMITTEE

DATE:

JAN 05 2012

WHEREAS, THE FINANCE COMMITTEE HAS EXAMINED THE FOLLOWING BILLS OVER \$10,000 AS REQUIRED BY COUNTY BD. RULE H.(3), AND FOUND THEM TO BE PROPER AND WITHIN BUDGET.

~~NOW~~ <sup>JAN 1 2012</sup> THEREFORE RESOLVED, THE ROCK COUNTY BOARD OF SUPERVISORS AT ITS REGULAR MEETING ON \_\_\_\_\_, APPROVES PAYMENT AND AUTHORIZES AND DIRECTS THE COUNTY CLERK AND COUNTY TREASURER TO PAY THE SAME.

| Vendor Name                | Fund Name                    | Department Name | Program Name          | Amount    | Claim Amount |
|----------------------------|------------------------------|-----------------|-----------------------|-----------|--------------|
| MIDLAND HEALTH TESTING INC | ISF-SELF INS                 | NOT APPLICABL   | BAL.SHEET A/C 4845DEP | 38,883.00 | 38,883.00    |
| OTIS ELEVATOR COMPANY      | ISF-HCC BLDG C GENERAL SERVI | HCC BLDG.COMP   | CMM05209112           | 54,984.50 | 54,984.50    |
| CLAIMS IN THE AMOUNT OF    | 93,867.50                    |                 |                       |           |              |

RESPECTFULLY SUBMITTED,

HAVE BEEN APPROVED AND CHECKED BY THE GOVERNING COMMITTEES.

FINANCE COMMITTEE

LEGAL NOTE:

THE COUNTY BOARD RULE CITED REQUIRES THE COUNTY BOARD TO EXAMINE AND SETTLE ALL CLAIMS OVER \$10,000.00

JEFFREY S. KOGLITSCH  
CORPORATION COUNSEL

ADMINISTRATIVE NOTE

RECOMMENDED

CRAIG KNUTSON  
COUNTY ADMINISTRATOR

FISCAL NOTE

ABOVE LISTED CLAIMS ARE FULLY FUNDED.

JEFFREY SMITH  
FINANCE DIRECTOR

RESOLUTION NO. 12-1A-550 AGENDA NO. 12.G.(1)

INITIATED: FINANCE DIRECTOR

SUBMITTED BY: FINANCE COMMITTEE

DATE: **JAN 05 2012**

WHEREAS, THE FINANCE COMMITTEE HAS EXAMINED THE FOLLOWING ENCUMBRANCES OVER \$10,000 AS REQUIRED BY COUNTY BD. RULE H.(3), AND FOUND THEM TO BE PROPER AND WITHIN BUDGET.

NOW, THEREFORE BE IT RESOLVED, THE ROCK COUNTY BOARD OF SUPERVISORS AT ITS REGULAR MEETING ON **JAN 12 2012**, APPROVES PAYMENT AND AUTHORIZES AND DIRECTS THE COUNTY CLERK AND COUNTY TREASURER TO PAY THE SAME, UPON ACCEPTANCE BY THE DEPARTMENT HEAD,

| Vendor Name                 | Fund Name    | Department Name  | Program Name     | PR Number | Claim Amount |
|-----------------------------|--------------|------------------|------------------|-----------|--------------|
| IKON OFFICE SOLUTIONS       | GENERAL FUND | GENERAL SERVICES | GENERAL SERVICES | R1200183  | 36,548.04    |
| MIDLAND PAPER               | GENERAL FUND | GENERAL SERVICES | GENERAL SERVICES | R1200448  | 25,000.00    |
| MOTOROLA SOLUTIONS INC      | ISF-CS       | INFORMATION TECH | LAW RECORDS      | R1200667  | 193,632.00   |
| OFFICE PRO                  | GENERAL FUND | NOT APPLICABLE   | BAL.SHEET A/C    | R1200486  | 95,000.00    |
| SGTS INC                    | GENERAL FUND | GENERAL SERVICES | COMM.CTR.OPER.   | R1200166  | 17,510.00    |
| SIEMENS INDUSTRY INC        | GENERAL FUND | GENERAL SERVICES | GENERAL SERVICES | R1200165  | 11,352.00    |
| TRANE COMPANY               | GENERAL FUND | GENERAL SERVICES | ADOL.SER/GUIDANC | R1200167  | 12,955.00    |
| WATSON SECURITY SERVICE INC | GENERAL FUND | GENERAL SERVICES | GENERAL SERVICES | R1200194  | 67,000.00    |

CLAIMS IN THE AMOUNT OF 458,997.04

HAVE BEEN APPROVED AND CHECKED BY THE GOVERNING COMMITTEES.

FINANCE COMMITTEE

*Mary Newkome*  
*K. Kraft*  
*D. D. D.*  
*Mary Beaman*  
*Durr Bogulko*

12-1A-550

LEGAL NOTE: THE COUNTY BOARD RULE CITED REQUIRES THE COUNTY BOARD TO EXAMINE AND SETTLE ALL CLAIMS OVER \$10,000.00

*Jeffrey S. Kuglitsch*  
 JEFFREY S. KUGLITSCH  
 CORPORATION COUNSEL

FISCAL NOTE

ABOVE LISTED CLAIMS ARE FULLY FUNDED.

*Jeffrey Smith*  
 JEFFREY SMITH  
 FINANCE DIRECTOR

ADMINISTRATIVE NOTE

RECOMMENDED

*Craig Knutson*  
 CRAIG KNUTSON  
 COUNTY ADMINISTRATOR

RESOLUTION NO. \_\_\_\_\_ AGENDA NO. \_\_\_\_\_

INITIATED: FINANCE DIRECTOR

SUBMITTED BY: FINANCE COMMITTEE  
DATE:

JAN 05 2012

WHEREAS, THE FINANCE COMMITTEE HAS EXAMINED THE FOLLOWING ENCUMBRANCES OVER \$10,000 AS REQUIRED BY COUNTY BD. RULE H.(3), AND FOUND THEM TO BE PROPER AND WITHIN BUDGET.

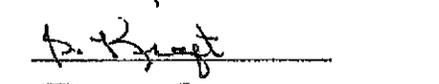
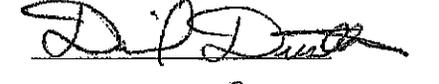
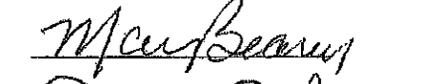
NOW THEREFORE BE IT RESOLVED, THE ROCK COUNTY BOARD OF SUPERVISORS AT ITS REGULAR MEETING ON JAN 12 2012, APPROVES PAYMENT AND AUTHORIZES AND DIRECTS THE COUNTY CLERK AND COUNTY TREASURER TO PAY THE SAME, UPON ACCEPTANCE BY THE DEPARTMENT HEAD.

| Vendor Name             | Fund Name    | Department Name  | Program Name     | PR Number | Claim Amount |
|-------------------------|--------------|------------------|------------------|-----------|--------------|
| JOHNSON CONTROLS INC    | GENERAL FUND | GENERAL SERVICES | GENERAL SERVICES | R1200717  | 26,485.00    |
| OTIS ELEVATOR COMPANY   | GENERAL FUND | GENERAL SERVICES | GENERAL SERVICES | R1200724  | 32,969.64    |
| RHYME BUSINESS PRODUCTS | GENERAL FUND | NOT APPLICABLE   | BAL.SHEET A/C    | R1200488  | 15,000.00    |
| STAPLES ADVANTAGE       | GENERAL FUND | NOT APPLICABLE   | BAL.SHEET A/C    | R1200490  | 125,000.00   |

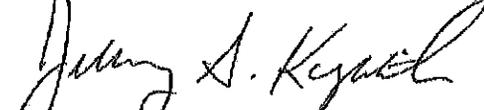
CLAIMS IN THE AMOUNT OF 199,454.64

HAVE BEEN APPROVED AND CHECKED BY THE GOVERNING COMMITTEES.

FINANCE COMMITTEE


LEGAL NOTE:  
THE COUNTY BOARD RULE CITED REQUIRES THE COUNTY BOARD TO EXAMINE AND SETTLE ALL CLAIMS OVER \$10,000.00

  
 JEFFREY S. KOGLITSCH  
 CORPORATION COUNSEL

ADMINISTRATIVE NOTE

FISCAL NOTE

ABOVE LISTED CLAIMS ARE FULLY FUNDED.

  
 JEFFREY SMITH  
 FINANCE DIRECTOR

RECOMMENDED

  
 CRAIG-KNUTSON  
 COUNTY ADMINISTRATOR

RESOLUTION NO. \_\_\_\_\_ AGENDA NO. \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE  
DATE: JAN 05 2012

INITIATED: FINANCE DIRECTOR

WHEREAS, THE FINANCE COMMITTEE HAS EXAMINED THE FOLLOWING ENCUMBRANCES OVER \$10,000 AS REQUIRED BY COUNTY BD. RULE H.(3), AND FOUND THEM TO BE PROPER AND WITHIN BUDGET.

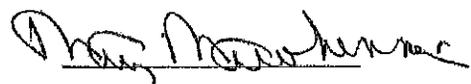
NOW ~~THEREFORE BE IT~~ <sup>JAN 12 2012</sup> RESOLVED, THE ROCK COUNTY BOARD OF SUPERVISORS AT ITS REGULAR MEETING ON \_\_\_\_\_, APPROVES PAYMENT AND AUTHORIZES AND DIRECTS THE COUNTY CLERK AND COUNTY TREASURER TO PAY THE SAME, UPON ACCEPTANCE BY THE DEPARTMENT HEAD.

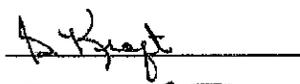
| Vendor Name         | Fund Name | Department Name | Program Name | PR Number | Claim Amount |
|---------------------|-----------|-----------------|--------------|-----------|--------------|
| BOWER CITY DOOR INC | EF-HWY    | DPW             | COST POOLS   | R1200706  | 14,347.00    |

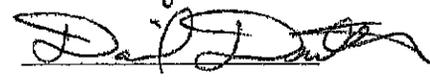
CLAIMS IN THE AMOUNT OF 14,347.00

HAVE BEEN APPROVED AND CHECKED BY THE GOVERNING COMMITTEES.

FINANCE COMMITTEE



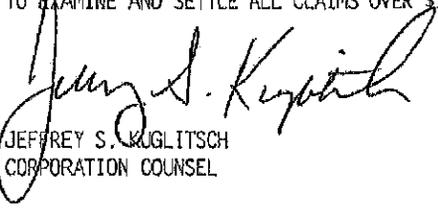








LEGAL NOTE:  
THE COUNTY BOARD RULE CITED REQUIRES THE COUNTY BOARD TO EXAMINE AND SETTLE ALL CLAIMS OVER \$10,000.00

  
JEFFREY S. KUGLITSCH  
CORPORATION COUNSEL

ADMINISTRATIVE NOTE

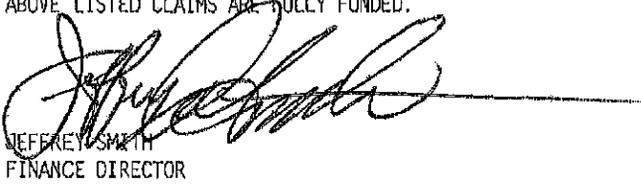
RECOMMENDED



CRAIG KNUTSON  
COUNTY ADMINISTRATOR

FISCAL NOTE

ABOVE LISTED CLAIMS ARE FULLY FUNDED.

  
JEFFREY SMITH  
FINANCE DIRECTOR

PURCHASE ORDER NUMBER P1200474 PEID 010938

**PRE-APPROVED ENCUMBRANCE AMENDMENT FORM**

This form must be used when adding funds to or changing an account number of a previously approved encumbrance. Please complete this form and send to your governing committee for approval. The Encumbrance and Purchase Order will be updated upon approval of all necessary committees and County Board (if amendment is over \$10,000).

DEPARTMENT Rock Haven

COMMITTEE Health Services Committee

VENDOR NAME Aramark Uniform Services

ACCOUNT NUMBER 32 8000 9300 62163

FUNDS DESCRIPTION Laundry Services

AMOUNT OF INCREASE \$ 100,000.00

INCREASE FROM \$ 11,000.00 TO \$ 111,000.00

ACCOUNT BALANCE AVAILABLE \$ 101,550.00

REASON FOR AMENDMENT Typo error when entering requisition.

**APPROVALS**

GOVERNING COMMITTEE [Signature] 1/3/12  
Chair Date

FINANCE COMMITTEE [Signature] 1-5-12  
(if over \$10,000) Chair Date

COUNTY BOARD \_\_\_\_\_  
(if over \$10,000) Resolution # Adoption Date

WHITE - COMMITTEE  
YELLOW - PURCHASING  
PINK - DEPARTMENT

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
INITIATED BY



Ben Coopman, Director of Public Works  
DRAFTED BY

Public Works Committee  
SUBMITTED BY

December 21, 2011  
DATE DRAFTED

AWARDING A CONTRACT FOR INSTALLATION OF SALT SHED DOOR AND  
REALLOCATING FUNDS WITHIN THE PUBLIC WORKS DEPARTMENT BUDGET

- 1 WHEREAS, the Department of Public Works (DPW) erected a new salt shed in 2010 at DPW
- 2 Headquarters on Newville Road; and,
- 3
- 4 WHEREAS, in early spring 2011 a strong windstorm destroyed the original door of the salt shed;
- 5 and,
- 6
- 7 WHEREAS, DPW staff prepared specifications and the county Purchasing Division solicited bids
- 8 for replacing the salt shed door.
- 9
- 10 WHEREAS, this replacement project was not anticipated or budgeted for; and,
- 11
- 12 WHEREAS, this replacement and upgrade is in the same "Capital Assets over \$1,000" account of the
- 13 DPW Buildings & Grounds Cost Pool where awarded contracts for other projects are more than
- 14 \$8,000 under budget.
- 15
- 16 NOW, THEREFORE, BE IT RESOLVED, that the Public Works Department is hereby authorized
- 17 by the Rock County Board of Supervisors convened this \_\_\_\_ day of \_\_\_\_\_, 2012 to award
- 18 the bid for the purchase and installation of the replacement salt shed door from the lowest responsible
- 19 bidder, Bower City Door of Janesville, WI in the amount of \$14,347; and,
- 20
- 21 BE IT FURTHER RESOLVED, that the Department of Public Works is authorized to reallocate
- 22 \$7,547 of savings on other DPW building projects and \$6,800 of insurance recovery to the DPW Salt
- 23 Shed Door Replacement project.

Respectfully submitted,  
PUBLIC WORKS COMMITTEE

\_\_\_\_\_  
Kurtis Yankee, Chair

\_\_\_\_\_  
Betty Jo Bussie, Vice-Chair

\_\_\_\_\_  
Eva M. Arnold

\_\_\_\_\_  
David Diestler

\_\_\_\_\_  
Brent Fox

FINANCE COMMITTEE  
Purchasing Procedural Endorsement

Mary Mawhinney  
Mary Mawhinney, Chair

5-0      1-5-12  
Vote                  Date

12-1A-551

**Awarding a Contract for Installation of Salt Shed Door and Reallocating Funds within the Public Works Department Budget**  
Page 2

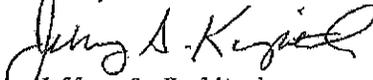
FISCAL NOTE:

With the carryover of the Insurance Proceeds and unencumbered 2011 budget appropriation sufficient funding will be available in Department of Public Works' 2012 budget for this capital purchase.

  
Jerry A. Smith  
Finance Director

LEGAL NOTE:

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

  
Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

  
Randolph D. Terronez  
Acting County Administrator

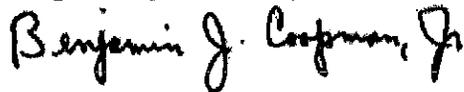
- Executive Summary -

The Department of Public Works was approved by its building insurance carrier for replacing the salt shed door on the Department's new salt shed on Newville Road following a strong windstorm that destroyed the original door in the summer of 2011. An insurance damage claim was filed and a recovery of \$6,800 was received. A different, stronger style of roll-up door is now being proposed.

The Department, in conjunction with the county Purchasing Division, solicited bids to replace the door.

Staff is recommending the award of a contract to Bower City Door of Janesville, WI in the amount of \$14,347 for the door. They were the lowest responsible bidder on the project. It is proposed to reallocate the insurance recovery amount and \$7,547 in net savings on other DPW buildings and grounds projects done in 2011 to fund this project.

Respectfully submitted,



Benjamin J. Coopman, Jr., P.E.  
Public Works Director

ROCK COUNTY, WISCONSIN  
FINANCE DIRECTOR

PURCHASING DIVISION



PROJECT NUMBER 2012-13  
PROJECT NAME OVERHEAD ROLL-UP DOOR FOR SALT SHED  
PROJECT DUE DATE DECEMBER 14, 2011 - 12:00 NOON  
DEPARTMENT PUBLIC WORKS

|                              | BOWER CITY DOOR<br>JANESVILLE WI | CONSOLIDATED DOORS<br>MILWAUKEE WI |
|------------------------------|----------------------------------|------------------------------------|
| BASE BID                     | \$14,025.00                      | \$23,400.00                        |
| OPTIONAL 2HP OPENER<br>MOTOR | \$ 322.00                        |                                    |
| TOTAL COST                   | \$14,347.00                      | \$23,400.00                        |
| START DATE                   | JANUARY 2012                     | 2/13/12                            |
| COMPLETION DATE              | EARLY FEBRUARY 2012              | 2/15/12                            |

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Two additional vendors were solicited that did not respond.

PREPARED BY: JODI L MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Bower City Door \$14,347.00

Benjamin J. Coopman, Jr. 12-28-11  
SIGNATURE DATE

PURCHASING PROCEDURAL ENDORSEMENT:

Ray Anderson 5.0 1-5-12  
CHAIR VOTE DATE

GOVERNING COMMITTEE APPROVAL:

CHAIR VOTE DATE

RESOLUTION NO. 12-1A-553

AGENDA NO. 12.D.2.(1)

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY



Connie Ihrke, Training Manager  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY

December 19, 2011  
DATE DRAFTED

**TITLE**

**TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND  
ROCK COUNTY ATTORNEY'S ASSOCIATION**

- 1 WHEREAS, the County is subject to 111.70 of the Wisconsin Statutes; and
- 2
- 3 WHEREAS, representatives of the Rock County Attorney's Association have met with the Rock
- 4 County Management bargaining team and arrived at a mutual agreement on base wages; and
- 5
- 6 WHEREAS, the proposed base wage settlement represents a base wage increase of 1% effective July 1,
- 7 2012; and,
- 8
- 9 WHEREAS, the Rock County Attorney's Association has ratified the proposed base wage settlement;
- 10 and,
- 11
- 12 WHEREAS, a copy of the proposed contract is attached,
- 13
- 14 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors
- 15 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012 does hereby ratify the terms and conditions
- 16 of the 2012 labor agreement with the Rock County Attorney's Association.
- 17

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Hank Brill

\_\_\_\_\_  
Kurtis L. Yankee

\_\_\_\_\_  
Betty Jo Bussie

12-1A-553

TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN  
 ROCK COUNTY AND THE ROCK COUNTY ATTORNEY'S ASSOCIATION  
 Page 2

**FISCAL NOTE:**

|      | <u>Base<br/>Compensation</u> | <u>Add'l Base<br/>Compensation</u> | <u>Wage<br/>Increase</u> | <u>Overall %<br/>Increase</u> |
|------|------------------------------|------------------------------------|--------------------------|-------------------------------|
| 2012 | \$596,653                    | \$2,703                            | 1% Eff. 7/1/12           | .04530%                       |



Jeffrey A. Smith  
 Finance Director

**LEGAL NOTE:**

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



Jeffrey S. Kuglitsch  
 Corporation Counsel

**ADMINISTRATIVE NOTE:**

Recommended.



Craig Knutson  
 County Administrator

## AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Rock County, Wisconsin hereinafter referred to as Employer, and Rock County Employees, Rock County Attorneys hereinafter referred to as Association.

### ARTICLE I – RECOGNITION

The County recognizes the Association as the exclusive collective bargaining representative for all attorneys who are employed by Rock County as child support attorneys or social services counsel for the purpose of setting base wages, but excluding confidential, supervisory and managerial employees.

### ARTICLE II – BASE WAGES

Effective July 1, 2012 all Employees in this bargaining unit shall have their base wages increased by one percent (1%).

### ARTICLE III - ALTERATION, LIMITATION AND DURATION

- 3.01 This Agreement may be amended anytime during its life upon the mutual consent of the County and the Association. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.
- 3.02 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 should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 3.03 This Agreement shall commence on January 1, 2012, and shall remain in full force and effect through December 31, 2012, unless either party desires to alter, amend, or otherwise change this Agreement upon written notice of the other party to be received no later than September 1, 2012, or the first day of September in any year thereafter, this Agreement shall be automatically renewed from year to year. In the event one of the parties desires 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 to the proposed alterations, amendments, or other changes.

3.04 This Agreement has been executed in quadruple, the original to be filed with the County Clerk's Office, one copy to be filed with the Human Resource Department, and two copies to be filed with the Association.

**ARTICLE IV - SCOPE OF NEGOTIATIONS**

The parties agree that the clauses and provisions set forth in this Agreement constitute the entire Agreement between the parties.

FOR THE ASSOCIATION:

FOR THE COUNTY:

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Lorena R. Stottler  
Rock County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX I**

**ROCK COUNTY ATTORNEYS'  
ASSOCIATION PAY GRID**

|        | 1/1/2012     | 7/1/2012    |
|--------|--------------|-------------|
| Entry  | \$ 47,073.86 | \$47,544.60 |
| Step A | \$ 50,017.78 | \$50,517.96 |
| Step B | \$ 52,909.92 | \$53,439.02 |
| Step C | \$ 59,970.53 | \$60,570.24 |
| Step D | \$ 67,039.57 | \$67,709.97 |
| Step E | \$ 73,039.37 | \$73,769.76 |
| Step F | \$ 78,391.41 | \$79,175.32 |
| Step G | \$ 83,937.30 | \$84,776.67 |
| Step H | \$ 85,616.97 | \$86,473.14 |
| Step I | \$ 87,329.32 | \$88,202.61 |

**The wage scale is printed in the contract for reference purposes only. Wage scales are maintained in the Rock County Policy and Procedures Manual under the Appendices.**

RESOLUTION NO. 12-1A-554

AGENDA NO. 12.D.3.(1)

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY



Connie Ihrke, HR Manager  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY

January 4, 2011  
DATE DRAFTED

**TITLE**

**TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND  
AFSCME LOCAL 1077 (PUBLIC WORKS/GENERAL SERVICES)**

- 1 WHEREAS, the County is subject to 111.70 of the Wisconsin Statutes; and
- 2
- 3 WHEREAS, representatives of AFSCME, Local 1077 labor union have met with the Rock County
- 4 Management bargaining team and arrived at a mutual agreement on base wages; and
- 5
- 6 WHEREAS, the proposed base wage settlement represents a base wage increase of 3/4% effective
- 7 April 1, 2012; and,
- 8
- 9 WHEREAS, a copy of the proposed contract is attached,
- 10
- 11 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors
- 12 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012 does hereby ratify the terms and conditions
- 13 of the 2012 labor agreement with AFSCME, Local 1077 (Public Works/General Services).
- 14

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Hank Brill

\_\_\_\_\_  
Kurtis L. Yankee

\_\_\_\_\_  
Betty Jo Bussie

12-1A-554

TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN  
 ROCK COUNTY AND AFSCME, LOCAL 1077(PUBLIC WORKS/GENERAL SERVICES).  
 Page 2

**FISCAL NOTE:**

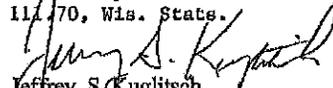
|      | <u>Base<br/>Compensation</u> | <u>Add'l Base<br/>Compensation</u> | <u>Wage<br/>Increase</u> | <u>Overall %<br/>Increase</u> |
|------|------------------------------|------------------------------------|--------------------------|-------------------------------|
| 2012 | \$5,280,971                  | \$23,787                           | ¼% Eff. 4/1/12           | .04504%                       |



Jeffrey A. Smith  
 Finance Director

**LEGAL NOTE:**

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



Jeffrey S. Kuglitsch  
 Corporation Counsel

**ADMINISTRATIVE NOTE:**

Recommended.



Craig Knutson  
 County Administrator

## AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Rock County, Wisconsin, a quasi-municipal corporation, or municipal employer, hereinafter referred to as the "County", or "Employer", and Local Union 1077, American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME) hereinafter referred to as the "Union" for the purpose of ~~maintaining harmonious labor relations improving Employee efficiency and the quality of service rendered to the County and public, maintaining a uniform minimum scale of wages, working conditions and hours among the Employees, members of the Union, and to facilitate a peaceful adjustment of all grievances which may arise between the County and~~ setting base wages for the 2012 calendar year for the Employees represented by the Union.

### ARTICLE I - RECOGNITION AND BARGAINING UNIT

All Employees of the Rock County Department of Public Works and maintenance Employees of the General Services Department, but excluding all Executive, Managerial, Supervisory, Confidential, Clerical and Craft Employees.

### ARTICLE II - BASE WAGES

Effective April 1, 2012 all Employees in this bargaining unit shall have their base wages increased by three-quarters of one percent (3/4%).

### ARTICLE III - ALTERATION, LIMITATIONS, DURATION

- 3.01 This Agreement may be amended anytime during its life upon the mutual consent of the Employer and the Union. Such amendment to be enforceable, must be in writing and attached to all executed copies of this Agreement.
- 3.02 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 should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 3.03 This Agreement shall commence on January 1, 2012 and shall remain in full force and effect through December 31, 2012, unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party to be received no later than July 1, 2012 or the first day of July in any year thereafter, this Agreement shall be automatically renewed from year to year. In the event one of the parties desires 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 to the proposed alterations, amendments, or other changes. It is expressly understood between the parties that time is of the essence in the submission and receipt, if any, of the aforementioned notice.

**ARTICLE IV - SCOPE OF NEGOTIATIONS**

The parties agree that the clauses and provisions set forth in this Agreement constitute the entire Agreement between the parties.

**FOR THE UNION:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |

**FOR THE COUNTY:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |
| _____ | Date: _____ |

## APPENDIX B

## AFSCME LOCAL 1077 PAY GRID

|  | Start    | 6<br>Mos | 5<br>Years | 10<br>Years | 15<br>Years | 20<br>Years |       |
|--|----------|----------|------------|-------------|-------------|-------------|-------|
| Classification I   | 1/1/2012 | 17.95    | 18.88      | 19.16       | 19.42       | 20.21       | 20.42 |
|  | 4/1/2012 | 18.08    | 19.02      | 19.30       | 19.57       | 20.36       | 20.67 |
| Classification II  | 1/1/2012 | 18.39    | 19.35      | 19.64       | 19.90       | 20.73       | 20.96 |
|  | 4/1/2012 | 18.53    | 19.50      | 19.79       | 20.05       | 20.89       | 21.12 |
| Classification III<br>Custodian<br>Stock Clerk   | 1/1/2012 | 18.75    | 19.74      | 20.03       | 20.31       | 21.17       | 21.35 |
|  | 4/1/2012 | 18.89    | 19.89      | 20.18       | 20.46       | 21.33       | 21.51 |
| Classification III(A)  | 1/1/2012 | 18.75    | 19.74      | 20.03       | 20.31       | 21.17       | 21.35 |
|  | 4/1/2012 | 18.89    | 19.89      | 20.18       | 20.46       | 21.33       | 21.51 |
| Classification III(B)<br>PWD Mtnc<br>Worker  | 1/1/2012 | 18.75    | 19.74      | 20.03       | 20.31       | 21.17       | 21.35 |
|  | 4/1/2012 | 18.89    | 19.89      | 20.18       | 20.46       | 21.33       | 21.51 |
| Classification III(C)<br>Heavy Trk Driver  | 1/1/2012 | 18.89    | 19.89      | 20.18       | 20.46       | 21.33       | 21.51 |
|  | 4/1/2012 | 19.03    | 20.04      | 20.33       | 20.61       | 21.49       | 21.67 |
| Classification IV<br>Bridge Crew<br>Crusher Opr<br>Heavy Eq Opr<br>Machnist<br>Mtnc Worker IV<br>Mechanic<br>Shover Operator<br>Welder | 1/1/2012 | 19.31    | 20.31      | 20.61       | 20.94       | 21.78       | 22.01 |
|  | 4/1/2012 | 19.45    | 20.46      | 20.76       | 21.10       | 21.94       | 22.18 |
| Classification IV(A)<br>Airport Mtnc Wkr   | 1/1/2012 | 19.31    | 20.31      | 20.61       | 20.94       | 21.78       | 22.01 |
|  | 4/1/2012 | 19.45    | 20.46      | 20.76       | 21.10       | 21.94       | 22.18 |
| Classification V<br>Crew Leader  | 1/1/2012 | 20.45    | 21.60      | 21.82       | 22.14       | 23.05       | 23.26 |
|  | 4/1/2012 | 20.60    | 21.66      | 21.98       | 22.31       | 23.22       | 23.43 |
| Classification V(A)<br>Airport Crew Ldr  | 1/1/2012 | 21.21    | 22.27      | 22.59       | 22.92       | 23.84       | 24.05 |
|  | 4/1/2012 | 21.37    | 22.44      | 22.76       | 23.09       | 24.02       | 24.23 |

|                    | Start    | 6<br>Mos | 5<br>Years | 10<br>Years | 15<br>Years | 20<br>Years |
|--------------------|----------|----------|------------|-------------|-------------|-------------|
| Seasonal Employees | 1/1/2012 | 12.21    |            |             |             |             |
|                    | 4/1/2012 | 12.30    |            |             |             |             |

**The wage scale is printed in the contract for reference purposes only. Wage scales are maintained in the Rock County Policy and Procedures Manual under the Appendices.**

RESOLUTION NO. 12-1A-555

AGENDA NO. 12.D.4(1)

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY



Lori Pope, Asst HR Director  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY

January 4, 2012  
DATE DRAFTED

**TITLE**

**TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND  
AFSCME, LOCAL 1258 (ROCK HAVEN)**

- 1 WHEREAS, the County is subject to 111.70 of the Wisconsin Statutes; and,
- 2
- 3 WHEREAS, representatives of the AFSCME, Local 1258 (Rock Haven) have met with the Rock
- 4 County Management bargaining team and arrived at a mutual agreement on base wages; and,
- 5
- 6 WHEREAS, the proposed base wage settlement represents a base wage increase of 1% effective July 1,
- 7 2012; and,
- 8
- 9 WHEREAS, a copy of the proposed contract is attached.
- 10
- 11 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors
- 12 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012 does hereby ratify the terms and conditions
- 13 of the 2012 labor agreement with AFSCME, LOCAL 1258 (Rock Haven).
- 14

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Hank Brill

\_\_\_\_\_  
Kurtis L. Yankee

\_\_\_\_\_  
Betty Jo Bussie

12-1A-555

TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN  
ROCK COUNTY AND AFSCME, LOCAL 1258 (ROCK HAVEN)

FISCAL NOTE:

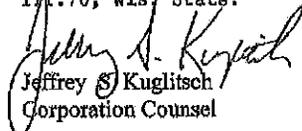
|      | <u>Base<br/>Compensation</u> | <u>Add'l Base<br/>Compensation</u> | <u>Wage<br/>Increase</u> | <u>Overall %<br/>Increase</u> |
|------|------------------------------|------------------------------------|--------------------------|-------------------------------|
| 2012 | \$8,735,653                  | \$33,110                           | 1% eff 7/1/2012          | .03790%                       |



Jeffrey A. Smith  
Finance Director

LEGAL NOTE:

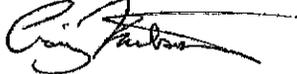
The County Board is authorized to take this action pursuant to secs. 59.01 and 171.70, Wis. State.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Craig Knutson  
County Administrator

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Rock County, Wisconsin, a quasi-municipal corporation, or municipal employer, hereinafter referred to as the "County" or "Employer", and Local Union 1258, American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) hereinafter referred to as the "Union" for the purpose of ~~maintaining harmonious labor relations, improving employee efficiency and the quality of service rendered to the County and public, maintaining a uniform minimum scale of wages, working conditions and hours among the employees, members of the Union, and to facilitate a peaceful adjustment of all grievances which may arise between the County and~~ setting base wages for the 2012 calendar year for the employees represented by the Union.

### ARTICLE I - RECOGNITION AND BARGAINING UNIT

The Employer hereby recognizes the Union, referred to herein as the Local Union affiliated with the Wisconsin Council of County and Municipal Employees AFSCME, AFL-CIO, as the exclusive collective bargaining representatives on matters pertaining to base wages, hours and other conditions of employment for the bargaining unit described below:

#### Local 1258

All regular full-time and regular part-time employees of the Rock Haven Nursing Home, the Developmental Disabilities Board, and the Rock County Health Department, General Services maintenance workers employees at the Health Care Center, Psychiatric Technicians in the Human Services Department, and pool employees of the Rock Haven Nursing Home in the positions of Pool Nursing Assistants, LPN, Activity Therapy Assistant, and Medication Assistant but excluding administrators, supervisory, confidential, craft, professional and temporary employees.

### ARTICLE II - BASE WAGES

Effective July 1, 2012 all Employees in this bargaining unit shall have their base wages increased by one percent (1%).

### ARTICLE III - ALTERATION, LIMITATION, DURATION

3.01 This Agreement may be amended anytime during its life upon mutual consent of the Employer and the Union. Such amendment to be enforceable, must be in writing and attached to all executed copies of this Agreement.

3.02 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 should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

3.03 This Agreement shall be in effect on January 1, 2012 and shall remain in full force and effect through December 31, 2012.

3.04 Unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party to be received no later than July 1, 2012, or the first day of July in any year thereafter, this Agreement shall automatically be renewed from year to year. In the event one of the parties desires 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, this Agreement shall remain in full force and effect until the parties shall agree on the terms and conditions of any proposed alteration, amendment, or other change.

**ARTICLE IV - SCOPE OF NEGOTIATIONS**

The parties agree that the clauses and provisions set forth in this Agreement constitute the entire Agreement between the parties.

**FOR THE UNION:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |

**FOR THE COUNTY:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |
| _____ | Date: _____ |

|                                   |
|-----------------------------------|
| <b>APPENDIX C</b>                 |
| <b>AFSCME LOCAL 1258 PAY GRID</b> |

| RANGE AND JOB CLASSIFICATION   | STEP:    | <table style="width: 100%; text-align: center;"> <tr> <td>6</td><td>18</td><td>30</td><td>60</td><td>120</td><td>180</td><td>240</td> </tr> <tr> <td>mos</td><td>mos</td><td>mos</td><td>mos</td><td>mos</td><td>mos</td><td>mos</td> </tr> <tr> <td>A</td><td>B</td><td>C</td><td>D</td><td>E</td><td>F</td><td>G</td><td>H</td> </tr> </table> |         |         |         |         |         |         |         | 6 | 18 | 30 | 60 | 120 | 180 | 240 | mos | A | B | C | D | E | F | G | H |
|--|----------|--|---------|---------|---------|---------|---------|---------|---------|---|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|---|---|---|---|---|---|---|
|  |          | 6  | 18      | 30      | 60      | 120     | 180     | 240     |         |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| mos  | mos      | mos  | mos     | mos     | mos     | mos     |         |         |         |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| A  | B        | C  | D       | E       | F       | G       | H       |         |         |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 1<br>Mechanical Maintenance Supervisor                                 | 1/1/2012 | \$16.79  | \$17.63 | \$18.51 | \$19.75 | \$20.34 | \$20.94 | \$21.78 | \$22.22 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$16.96  | \$17.80 | \$18.70 | \$19.95 | \$20.54 | \$21.15 | \$22.00 | \$22.45 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 2<br>Mech. Mtnc Worker III   | 1/1/2012 | \$16.65  | \$17.47 | \$18.36 | \$19.53 | \$20.11 | \$20.72 | \$21.52 | \$22.00 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$16.81  | \$17.65 | \$18.55 | \$19.73 | \$20.31 | \$20.93 | \$21.74 | \$22.22 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 2A<br>LPN  | 1/1/2012 | \$19.22  | \$19.61 | \$19.98 | \$20.39 | \$20.80 | \$21.22 | \$21.85 | \$22.29 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$19.41  | \$19.80 | \$20.18 | \$20.60 | \$21.01 | \$21.43 | \$22.07 | \$22.51 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 3<br>Alcohol & Abuse Couns.  | 1/1/2012 | \$16.54  | \$17.61 | \$18.31 | \$18.91 | \$19.61 | \$20.19 | \$21.00 | \$21.42 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$16.70  | \$17.78 | \$18.49 | \$19.10 | \$19.80 | \$20.39 | \$21.21 | \$21.63 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 3A<br>Accountant   | 1/1/2012 | \$15.63  | \$16.12 | \$17.25 | \$18.64 | \$19.19 | \$19.76 | \$20.54 | \$20.96 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$15.78  | \$16.28 | \$17.42 | \$18.82 | \$19.38 | \$19.96 | \$20.75 | \$21.17 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 4<br>Disabilities Director<br>Staff Ass't to Dev.                      | 1/1/2012 | \$15.63  | \$16.54 | \$17.61 | \$18.31 | \$18.91 | \$19.46 | \$20.26 | \$20.66 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$15.78  | \$16.70 | \$17.78 | \$18.49 | \$19.10 | \$19.66 | \$20.46 | \$20.86 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 5<br>COTA<br>Environmental Services<br>Supervisor<br>DD Finance Worker | 1/1/2012 | \$15.75  | \$16.67 | \$17.32 | \$17.97 | \$18.56 | \$19.12 | \$19.90 | \$20.29 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$15.91  | \$16.84 | \$17.49 | \$18.15 | \$18.74 | \$19.31 | \$20.09 | \$20.49 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 6<br>Medical Records Tech.   | 1/1/2012 | \$15.71  | \$16.62 | \$17.26 | \$17.91 | \$18.48 | \$19.08 | \$19.87 | \$20.27 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$15.87  | \$16.78 | \$17.43 | \$18.09 | \$18.67 | \$19.27 | \$20.07 | \$20.47 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 7<br>Mtnc Wkr II   | 1/1/2012 | \$14.45  | \$15.28 | \$16.16 | \$17.30 | \$17.85 | \$18.37 | \$19.12 | \$19.49 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$14.60  | \$15.43 | \$16.32 | \$17.47 | \$18.03 | \$18.56 | \$19.31 | \$19.69 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 8  | 1/1/2012 | \$14.77  | \$15.62 | \$16.20 | \$16.79 | \$17.34 | \$17.87 | \$18.59 | \$18.96 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$14.92  | \$15.77 | \$16.36 | \$16.96 | \$17.52 | \$18.05 | \$18.77 | \$19.15 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 8A<br>Account Clerk III  | 1/1/2012 | \$15.03  | \$15.49 | \$15.91 | \$16.28 | \$16.71 | \$17.23 | \$17.92 | \$18.27 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$15.18  | \$15.64 | \$16.07 | \$16.44 | \$16.88 | \$17.40 | \$18.10 | \$18.45 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
| Range 9  | 1/1/2012 | \$14.32  | \$15.21 | \$15.88 | \$16.56 | \$17.10 | \$17.60 | \$18.30 | \$18.66 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |
|  | 7/1/2012 | \$14.47  | \$15.36 | \$16.04 | \$16.72 | \$17.27 | \$17.77 | \$18.48 | \$18.85 |   |    |    |    |     |     |     |     |     |     |     |     |     |     |   |   |   |   |   |   |   |   |

**RANGE AND JOB  
CLASSIFICATION**

|  | STEP:    | A       | mos<br>B | mos<br>C | mos<br>D | mos<br>E | mos<br>F | mos<br>G | mos<br>H |
|--|----------|---------|----------|----------|----------|----------|----------|----------|----------|
| <b>Range 10</b><br>Unit Clerk Coordinator  | 1/1/2012 | \$13.50 | \$14.37  | \$15.34  | \$16.46  | \$17.02  | \$17.50  | \$18.18  | \$18.47  |
|  | 7/1/2012 | \$13.63 | \$14.52  | \$15.50  | \$16.63  | \$17.19  | \$17.68  | \$18.37  | \$18.66  |
| <b>Range 11</b><br>Psychiatric Technician  | 1/1/2012 | \$14.29 | \$15.18  | \$15.81  | \$16.45  | \$17.01  | \$17.50  | \$18.16  | \$18.56  |
|  | 7/1/2012 | \$14.43 | \$15.33  | \$15.97  | \$16.62  | \$17.18  | \$17.68  | \$18.35  | \$18.74  |
| <b>Range 12</b>  | 1/1/2012 | \$14.01 | \$14.90  | \$15.44  | \$16.06  | \$16.55  | \$17.04  | \$17.71  | \$18.06  |
|  | 7/1/2012 | \$14.15 | \$15.05  | \$15.60  | \$16.22  | \$16.71  | \$17.21  | \$17.89  | \$18.24  |
| <b>Range 12A</b><br>Account Clerk II<br>Administrative Assistant<br>Public Health Support Specialist | 1/1/2012 | \$14.62 | \$15.07  | \$15.54  | \$16.00  | \$16.46  | \$16.90  | \$17.61  | \$17.96  |
|  | 7/1/2012 | \$14.76 | \$15.22  | \$15.69  | \$16.16  | \$16.63  | \$17.07  | \$17.78  | \$18.14  |
| <b>Range 13</b><br>Release of Information<br>Coordinator   | 1/1/2012 | \$14.30 | \$15.16  | \$15.43  | \$15.84  | \$16.28  | \$16.75  | \$17.42  | \$17.78  |
|  | 7/1/2012 | \$14.44 | \$15.31  | \$15.59  | \$16.00  | \$16.44  | \$16.92  | \$17.60  | \$17.96  |
| <b>Range 14</b><br>Nursing Staff Scheduler<br>Health Aide  | 1/1/2012 | \$13.99 | \$14.84  | \$15.24  | \$15.70  | \$16.16  | \$16.63  | \$17.31  | \$17.64  |
|  | 7/1/2012 | \$14.13 | \$14.99  | \$15.39  | \$15.86  | \$16.32  | \$16.79  | \$17.48  | \$17.82  |
| <b>Range 15</b><br>Medical Transcriber   | 1/1/2012 | \$13.46 | \$14.33  | \$14.91  | \$15.49  | \$15.98  | \$16.46  | \$17.16  | \$17.46  |
|  | 7/1/2012 | \$13.59 | \$14.48  | \$15.06  | \$15.64  | \$16.14  | \$16.63  | \$17.34  | \$17.64  |
| <b>Range 16</b>  | 1/1/2012 | \$13.76 | \$14.56  | \$15.05  | \$15.46  | \$15.92  | \$16.33  | \$17.00  | \$17.37  |
|  | 7/1/2012 | \$13.90 | \$14.70  | \$15.20  | \$15.62  | \$16.08  | \$16.50  | \$17.17  | \$17.54  |
| <b>Range 17</b><br>Clerk-Steno III   | 1/1/2012 | \$13.48 | \$14.47  | \$14.98  | \$15.43  | \$15.84  | \$16.29  | \$16.95  | \$17.31  |
|  | 7/1/2012 | \$13.61 | \$14.61  | \$15.12  | \$15.59  | \$16.00  | \$16.45  | \$17.12  | \$17.48  |
| <b>Range 18</b><br>Clerk-Receptionist  | 1/1/2012 | \$13.68 | \$14.50  | \$14.86  | \$15.20  | \$15.60  | \$16.09  | \$16.72  | \$17.02  |
|  | 7/1/2012 | \$13.82 | \$14.64  | \$15.01  | \$15.35  | \$15.75  | \$16.25  | \$16.89  | \$17.19  |
| <b>Range 19</b><br>Clerk-Typist II<br>Transportation Clerk   | 1/1/2012 | \$12.84 | \$13.71  | \$14.01  | \$14.32  | \$14.67  | \$15.09  | \$15.70  | \$16.04  |
|  | 7/1/2012 | \$12.97 | \$13.85  | \$14.15  | \$14.47  | \$14.82  | \$15.24  | \$15.86  | \$16.20  |
| <b>Range 20</b>  | 1/1/2012 | \$13.12 | \$14.01  | \$14.54  | \$15.20  | \$15.63  | \$16.11  | \$16.75  | \$17.06  |
|  | 7/1/2012 | \$13.25 | \$14.15  | \$14.68  | \$15.35  | \$15.78  | \$16.27  | \$16.92  | \$17.23  |
| <b>Range 21</b><br>Medication Assistant  | 1/1/2012 | \$12.95 | \$13.84  | \$14.20  | \$14.52  | \$15.00  | \$15.43  | \$16.08  | \$16.38  |
|  | 7/1/2012 | \$13.07 | \$13.98  | \$14.34  | \$14.66  | \$15.15  | \$15.59  | \$16.24  | \$16.55  |
| <b>Range 22</b><br>Central Supply<br>Food Service Supervisor   | 1/1/2012 | \$12.56 | \$13.46  | \$13.87  | \$14.31  | \$14.78  | \$15.20  | \$15.79  | \$16.13  |
|  | 7/1/2012 | \$12.68 | \$13.59  | \$14.01  | \$14.46  | \$14.93  | \$15.35  | \$15.95  | \$16.30  |

| RANGE AND JOB<br>CLASSIFICATION   | STEP:    | mos     |         | mos     |         | mos     |         | mos     |         |
|---|----------|---------|---------|---------|---------|---------|---------|---------|---------|
|   |          | A       | B       | C       | D       | E       | F       | G       | H       |
| Range 23  | 1/1/2012 | \$12.64 | \$13.51 | \$13.76 | \$14.13 | \$14.58 | \$15.03 | \$15.64 | \$15.96 |
|   | 7/1/2012 | \$12.77 | \$13.64 | \$13.90 | \$14.27 | \$14.72 | \$15.18 | \$15.80 | \$16.12 |
| Range 24  | 1/1/2012 | \$12.28 | \$13.16 | \$13.60 | \$14.03 | \$14.47 | \$14.90 | \$15.52 | \$15.79 |
|   | 7/1/2012 | \$12.40 | \$13.29 | \$13.73 | \$14.17 | \$14.61 | \$15.05 | \$15.67 | \$15.95 |
| Range 25<br>Act. Therapy Ass't<br>Beautician<br>Medical Record Clerk<br>Certified Nursing Assistant<br>Transportation Clerk | 1/1/2012 | \$12.02 | \$12.88 | \$13.29 | \$13.76 | \$14.20 | \$14.61 | \$15.20 | \$15.54 |
|   | 7/1/2012 | \$12.14 | \$13.01 | \$13.42 | \$13.90 | \$14.34 | \$14.73 | \$15.35 | \$15.69 |
| Range 26<br>Cook  | 1/1/2012 | \$12.00 | \$12.87 | \$13.28 | \$13.75 | \$14.19 | \$14.58 | \$15.19 | \$15.53 |
|   | 7/1/2012 | \$12.12 | \$13.00 | \$13.41 | \$13.89 | \$14.33 | \$14.72 | \$15.34 | \$15.68 |
| Range 27  | 1/1/2012 | \$11.69 | \$12.61 | \$13.05 | \$13.51 | \$13.92 | \$14.35 | \$14.95 | \$15.20 |
|   | 7/1/2012 | \$11.81 | \$12.73 | \$13.18 | \$13.64 | \$14.06 | \$14.50 | \$15.10 | \$15.35 |
| Range 28<br>Environmental Svc. Wkr<br>Food Service Worker   | 1/1/2012 | \$11.88 | \$12.76 | \$13.18 | \$13.65 | \$14.07 | \$14.48 | \$15.05 | \$15.36 |
|   | 7/1/2012 | \$12.00 | \$12.89 | \$13.31 | \$13.79 | \$14.21 | \$14.62 | \$15.20 | \$15.52 |
| Range 29  | 1/1/2012 | \$11.77 | \$12.69 | \$13.10 | \$13.53 | \$13.97 | \$14.38 | \$14.98 | \$15.24 |
|   | 7/1/2012 | \$11.89 | \$12.82 | \$13.23 | \$13.66 | \$14.10 | \$14.53 | \$15.13 | \$15.39 |
| Range 30<br>Clerk-Steno II  | 1/1/2012 | \$11.54 | \$12.42 | \$12.74 | \$13.09 | \$13.49 | \$13.88 | \$14.46 | \$14.71 |
|   | 7/1/2012 | \$11.65 | \$12.55 | \$12.87 | \$13.22 | \$13.62 | \$14.02 | \$14.60 | \$14.86 |
| Range 31  | 1/1/2012 | \$11.50 | \$12.37 | \$12.70 | \$13.05 | \$13.46 | \$13.85 | \$14.41 | \$14.67 |
|   | 7/1/2012 | \$11.61 | \$12.50 | \$12.83 | \$13.18 | \$13.59 | \$13.99 | \$14.56 | \$14.82 |
| Range 32  | 1/1/2012 | \$11.39 | \$12.29 | \$12.64 | \$12.95 | \$13.35 | \$13.75 | \$14.30 | \$14.58 |
|   | 7/1/2012 | \$11.51 | \$12.42 | \$12.77 | \$13.07 | \$13.49 | \$13.89 | \$14.44 | \$14.72 |
| Range 33  | 1/1/2012 | \$11.06 | \$11.96 | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
|   | 7/1/2012 | \$11.17 | \$12.08 | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |

The wage scale is printed in the contract for reference purposes only.  
Wage scales are maintained in the Rock County Policy and Procedures  
Manual under the Appendices.

|   |
|---|
| <b>APPENDIX C</b><br><b>AFSCME LOCAL 1258</b><br><b>POOL PAY GRID</b> |
|---|

|                   | Start<br>A | 1,000 hours<br>worked<br>B | 5,200 hours<br>worked<br>C |
|-------------------|------------|----------------------------|----------------------------|
| <b>Pool C.N.A</b> |            |                            |                            |
| 1/1/2012          | \$16.25    | \$16.73                    | \$17.25                    |
| 7/1/2012          | \$16.41    | \$16.90                    | \$17.42                    |
| <b>Pool ATA</b>   |            |                            |                            |
| 1/1/2012          | \$16.25    | \$16.73                    | \$17.25                    |
| 7/1/2012          | \$16.41    | \$16.90                    | \$17.42                    |
| <b>Pool MA</b>    |            |                            |                            |
| 1/1/2012          | \$16.90    | \$17.42                    | \$17.92                    |
| 7/1/2012          | \$17.07    | \$17.60                    | \$18.10                    |
| <b>Pool LPN</b>   |            |                            |                            |
| 1/1/2012          | \$22.86    | \$23.54                    | \$24.26                    |
| 7/1/2012          | \$23.09    | \$23.78                    | \$24.50                    |

|  |
|--|
| <p>The wage scale is printed in the contract for reference purposes only. Wage scales are maintained in the Rock County Policy and Procedures Manual under the Appendices.</p> |
|--|

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY



Connie Ihrke, Human Resources Mgr.  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY

January 9, 2012  
DATE DRAFTED

TITLE

TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND  
ROCK COUNTY WPPA – WISCONSIN PROFESSIONAL POLICE ASSOCIATION (YSC)

1 WHEREAS, the County is subject to 111.70 of the Wisconsin Statutes; and  
 2  
 3 WHEREAS, representatives of the Wisconsin Professional Police Association/LEER have met with the  
 4 Rock County Management bargaining team and arrived at a mutual agreement on base wages; and  
 5  
 6 WHEREAS, the proposed base wage settlement represents a base wage increase of 1% effective July 1,  
 7 2012; and,  
 8  
 9 WHEREAS, a copy of the proposed contract is attached,  
 10  
 11 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors  
 12 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012 does hereby ratify the terms and conditions  
 13 of the 2012 labor agreement with Wisconsin Professional Police Association/LEER (Rock County  
 14 Youth Services Center).  
 15  
 16

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni  
J. Russell Podzilni, Chair

Sandra Kraft  
Sandra Kraft, Vice Chair

Absent  
Eva Arnold

Hank Brill  
Hank Brill

Betty Jo Bussie  
Betty Jo Bussie

Ivan Collins  
Ivan Collins

Marilyn Jensen  
Marilyn Jensen

Louis Peer  
Louis Peer

Kurtis L. Yankee  
Kurtis L. Yankee

12-1A-565

TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN  
 ROCK COUNTY YOUTH SERVICES CENTER AND WISCONSIN PROFESSIONAL POLICE  
 ASSOCIATION/LEER

Page 2

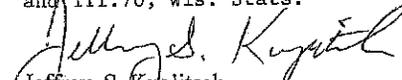
**FISCAL NOTE:**

|      | <u>Base<br/>Compensation</u> | <u>Add'l Base<br/>Compensation</u> | <u>Wage<br/>Increase</u> | <u>Overall %<br/>Increase</u> |
|------|------------------------------|------------------------------------|--------------------------|-------------------------------|
| 2012 | 1,730,107                    | \$6,759                            | 1% eff 7/1/2012          | 0.03907%                      |

  
 Sherry L. Oja  
 Finance Director

**LEGAL NOTE:**

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

  
 Jeffrey S. Kuglitsch  
 Corporation Counsel

**ADMINISTRATIVE NOTE:**

Recommended.

  
 Craig Knutson  
 County Administrator

## AGREEMENT

Articles of Agreement between Rock County and/or its successor, party of the first part, hereinafter called the Employer and The Wisconsin Professional Police Association/Civil Employee Relations Division party of the second part, herein after called the Union.

### ARTICLE I - RECOGNITION

The Employer recognizes the Wisconsin Professional Police Association/Civil Employee Relations Division as the sole and exclusive bargaining agent for all regular full-time, and regular part-time and relief employees of the Employer employed by the Rock County Juvenile Detention Youth Services Center and the Community Youth Specialists employed by the HSD Youth Development and Diversion Program excluding office clerical employees, guards, professional employees and supervisory employees, as defined in the Labor Management Act of 1947 as amended, on base wages matters pertaining to wages, hours and other conditions of employment for the bargaining unit described above.

### ARTICLE II - BASE WAGES

Effective July 1, 2012 all Employees in this bargaining unit shall have their base wages increased by one percent (1%).

### ARTICLE III - ALTERATION, LIMITATIONS, DURATION

- 3.01 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.
- 3.02 This Agreement shall supersede all ordinances or resolutions, which are in, conflict herewith.
- 3.03 This Agreement shall commence on January 1, 2012 and shall remain in full force and effect through December 31, 2011 unless either party serves notice to terminate and renegotiate the Agreement upon written December notice to the other party to be received no later than September 1, 2012 or September 1st in any year thereafter, this Agreement shall be automatically renewed from year to year.

### ARTICLE IV - SCOPE OF NEGOTIATIONS

The parties agree that the clauses and provisions set forth in this Agreement constitute the entire agreement between the parties.

### ARTICLE V - EXECUTION OF THE AGREEMENT

This Agreement has been executed in quadruple, a copy to be filed with the Rock County Administrator, one copy to be filed with the Rock County, and the Human Resource Director remaining two copies to be filed with The Wisconsin Professional Police Association/Civilian Employee Relations Division.

**FOR THE COUNTY:**

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
Date

**FOR THE UNION:**

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOR THE UNION -- WPPA/CERD REP

\_\_\_\_\_  
Date

## APPENDIX G

## YOUTH SERVICES CENTER PAY GRID - WPPA

| <b>Classifications: Youth Specialists and<br/>Community Youth Specialists</b> | <b>STEP</b> | <b>1/1/2012</b> | <b>7/1/2012</b> |
|---|-------------|-----------------|-----------------|
| <b>Start</b>  | <b>A</b>    | \$14.47         | \$14.61         |
| <b>After 12 months</b>  | <b>B</b>    | \$15.27         | \$15.42         |
| <b>After 24 months</b>  | <b>C</b>    | \$16.90         | \$17.07         |
| <b>After 36 months</b>  | <b>D</b>    | \$17.53         | \$17.71         |
| <b>After 48 months</b>  | <b>E</b>    | \$17.81         | \$17.99         |
| <b>After 60 months</b>  | <b>F</b>    | \$18.36         | \$18.54         |
| <b>After 120 months</b>   | <b>G</b>    | \$18.66         | \$18.85         |
| <b>After 180 months</b>   | <b>H</b>    | \$18.89         | \$19.08         |
| <b>After 240 months</b>   | <b>I</b>    | \$19.26         | \$19.45         |

The wage scale is printed in the contract for reference purposes only. Wage scales are maintained in the Rock County Policy and Procedures Manual under the Appendices.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY



Lori Pope, Asst HR Director  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY

January 4, 2012  
DATE DRAFTED

**TITLE**

**TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND  
AFSCME, LOCAL 2489 (COURTHOUSE)**

- 1 WHEREAS, the County is subject to 111.70 of the Wisconsin Statutes; and,
- 2
- 3 WHEREAS, representatives of AFSCME, Local 2489 (Courthouse) have met with the Rock County
- 4 Management bargaining team and arrived at a mutual agreement on base wages; and,
- 5
- 6 WHEREAS, the proposed wage settlement represents a base wage increase of 1% effective July 1,
- 7 2012; and,
- 8
- 9 WHEREAS, a copy of the proposed contract is attached.
- 10
- 11 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors
- 12 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012 does hereby ratify the terms and conditions
- 13 of the 2012 labor agreement with AFSCME, LOCAL 2489 (Courthouse).
- 14

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Hank Brill

\_\_\_\_\_  
Kurtis L. Yankee

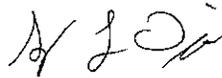
\_\_\_\_\_  
Betty Jo Bussie

12-1A-566

TO RATIFY THE 2012 LABOR AGREEMENT BETWEEN  
ROCK COUNTY AND AFSCME, LOCAL 2489 (Courthouse)

**FISCAL NOTE:**

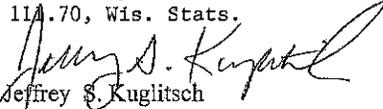
|      | <u>Base<br/>Compensation</u> | <u>Add'l Base<br/>Compensation</u> | <u>Wage<br/>Increase</u> | <u>Overall %<br/>Increase</u> |
|------|------------------------------|------------------------------------|--------------------------|-------------------------------|
| 2012 | \$21,155,517                 | \$79,838                           | 1 % eff 7/1/2012         | .03774%                       |



Sherry L. Oja  
Finance Director

**LEGAL NOTE:**

The County Board is authorized to take this action pursuant to secs. 59.01 and 114.70, Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

**ADMINISTRATIVE NOTE:**

Recommended.



Craig Knutson  
County Administrator

## AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Rock County, Wisconsin a quasi-municipal corporation, or municipal Employer, hereinafter referred to as the "County" or "Employer" and Local Union 2489, American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME) hereinafter referred to as the "Union" for the purpose of ~~maintaining harmonious labor relations, improving employee efficiency and the quality of service rendered to the County and public, maintaining a uniform minimum scale of wages, working conditions and hours among the employees, members of the Union and to facilitate a peaceful adjustment of all grievances which may arise between the County and~~ setting base wages for the 2012 calendar years for the employees represented by the Union.

### ARTICLE I - RECOGNITION AND BARGAINING UNIT

The Employer hereby recognizes the Union, referred to herein as the Local Union affiliated with the Wisconsin Council of County and Municipal Employees, AFSCME AFL-CIO, as the exclusive collective bargaining representative on matters pertaining to wages, hours and other conditions of employment for the bargaining units, described below:

Local 2489: All regular full-time and regular part-time clerical employees in the Rock County Courthouse (Janesville), the Rock County Department of Human Services, the Rock County Public Works Department, non-deputized employees of the Rock County Sheriff's Department, the Rock County Communications Center, but excluding all confidential, supervisory, craft, professional and all other employees of Rock County certified by the Wisconsin Employment Relations Commission March 9, 1981, Case CXXVI No. 27374-ME-1960, Decision No. 18446.

### ARTICLE II - BASE WAGES

Effective July 1, 2012 all Employees in this bargaining unit shall have their base wages increased by one percent (1%).

### ARTICLE III - ALTERATION, LIMITATIONS, DURATION

- 3.01 This Agreement may be amended anytime during its life upon the mutual consent of the Employer and the Union. Such amendment to be enforceable, must be in writing and attached to all executed copies of this Agreement.
- 3.02 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 should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

3.03 This Agreement shall commence on January 1, 2012 and shall remain in full force and effect through December 31, 2012, unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party to be received no later than July 1, 2012, or the first day of July in any year thereafter, this Agreement shall be automatically renewed from year to year. In the event one of the parties desires to alter, amend, or other wise 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 to the proposed alterations, amendments, or other changes. It is expressly understood between the parties that time is of the essence in the submission and receipt, if any, of the aforementioned notice.

**ARTICLE IV - SCOPE OF NEGOTIATIONS**

The parties agree that the clauses and provisions set forth in this Agreement constitute the entire Agreement between the parties.

**FOR THE UNION:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |

**FOR THE COUNTY:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |
| _____ | Date: _____ |

**APPENDIX D**  
**AFSCME LOCAL 2489 PAY GRID**

| RANGE AND JOB<br>CLASSIFICATION | STEP: | Start | 6   | 18  | 60  | 120 | 180 | 240 |
|---------------------------------|-------|-------|-----|-----|-----|-----|-----|-----|
|                                 |       |       | mos | mos | mos | mos | mos | mos |

|                     |          |       |  |  |  |  |  |  |
|---------------------|----------|-------|--|--|--|--|--|--|
| <b>Range 0</b>      | 1/1/2012 | 21.01 |  |  |  |  |  |  |
| Ld Telecommunicator | 7/1/2012 | 21.22 |  |  |  |  |  |  |

|                  |          |       |       |       |       |       |       |       |
|------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| <b>Range 0.5</b> | 1/1/2012 | 16.80 | 17.76 | 18.62 | 19.51 | 19.61 | 20.42 | 20.62 |
|                  | 7/1/2012 | 16.97 | 17.94 | 18.81 | 19.71 | 19.81 | 20.62 | 20.83 |

|  |          |       |       |       |       |       |       |       |
|--|----------|-------|-------|-------|-------|-------|-------|-------|
| <b>Range 1</b>                                       | 1/1/2012 | 15.85 | 16.94 | 18.33 | 19.22 | 19.41 | 20.19 | 20.36 |
| Accountant   | 7/1/2012 | 16.01 | 17.11 | 18.51 | 19.41 | 19.60 | 20.39 | 20.56 |
| Ch. Deputy Clerk of Court                            |          |       |       |       |       |       |       |       |
| Collections/Accts Manager                            |          |       |       |       |       |       |       |       |
| Information Technology<br>Support Specialist         |          |       |       |       |       |       |       |       |
| Deputy County Clerk                                  |          |       |       |       |       |       |       |       |
| Deputy County Treasurer                              |          |       |       |       |       |       |       |       |
| Deputy Register of Deeds                             |          |       |       |       |       |       |       |       |
| Communication Center<br>Support Specialist           |          |       |       |       |       |       |       |       |
| Printing Services Coord                              |          |       |       |       |       |       |       |       |
| Secretary to Circuit Court<br>Judge & Calendar Clerk |          |       |       |       |       |       |       |       |

|                       |          |       |       |       |       |       |       |       |
|-----------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| <b>Range 1a</b>       | 1/1/2012 | 16.39 | 17.29 | 18.15 | 19.05 | 19.23 | 20.01 | 20.22 |
| Data Base Coordinator | 7/1/2012 | 16.55 | 17.46 | 18.33 | 19.24 | 19.42 | 20.21 | 20.42 |

|                        |          |       |       |       |       |       |       |       |
|------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| <b>Range 1b</b>        | 1/1/2012 | 16.72 | 17.07 | 17.50 | 18.36 | 18.46 | 19.21 | 19.41 |
| Lead Child Support Wkr | 7/1/2012 | 16.89 | 17.24 | 17.68 | 18.54 | 18.64 | 19.40 | 19.6  |
| Lead ES Worker         |          |       |       |       |       |       |       |       |

|                |          |       |       |       |       |       |       |       |
|----------------|----------|-------|-------|-------|-------|-------|-------|-------|
| <b>Range 2</b> | 1/1/2012 | 15.52 | 16.44 | 17.35 | 18.23 | 18.39 | 19.12 | 19.31 |
|                | 7/1/2012 | 15.68 | 16.6  | 17.52 | 18.41 | 18.57 | 19.31 | 19.5  |

|                                       |          |       |       |       |       |       |       |       |
|---------------------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| <b>Range 3</b>                        | 1/1/2012 | 16.09 | 16.55 | 17.10 | 17.88 | 18.04 | 18.78 | 18.96 |
| Lead Payroll Clerk                    | 7/1/2012 | 16.25 | 16.72 | 17.27 | 18.06 | 18.22 | 18.97 | 19.15 |
| Deputy Veterans Service<br>Officer II |          |       |       |       |       |       |       |       |



| RANGE AND JOB CLASSIFICATION | STEP: | Start | 6   | 18  | 60  | 120 | 180 | 240 |
|------------------------------|-------|-------|-----|-----|-----|-----|-----|-----|
|                              |       |       | mos | mos | mos | mos | mos | mos |

| Range 8                  | 1/1/2012 | 14.90 | 15.14 | 15.55 | 16.32 | 16.46 | 17.11 | 17.28 |
|--------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| Administrative Assistant | 7/1/2011 | 15.05 | 15.29 | 15.71 | 16.48 | 16.62 | 17.28 | 17.45 |

| Range 9                       | 1/1/2012 | 14.23 | 14.72 | 15.14 | 15.87 | 16.02 | 16.65 | 16.81 |
|-------------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| Clerk-Steno III               | 7/1/2012 | 14.37 | 14.87 | 15.29 | 16.03 | 16.18 | 16.82 | 16.98 |
| Communication Clerk           |          |       |       |       |       |       |       |       |
| Job Center Support Specialist |          |       |       |       |       |       |       |       |

| Range 10                 | 1/1/2012 | 14.27 | 14.54 | 14.92 | 15.61 | 15.78 | 16.41 | 16.60 |
|--------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| Account Clerk I          | 7/1/2012 | 14.41 | 14.69 | 15.07 | 15.77 | 15.94 | 16.57 | 16.77 |
| Clerk III                |          |       |       |       |       |       |       |       |
| Data Processing Operator |          |       |       |       |       |       |       |       |
| Word Processing Operator |          |       |       |       |       |       |       |       |
| Typist III               |          |       |       |       |       |       |       |       |

| Range 11                       | 1/1/2012 | 13.85 | 14.08 | 14.43 | 15.16 | 15.29 | 15.90 | 16.09 |
|--------------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| Clerk-Steno II                 | 7/1/2012 | 13.99 | 14.22 | 14.57 | 15.31 | 15.44 | 16.06 | 16.25 |
| Clerk-Typist III               |          |       |       |       |       |       |       |       |
| Duplicating Equipment Operator |          |       |       |       |       |       |       |       |

| Range 12                            | 1/1/2012 | 13.62 | 13.93 | 14.30 | 15.00 | 15.12 | 15.72 | 15.89 |
|-------------------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| Specialized Transit Scheduler/Clerk | 7/1/2012 | 13.76 | 14.07 | 14.44 | 15.15 | 15.27 | 15.88 | 16.05 |

| Range 13                    | 1/1/2012 | 13.45 | 13.80 | 14.06 | 14.71 | 14.86 | 15.44 | 15.58 |
|-----------------------------|----------|-------|-------|-------|-------|-------|-------|-------|
| Clerk II                    | 7/1/2012 | 13.58 | 13.94 | 14.2  | 14.86 | 15.01 | 15.59 | 15.74 |
| Clerk-Typist II             |          |       |       |       |       |       |       |       |
| Public Safety Utility Clerk |          |       |       |       |       |       |       |       |

The wage scale is printed in the contract for reference purposes only. Wage scales are maintained in the Rock County Policy and Procedures Manual under the Appendices.

**ORDINANCE  
ROCK COUNTY BOARD OF SUPERVISORS**

JEFFREY S. KUGLITSCH  
INITIATED BY



JEFFREY S. KUGLITSCH  
DRAFTED BY

PUBLIC SAFETY & JUSTICE  
COMMITTEE  
SUBMITTED BY

JULY 5, 2011  
DATE DRAFTED

**REPEAL AND RECREATE CHAPTER 25, ROCK COUNTY ORDINANCES, REGARDING SLOW-  
NO-WAKE RESTRICTIONS ON RIVERS AND STREAMS IN ROCK COUNTY**

1 WHEREAS, the Rock River and the other rivers and streams in Rock County provide important  
2 recreational opportunities for residents; and  
3

4 WHEREAS, pursuant to Section 30.77 of the Wisconsin Statutes, the County is authorized to  
5 enact and enforce ordinances regulating the use, equipment and operation of boats on rivers and streams  
6 within the County in the interest of public health, safety and welfare; and  
7

8 WHEREAS, the Board of Supervisors finds that restrictions on the speed of watercraft on the  
9 Rock River and other rivers and streams in the County, is necessary in the interest of public health, safety  
10 and welfare, including the public's interest in preserving the state's natural resources; and  
11

12 WHEREAS, in enacting this Ordinance, the Board has considered the type, size, shape, depth and  
13 any features of special environmental significance of the Rock River, the other rivers and streams in the  
14 County; the amount, type and speed of boating traffic on these water bodies, boating congestion and  
15 safety; the degree to which the boating traffic on these water bodies affects other recreational uses and the  
16 public's health, safety and welfare, including the public's interest in preserving the state's natural  
17 resources; and  
18

19 WHEREAS, the County previously adopted Chapter 25, Boating and Safety Laws and Slow-No-  
20 Wake Restrictions on April 14, 1994.  
21

22 NOW, THEREFORE, be it ordained by the Rock County Board of Supervisors in session this  
23 \_\_\_\_\_ day of \_\_\_\_\_, 2011 that they repeal Chapter 25 of the Rock County Ordinances and recreate  
24 an ordinance to regulate the speed of watercraft operating on the Rock River and other rivers and streams  
25 in Rock County as follows:  
26

**SLOW NO WAKE ON RIVERS AND STREAMS IN ROCK COUNTY**

- 29 Section 1 Applicability
- 30 Section 2 Purpose
- 31 Section 3 Authority
- 32 Section 4 Definitions
- 33 Section 5 Speed Restrictions
- 34 Section 6 Duties and Powers of the Rock County Sheriff
- 35 Section 7 Notice and Posting
- 36 Section 8 Enforcement and Penalties
- 37 Section 9 Severability

38  
39 Section 1. **APPLICABILITY.** The provisions of this Ordinance shall apply to the reaches of the  
40 Rock River and each named and unnamed river and stream located within Rock County, Wisconsin.  
41

42 Section 2. **PURPOSE.** The purpose of this Ordinance is to promote safe boating conditions and  
43 to prevent damage to aquatic ecosystems by: (A) limiting boats on the Rock County rivers and streams to  
44 slow-no-wake speed when the water level of the river exceeds the recommended levels, (B) establishing  
45 slow-no-wake areas in certain locations where that is warranted by boating congestion, (C) authorizing

11-12A-528

REPEAL AND RECREATE CHAPTER 25, ROCK COUNTY ORDINANCES,  
REGARDING SLOW-NO-WAKE RESTRICTIONS ON RIVERS AND STREAMS  
IN ROCK COUNTY

12.E.(2)

Page 2

46 the Rock County Sheriff to impose slow-no-wake speed limits on other rivers and streams in the county  
47 during permitted special events or when that is warranted by exceptional circumstances.

48

49 Section 3. AUTHORITY. This Ordinance is adopted by the Rock County Board of Supervisors  
50 pursuant to the powers granted by Section 30.77 of the Wisconsin Statutes.

51

52 Section 4. DEFINITIONS. The definitions as set forth in Section 30.01 of the Wisconsin Statutes  
53 are incorporated herein by reference as though fully set forth herein, except as follows:

54

55 (A) BOAT, WATERCRAFT. "Boat" or "Watercraft" means any device used for navigation on  
56 water, including personal watercraft.

57

58 (B) SLOW-NO-WAKE SPEED. "Slow-No-Wake Speed" means that speed at which a boat  
59 moves as slowly as possible while still maintaining steering control.

60

61 Section 5. SPEED RESTRICTIONS.

62

63 (A) No person shall operate a boat or watercraft at greater than Slow-No-Wake Speed on any  
64 portion of the Rock River downstream from the northern Rock County line to the Indianford Dam, when  
65 the gauge water level at the US Geological Survey Gauge 05427235 (Lake Koshkonong near Newville,  
66 Wisconsin) is above 7.5 feet. This information can be obtained from the NOAA website. [[http://water.  
67 weather.gov/ahps2/hydrograph.php?wfo=mkx&gage=nvlw3&view=1.1.1.1.1.1.1](http://water.weather.gov/ahps2/hydrograph.php?wfo=mkx&gage=nvlw3&view=1.1.1.1.1.1.1) (Graph NVLW3)]

68

69 (B) No person shall operate a boat or watercraft at greater than Slow-No-Wake Speed on any  
70 portion of the Rock River downstream from the Indianford Dam to southern Rock County line when the  
71 gauge water level at the US Geological Survey gauge 05430500 (Rock River at Afton, Wisconsin) is  
72 above 6.5 feet. This information can be obtained from the NOAA website. [[http://water.weather.  
73 gov/ahps2/hydrograph.php?wfo=mkx&gage=aftw3&view=1.1.1.1.1.1.1](http://water.weather.gov/ahps2/hydrograph.php?wfo=mkx&gage=aftw3&view=1.1.1.1.1.1.1) (Graph AFTW3)]

74

75 (C) No person shall operate a boat or watercraft at greater than Slow-No-Wake Speed in the  
76 following areas, which are more specifically described as follows:

77

- 78 (1) From a point 100 feet west of Interstate 90 to point 1,500 feet east of the Newville  
79 Bridge (Highway 59).
- 80 (2) An area 250 feet on either side of the railroad bridge over the Rock River in the Town  
81 of Fulton.
- 82 (3) From the Indianford Bridge to approximately 1,000 feet north of the Indianford  
83 Bridge on the Rock River in the Town of Fulton.

84

85 (D) No person shall operate a boat or watercraft at greater than Slow-No-Wake Speed within  
86 any area subject to a Special Event Permit issued by the Rock County Sheriff pursuant to Section 6(A).

87

88 (E) No person shall operate a boat or watercraft at greater than Slow-No-Wake Speed within  
89 any area declared to be a Boating Hazard Zone by the Rock County Sheriff pursuant to Section 6(B).

90

91 Section 6. DUTIES AND POWERS OF THE ROCK COUNTY SHERIFF.

92

93 (A) SPECIAL EVENTS. On the application of a person proposing to conduct a special event on  
94 any river or stream in the County and with the approval of the governing body of each city, village or  
95 town within which such event is proposed, the Rock County Sheriff may issue a Special Aquatic Event  
96 Permit and may impose a slow-no-wake speed on the operation of boats or water craft not participating in  
97 the special event. Any permit issued under this Section shall specify the time, date and location of the  
98 event and the boundaries of the slow-no-wake area so designated and shall be posted in accordance with  
99 Section 7.

100

101 (B) BOATING HAZARD ZONE. The Rock County Sheriff may designate all or any part of any  
102 river or stream within Rock County as a Boating Hazard Zone if the Sheriff determines that high water  
103 levels or emergency conditions resulting from storms or other conditions warrant the imposition of a  
104 slow-no-wake speed restriction. Each such designation shall specify the boundaries of the Boating

REPEAL AND RECREATE CHAPTER 25, ROCK COUNTY ORDINANCES,  
REGARDING SLOW-NO-WAKE RESTRICTIONS ON RIVERS AND STREAMS  
IN ROCK COUNTY

12. E. (3)

Page 3

1.05 Hazard Zone so designated and notice of the imposition of the slow-no-wake speed restriction shall be  
1.06 posted in accordance with Section 7.

1.07

1.08 Section 7. NOTICE AND POSTING. The Rock County Sheriff shall notify media sources  
1.09 serving the area affected by any slow-no-wake speed restriction imposed pursuant to this Ordinance and  
1.10 shall place and maintain regulatory notice of such restrictions at all public access points within such areas.  
1.11 Such notices shall be sent and posted as soon as practicable after the issuance of the permit or designation  
1.12 and when the Rock River water level reaches or is anticipated to reach the level specified in Section 5(A)  
1.13 and or 5(B) within 24 hours. The Sheriff shall notify the media and remove such notices as soon as  
1.14 possible when the conditions resulting in the slow-no-wake speed restriction have passed.

1.15

1.16 Section 8. ENFORCEMENT AND PENALTIES.

1.17

1.18 (A) ENFORCEMENT. This Ordinance may be enforced by law enforcement officers of the  
1.19 Rock County Sheriff's Office and the Wisconsin Department of Natural Resources.

1.20

1.21 (B) OBSTRUCTION. No person shall resist or obstruct any law enforcement officer in the  
1.22 performance of his or her duties under this Ordinance.

1.23

1.24 (C) ENFORCEMENT PROCEDURE. The provisions of Sections 66.0109, 66.0113, 66.0114  
1.25 and 30.50 to 30.71 of the Wisconsin Statutes are adopted and by reference made a part of this Ordinance  
1.26 as if fully set forth herein. Any future additions, amendments, revisions or modifications of the statutes  
1.27 incorporated herein are intended to be made part of this Ordinance in order to secure uniform state-wide  
1.28 regulation and enforcement of boating ordinance violations. The County elects to use the citation method  
1.29 of enforcement.

1.30

1.31 (D) OTHER REMEDIES. The issuance of a citation hereunder shall not preclude the County or  
1.32 any authorized person from proceeding under any other ordinance of law or by any other enforcement  
1.33 method to enforce any ordinance, regulation or order.

1.34

1.35 (E) PENALTIES AND DEPOSITS. Any person violating the provisions of this Ordinance shall  
1.36 be subject to penalties as provided for in Section 30.80 of the Wisconsin Statutes and deposits as  
1.37 established in the Uniform Deposit and Bail Schedule established by the Wisconsin Judicial Conference,  
1.38 which are hereby adopted by reference with all references therein to "fines" amended to "forfeitures" and  
1.39 all references to "imprisonment" deleted.

1.40

1.41 Section 9. SEVERABILITY. The provisions of this Ordinance shall be deemed severable and it  
1.42 is expressly declared that the County would have passed the other provisions of this Ordinance  
1.43 irrespective of whether or not one or more provisions may be declared invalid. If any provision of this  
1.44 Ordinance or the application to any person or circumstances is held invalid, the remainder of the  
1.45 ordinance and the application of such provisions to other persons or circumstances shall be in effect.

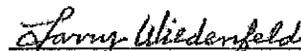
1.46

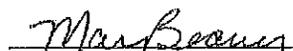
1.47 This Ordinance shall take effect immediately upon passage and publication as provided by law.

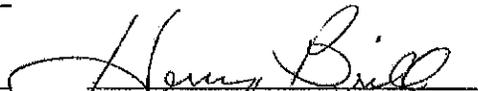
Respectfully submitted:

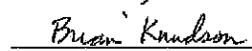
PUBLIC SAFETY AND JUSTICE COMMITTEE

  
Ivan Collins, Chair

  
Larry Wiedenfeld, Vice Chair

  
Mary Beaver

  
Henry Brill

  
Brian Knudson

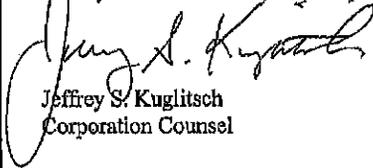
REPEAL AND RECREATE CHAPTER 25, ROCK COUNTY ORDINANCES,  
REGARDING SLOW-NO-WAKE RESTRICTIONS ON RIVERS AND STREAMS  
IN ROCK COUNTY

12.E.(4)

Page 4

LEGAL NOTE:

County Board is authorized to adopt this ordinance pursuant to sec. 30.77, Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

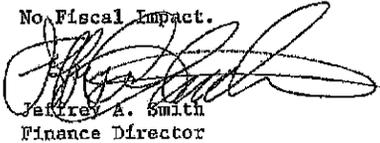
Matter of Policy.



Craig Knutson  
County Administrator

FISCAL NOTE:

No Fiscal Impact.



Jeffrey A. Smith  
Finance Director

RESOLUTION NO. 12-1A-556

AGENDA NO. 12.F.(1)

RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS

Supervisors Robert Fizzell, Ivan  
Collins, Terry Thomas, Marvin  
Wopat  
INITIATED BY



Supervisor Robert Fizzell  
DRAFTED BY

11/17/2011  
DATE DRAFTED

County Board Staff Committee  
SUBMITTED BY

Authorizing Countywide Referendum Question to be Placed on the April Ballot

- 1 WHEREAS, collective bargaining and other workers' rights have helped make Wisconsin a great state in  
2 which to live and work as well as to raise and educate our families; and,  
3  
4 WHEREAS, Wisconsin has a long history of valuing and protecting its workers, having passed the  
5 nation's first workers' compensation law in 1911 and the first unemployment compensation law in 1932;  
6 and,  
7  
8 WHEREAS, the American Federation of State, County and Municipal Employees (AFSCME) was  
9 founded in Madison in 1936; and,  
10  
11 WHEREAS, the rights of public sector bargaining originated in Wisconsin in 1959; and,  
12  
13 WHEREAS, Wisconsin citizens have long benefitted from the gains made by workers through collective  
14 bargaining, such as worker safety, sick leave, the eight-hour work day, the forty-hour work week, and the  
15 ability to live the American Dream; and,  
16  
17 WHEREAS, collective bargaining rights have enabled working men and women to achieve a fair and  
18 equitable standard of living that, in turn, have enabled local businesses to prosper; and,  
19  
20 WHEREAS, collective bargaining and other worker rights are under assault within our state by those  
21 seeking to maximize corporate profits over the welfare of working class citizens; and,  
22  
23 WHEREAS, the Rock County Board of Supervisors stands behind all Rock County citizens in their  
24 struggle for good jobs, fair pay and workplace safety.  
25  
26 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
27 this \_\_\_\_\_ day of \_\_\_\_\_, 2011 hereby directs the County Clerk to place the following  
28 referendum question on the countywide ballot at the election to be held on April 3, 2012:  
29  
30       Should all Wisconsin workers have the right to seek safe working conditions and fair pay  
31       through collective bargaining?  
32  
33 **BE IT FURTHER RESOLVED** that a copy of this resolution be sent to the Rock County Legislative  
34 Delegation, Governor Scott Walker and the Wisconsin Counties Association.

Respectfully submitted,

12-1A-556

**Authorizing Countywide Referendum Question to be Placed on the April Ballot**

Page 2

**COUNTY BOARD STAFF COMMITTEE**

Dissent  
J. Russell Podzilni, Chair

Dissent  
Sandra Kraft, Vice Chair

Dissent  
Eva Arnold

Dissent  
Henry Brill

Absent  
Betty Jo Bussie

Ivan Collins  
Ivan Collins

Marilynn Jensen  
Marilynn Jensen

Lou Peer Dissent  
Lou Peer

Dissent  
Kurtis L. Yankee

**LEGAL NOTE:**

The County is permitted to conduct a county-wide advisory referendum pursuant to § 59.52(25), Wis. Stats.

Jeffrey S. Kuglitsch  
Jeffrey S. Kuglitsch  
Corporation Counsel

**FISCAL NOTE:**

It is difficult to estimate the cost of a referendum to be included in the April 2012 ballot. A Notice of Referendum would need to be published in the County's official newspaper (Janesville Gazette for 2012) at a cost in excess of \$400. There would be additional publishing costs in the standard ballot notices due to the requirement to show the language and ballot sample. A referendum question would take anywhere from 1/2 to 2/3<sup>rd</sup>s of a column. There are three columns on a ballot.

Ballot printing costs are 27 cents per ballot. Whether an additional ballot would be required due to the referendum would depend upon whether or not Presidential Preference Ballot with all the local elections would create a full ballot by themselves. There is an expected large turnout for the April election due to both national and local offices being included. Ballots for the April election are estimated to cost \$35,000 with some of the cost shared with the local municipalities and school districts.

Jeffrey A. Smith

Jeffrey A. Smith  
Finance Director

**ADMINISTRATIVE NOTE:**

Matter of Policy,

Craig Knutson

Craig Knutson  
County Administrator

RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS

Craig Knutson  
INITIATED BY

Finance Committee  
SUBMITTED BY



Randy Terronez, Assistant to County Administrator  
DRAFTED BY

December 27, 2011  
DATE DRAFTED

**Recognizing Jeff Smith for His Service to Rock County**

1 WHEREAS, Jeff Smith has served the citizens of Rock County for the past 25 years, 9 months, and 13  
 2 days as a dedicated and valued Rock County employee in the position of Finance Director; and,  
 3  
 4 WHEREAS; Jeff has successfully developed the County's financial systems to handle far more  
 5 complex financial monitoring and reporting requirements than existed in 1986; and,  
 6  
 7 WHEREAS, Jeff's professionalism, wisdom and guidance during the annual budget process has assisted  
 8 the County Administrator, Finance Committee and County Board in developing and adopting sound  
 9 County budgets through 25 budget cycles; and,  
 10  
 11 WHEREAS, Jeff's financial management skill and knowledge has placed Rock County in an envious  
 12 position that is nationally recognized by a very solid bond rating of AA by Standard and Poor's and Aa1  
 13 by Moody's Investor's Service; and,  
 14  
 15 WHEREAS, Jeff's involvement in the risk management area resulted in the County joining the  
 16 Wisconsin Municipal Mutual Insurance Company (WMMIC) of which Jeff served on the WMMIC  
 17 Finance Committee for over 4 years; and,  
 18  
 19 WHEREAS, the fact the County is financially sound is in large part due to everything Jeff has done for  
 20 the County over 25 years; and,  
 21  
 22 WHEREAS, Jeff's institutional knowledge of the financial affairs of Rock County will be sorely missed  
 23 as he begins his retirement on January 6, 2012.  
 24  
 25 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly  
 26 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012, does hereby recognize Jeff Smith for his 25 years, 9  
 27 months, and 13 days of service to the citizens of Rock County and extends its best wishes to him in his  
 28 future endeavors.  
 29  
 30 BE IT FINALLY RESOLVED that the County Clerk be authorized and directed to furnish a copy of  
 31 this resolution to Jeff Smith.

12-1A-557

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney  
Mary Mawhinney, Chair

Sandra Kraft  
Sandra Kraft, Vice Chair

Mary Beaver  
Mary Beaver

David Deistler  
David Deistler

J. Russell Podzilni  
J. Russell Podzilni

**Recognizing Jeff Smith for His Service to Rock County**  
Page 2

**COUNTY BOARD STAFF COMMITTEE**

---

J. Russell Podzini, Chair

---

Sandra Kraft, Vice Chair

---

Eva Arnold

---

Henry Brill

---

Betty Jo Bussie

---

Ivan Collins

---

Marilynn Jensen

---

Louis Peer

---

Kurtis L. Yankee

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

COUNTY BOARD STAFF  
COMMITTEE  
INITIATED BY



JEFFREY S. KUGLITSCH  
DRAFTED BY

DECEMBER 29, 2011  
DATE DRAFTED

COUNTY BOARD STAFF  
COMMITTEE  
SUBMITTED BY

**RECOGNIZING JEROME A. LONG**

1 WHEREAS, JERRY LONG began his employment with Rock County back in 1981 as a County  
2 Assistant District Attorney; and  
3

4 WHEREAS, he stayed in the Rock County District Attorneys Office until 1984 when he was  
5 appointed by the Governor to be District Attorney in another Wisconsin county; and  
6

7 WHEREAS, Mr. Long returned to Rock County and has worked with the Rock County  
8 Corporation Counsel's Office from 2000 until 2012; and  
9

10 WHEREAS, Jerry has served the citizens of Rock County and worked with all of the County's  
11 departments as a dedicated and valued employee for 15 years; and  
12

13 WHEREAS, Rock County has benefited greatly from Jerry's legal assistance in dealing with  
14 County related cases both in state and federal courts as well as his handling of day to day legal issues; and  
15

16 WHEREAS, the County Corporation Counsel's staff will greatly miss Jerry's dedication, insight,  
17 problem solving skills and his humor; and  
18

19 WHEREAS, JEROME A. LONG will retire effective January 6, 2012 and those who work with  
20 him, will miss him.  
21

22 NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors in session  
23 this 12th day of January, 2012, that they hereby recognize Deputy Corporation Counsel JEROME A.  
24 LONG for his 15 years of faithful service and extend a sincere expression of appreciation along with its  
25 best wishes for the future; and  
26

27 BE IT FURTHER RESOLVED that the County Clerk be authorized and directed to furnish a  
28 copy of this resolution to JEROME A. LONG.

Respectfully submitted;

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Marilyn Jensen

\_\_\_\_\_  
Hank Brill

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Long Retirement

\_\_\_\_\_  
Kurtis Yankee

12-1A-558

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Planning & Development Committee  
INITIATED BY



Donald Barnes  
DRAFTED BY

Planning & Development Committee  
SUBMITTED BY

December 20, 2011  
DATE DRAFTED

**Recognizing Richard Brandt**

- 1 WHEREAS, Richard Brandt has faithfully served the citizens of Rock County for over 26 years as a dedicated
- 2 and valued employee of Rock County; and,
- 3
- 4 WHEREAS, Richard Brandt began his career on April 15, 1985 with Rock County; and,
- 5
- 6 WHEREAS, Richard Brandt worked and served as the Deputy Surveyor in the field, office and Court; and,
- 7
- 8 WHEREAS, Richard Brandt will retire from public service on January 6, 2012 but whose name and
- 9 achievements will be recorded forever in the County's records; and,
- 10
- 11 WHEREAS, Richard's knowledge of surveying, the history of the County's record systems, attention to details,
- 12 and his great people skills in helping citizens resolve their problems will be greatly missed by the office and his
- 13 many coworkers; and,
- 14
- 15 WHEREAS, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
- 16 recognize Richard for his achievements and long and faithful service to the County Surveyor's office and citizens
- 17 of Rock County.
- 18
- 19 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this
- 20 \_\_\_\_\_ day of \_\_\_\_\_, 2012 does hereby recognize Richard Brandt for his dedicated service to
- 21 the citizens of Rock County for over 26 years and wishes him well in his future endeavors; and,
- 22
- 23 BE IT FURTHER RESOLVED, that the County Clerk be directed to furnish a copy of this resolution to Richard
- 24 Brandt.

12-1A-559

Respectfully submitted,

Planning & Development Committee

County Board Staff Committee

\_\_\_\_\_  
Alan Sweeney, Chair

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Mary Mawhinney, Vice Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Wayne Gustina

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Phillip Owens

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Kurtis Yankee

RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS

Charmian Klyve  
INITIATED BY



Jennifer Thompson  
DRAFTED BY

Human Service Board  
SUBMITTED BY

December 15, 2011  
DATE DRAFTED

TO RECOGNIZE KARLA WALKER NITZ

1 **WHEREAS**, Karla Walker Nitz has served the citizens of Rock County for over thirty-two  
2 (32) years as a dedicated and valued employee of Rock County; and,  
3

4 **WHEREAS**, Karla Walker Nitz began her career on May 17, 1979 as a Social Worker at  
5 Rock Haven Nursing Home. While working at the nursing home, she completed assessments  
6 with individuals being admitted to the nursing home as well as assisted in discharge planning.  
7 In 1981, Ms. Nitz accepted a position at the Health Care Center in the Gero-psychiatric Unit.  
8 Again, Ms. Nitz used her Social Work skills to work with residents in this unit with chronic  
9 mental illness and difficult behaviors by setting up treatment plans tailored to each behavior.  
10 She was also the units Qualified Mental Health Professional. In 1985 Ms. Nitz took her  
11 expanded knowledge of mental illness and continued her career in Rock County in the  
12 Psychiatric Hospital working with individuals on emergency detentions at the hospital;  
13 specifically assessing and monitoring residents with the goal of stabilizing them so that they  
14 may go back into the community and live independently. Ms. Nitz also completed the nursing  
15 home assessments with mentally ill patients under the Omnibus Budget Reconciliation Act of  
16 1987 (OBRA-87). OBRA-87 assessments put an emphasis on residents' quality of life and  
17 care at the nursing home. Finally in 1993, Ms. Nitz became the Chapter 54/55 Court Services  
18 worker under the Human Services Department. For the last 18+ years, Ms. Nitz has helped  
19 individuals retain any rights appropriate and assisted county and private attorneys through the  
20 guardianship and protective placement processes. Her broad knowledge of mental illness and  
21 her understanding of state statutes have benefited Rock County for the last 32 years. Ms. Nitz  
22 will be retiring from Rock County Department of Human Services on December 31, 2011;  
23 and,  
24

25 **WHEREAS**, Karla Walker Nitz has proven herself to be a compassionate, caring, and  
26 committed employee, advocating on behalf of Rock County residents; and,  
27

28 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock  
29 County, wishes to recognize Karla Walker Nitz for her achievements and significant  
30 contributions to the citizens of Rock County and her lifelong and faithful service.  
31

32 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors,  
33 duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2011, does hereby recognize Karla  
34 Walker Nitz for her 32 years of service and extend best wishes to her in her future endeavors;  
35 and,  
36

37 **BE IT FURTHER RESOLVED** that the County Clerk be authorized and directed to furnish  
38 a copy of this resolution to Karla Walker Nitz.

12-1A-560

**RECOGNIZING KARLA WALKER NITZ**

Page 2

**Rock County Human Services Board**

Brian Knudson  
Brian Knudson, Chair

Sally Jean Weaver-Landers  
Sally Jean Weaver-Landers, Vice Chair

Terry Fell  
Terry Fell

Robert Fizzell  
Robert Fizzell

Kathy Keim  
Kathy Keim

Absent  
Phillip Owens

Terry Thomas  
Terry Thomas

Marvin Wopat  
Marvin Wopat

Shirley Williams  
Shirley Williams

**COUNTY BOARD STAFF COMMITTEE**

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Kurtis L. Yankee

RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS

Public Safety & Justice Committee  
INITIATED BY



Eldred Mielke  
DRAFTED BY

Public Safety & Justice Committee  
SUBMITTED BY

December 19, 2011  
DATE DRAFTED

RECOGNIZING JOAN MAVES

- 1 WHEREAS, Joan Maves has faithfully served the citizens of Rock County for 31 years, 9 months; and,
- 2
- 3 WHEREAS, Joan Maves began her career on March 25, 1980 in the Clerk of Circuit Court Accounting
- 4 Department; and,
- 5
- 6 WHEREAS, Joan Maves has worked with four different Clerk of Circuit Court: Betty Jo Bussie, Randy
- 7 Christianson, Wayne Pfister and Eldred Mielke; and,
- 8
- 9 WHEREAS, Joan Maves will retire from public service on January 3, 2012.
- 10
- 11 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly
- 12 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012 does hereby recognize Joan Maves for her
- 13 dedicated service to the citizens of Rock County for 31 years, 9 months and wishes her well in her future
- 14 endeavors; and,
- 15
- 16 BE IT FURTHER RESOLVED, that the County Clerk be directed to furnish a copy of this resolution
- 17 to Joan Maves.

12-1A-561

Respectfully submitted,

Public Safety & Justice Committee

County Board Staff Committee

Ivan Collins  
Ivan Collins, Chair

\_\_\_\_\_  
J. Russell Podzinski, Chair

Larry Wiedenfeld  
Larry Wiedenfeld, Vice Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

Mary Beaver  
Mary Beaver

\_\_\_\_\_  
Betty Jo Bussie

Henry Brill  
Henry Brill

\_\_\_\_\_  
Eva Arnold

Brian Knudson  
Brian Knudson

\_\_\_\_\_  
Marilyn Jensen

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Kurtis Yankee

\_\_\_\_\_  
Henry Brill

# RESOLUTION

ROCK COUNTY BOARD



OF SUPERVISORS

Health Services Committee  
INITIATED BY

Sherry Gunderson  
DRAFTED BY

Health Services Committee  
SUBMITTED BY

November 17, 2011  
DATE DRAFTED

## TITLE

### RECOGNIZING ROBERTA CARRIER FOR SERVICE TO ROCK HAVEN

1. WHEREAS, Roberta Carrier has served the citizens of Rock County over the
2. past 32 years, 10 months as a dedicated and valued employee of Rock
3. County; and,
- 4.
5. WHEREAS, Roberta Carrier began her career with Rock Haven as Certified
6. Nurses Aide on March 19, 1979; and
- 7.
8. WHEREAS, Roberta Carrier has worked diligently in that position,
9. providing kind, compassionate care to Rock Haven residents until retiring
10. on January 1, 2012; and
- 11.
12. WHEREAS, the Rock County Board of Supervisors, representing the citizens
13. of Rock County, wishes to commend Roberta Carrier for her long and
14. faithful service.
- 15.
16. NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors
17. duly assembled this \_\_\_\_\_ of \_\_\_\_\_, 2012 does hereby
18. recognize Roberta Carrier for her 32 years, 10 months of service and
19. extend their best wishes to her in her future endeavors; and,
- 20.
21. BE IT FURTHER RESOLVED, that the County Clerk be authorized and directed
22. to furnish a copy of this resolution to Roberta Carrier.

12-1A-562

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

HEALTH SERVICES COMMITTEE

Betty Jo Bussle  
Betty Jo Bussle, Chair

\_\_\_\_\_  
J. Russell Podzinski, Chair

Robert Fizzell  
Robert Fizzell, Vice Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

Absent  
Brent Fox

\_\_\_\_\_  
Betsy Jo Bussle

Mary Beaver  
Mary Beaver

\_\_\_\_\_  
Eva Arnold

Absent  
Deloyde Sanders

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Kurtis Yankee

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Louis Peer

RESOLUTION NO. 12-1A-563

AGENDA NO. 12.M.

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
INITIATED BY



Benjamin J. Coopman, Jr., P.E.,  
Director of Public Works  
DRAFTED BY

Public Works Committee  
SUBMITTED BY

December 15, 2011  
DATE DRAFTED

### RECOGNIZING MICHAEL LANDIS, SR.

- 1 WHEREAS, MICHAEL LANDIS, SR. has served the citizens of Rock County over the past
- 2 Twenty-Four years plus as a dedicated and valued employee of the Rock County Department of
- 3 Public Works; and,
- 4
- 5 WHEREAS, MICHAEL LANDIS, SR. will retire from public service effective January 4, 2012,
- 6 and,
- 7
- 8 WHEREAS, the Rock County Board of Supervisors representing the citizens of Rock County,
- 9 wishes to recognize Mr. Landis for his long and faithful service.
- 10
- 11 NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors at its
- 12 regular meeting this \_\_\_\_ day of \_\_\_\_\_, 2012, that a sincere expression of recognition be
- 13 given to MICHAEL LANDIS, SR. for his Twenty-Four years plus of service and best wishes for
- 14 the future; and,
- 15
- 16 BE IT FURTHER RESOLVED, that the County Clerk be authorized and directed to furnish a
- 17 copy of this resolution to Mr. Landis.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
Kurtis L. Yankee, Chair

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Betty Jo Bussie, Vice Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Eva M. Arnold

\_\_\_\_\_  
Eva M. Arnold

\_\_\_\_\_  
David Diestler

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Brent Fox

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Kurtis L. Yankee

12-1A-563

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
INITIATED BY



Benjamin J. Coopman, Jr., P.E.,  
Director of Public Works  
DRAFTED BY

Public Works Committee  
SUBMITTED BY

January 3, 2012  
DATE DRAFTED

### RECOGNIZING JAMES FANNING

- 1 WHEREAS, JAMES FANNING has served the citizens of Rock County over the past Twenty-
- 2 Nine and One-Half Years as a dedicated and valued employee of the Rock County Department of
- 3 Public Works; and,
- 4
- 5 WHEREAS, JAMES FANNING will retire from public service effective January 25, 2012, and,
- 6
- 7 WHEREAS, the Rock County Board of Supervisors representing the citizens of Rock County,
- 8 wishes to recognize Mr. Fanning for his long and faithful service.
- 9
- 10 NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors at its
- 11 regular meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2012, that a sincere expression of recognition be
- 12 given to JAMES FANNING for his Twenty-Nine and One-Half Years of service and best wishes
- 13 for the future; and,
- 14
- 15 BE IT FURTHER RESOLVED, that the County Clerk be authorized and directed to furnish a
- 16 copy of this resolution to Mr. Fanning.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
Kurtis L. Yankee, Chair

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Betty Jo Bussle, Vice Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Eva M. Arnold

\_\_\_\_\_  
Eva M. Arnold

\_\_\_\_\_  
David Diestler

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Brent Fox

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Ivan Collins

\_\_\_\_\_  
Marilynn Jensen

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Kurtis L. Yankee

12-1A-564