



COUNTY BOARD OF SUPERVISORS

NOTICE OF MEETING

NOTE: UNDER THE KENOSHA COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SEC. 210(2) OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY ITEM SCHEDULED FOR THE FIRST OF TWO READINGS IS SUBJECT TO A MOTION TO SUSPEND THE RULES IN ORDER TO PROCEED DIRECTLY TO DEBATE AND VOTE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN.

NOTICE IS HEREBY GIVEN the **Regular County Board Meeting** of the Kenosha County Board of Supervisors will be held on **Tuesday, the 19th Day of July at 7:30PM.,** in the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

- A. Call To Order By Chairwoman Breunig
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Guest Speaker, Kyle Christianson, Director Of Government Affairs- Wisconsin Counties Association
- E. Citizen Comments
- F. Announcements Of The Chairwoman
- G. Supervisor Reports
- H. COUNTY EXECUTIVE APPOINTMENTS
 11. Christopher Brown To Serve On The Kenosha County Zoning Board Of Adjustments
Documents:
[BROWN - ZONING BOARD - JUNE 2016.PDF](#)
 12. Matthew Collins To Serve As The Director Of The Kenosha County Division Of Parks
Documents:
[COLLINS - PARKS DIRECTOR 2016.PDF](#)
 13. Michael Tarasik To Serve On The Kenosha County Local Emergency Planning Committee
Documents:

[TARASIK - LEPC 2016.PDF](#)

I. OLD BUSINESS

Resolution - One Reading

15. From The Legislative & Human Services Committees A Resolution Calling On The Wisconsin State Legislature To Pass Legislation Authorizing Psychologists With Special Training To Prescribe Medication

Documents:

[RESOLUTION 15.PDF](#)

J. NEW BUSINESS

Ordinance - First Reading, Two Required

7. From The Planning, Development & Extension Education Committee An Ordinance Regarding Proposed Amendments To Chapter 12 Kenosha County General Zoning & Shoreland/ Floodplain Zoning Ordinance Amending Language Relative To Existing Non-Conforming Structures

Documents:

[ORD CH 12 AMENDMENTS.PDF](#)

Resolution - One Reading

24. From The Finance & Administration Committee A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$14,100,000 General Obligation Promissory Notes; Providing For The Notification And Sale Of Said Notes; And Other Related Details

Documents:

[RES ISSUANCE OF GO PROM NOTES.PDF](#)
[PRESALEREPORT KENOSHACOUNTY 2016A-FINAL REVISED.PDF](#)

25. From The Finance & Administration Committee A Resolution Regarding The 2017 Kenosha County Budget - Advisory Levy Objective

Documents:

[RES ADVISORY LEVY OBJECTIVE.PDF](#)

26. From The Finance & Administration Committee And The Brookside Board Of Trustees A Resolution Regarding The Culick/Schneider Memorial Fund Established For Brookside Care Center

Documents:

[RES MEMORIAL FUND.PDF](#)

27. From The Human Services Committee A Resolution To Approve The Appointment Of Lauren Fox To The Kenosha County Board Of Administrative Appeals

Documents:

[FOX RESOLUTION.PDF](#)

28. From The Human Services Committee A Resolution To Approve The Appointment Of Brooke Infusino To The Kenosha County Workforce Development Board

Documents:

[INFUSINO RESOLUTION.PDF](#)

29. From The Human Services Committee A Resolution To Approve The Appointment Of Paul Hegland To The Kenosha County Workforce Development Board

Documents:

[HEGLAND RESOLUTION.PDF](#)

30. From Judiciary & Law Committee, Finance And Administration Committee A Resolution To Approve The Successor Labor Agreement Between The County Of Kenosha And The Kenosha County Deputy Sheriff's Association

Documents:

[DEPUTY LABOR AGREEMENT RESOLUTION.PDF](#)

31. From The Judiciary & Law And The Finance & Administration Committees A Resolution Regarding The FY2016 Law Enforcement Justice Assistance Grant (JAG)

Documents:

[RES SHERIFF GRANT.PDF](#)

32. From The Planning, Development & Extension Education Committee A Resolution Regarding The Final Plat Of The Reserve Subdivision, Stephen C. Mills, Mills Enterprises LLC And Craig T. And Laura M. Baumgardner (Owners), Dan Szczap, Bear Development LLC (Agent), Town Of Salem

Documents:

[RES FINAL PLAT THE RESERVE.PDF](#)

33. From The Public Works/Facilities And The Finance & Administration Committees A Resolution Regarding The Emerald Ash Borer Reforestation Grant

Documents:

[RES EMERALD ASH BORER GRANT.PDF](#)

34. From The Public Works/Facilities And The Planning, Development & Extension Education And The Finance & Administration Committees A Resolution Regarding The Purchase Of Flood Plain Property

Documents:

[RES FLOODPLAIN PROPERTY.PDF](#)

K. COMMUNICATIONS

4. Communications From Andy M. Buehler Regarding Future Items Scheduled Before
The Planning, Development & Extension Education Committee

Documents:

[08-10-2016 COMMUNICATIONS.PDF](#)

L. CLAIMS

7. Brian Rozell - Destroyed Property

Documents:

[BRIAN ROZELL.PDF](#)

8. Robert Solberg - Vehicle Damage

Documents:

[ROBERT SOLBERG.PDF](#)

9. Time Warner Cable (Phoenix Loss Control) - Damage To Property

Documents:

[TIME WARNER CABLE.PDF](#)

10. Bari Bahr - Vehicle Damage

Documents:

[BARI BAHR.PDF](#)

M. Approval Of The June 21, 2016 Minutes By Supervisor B. Frederick

N. Adjourn



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2016/17-11

RE: KENOSHA COUNTY ZONING BOARD OF ADJUSTMENTS

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Mr. Christopher Brown
39701 60th Street
Burlington, WI 53105

to serve a three year term on the Kenosha County Zoning Board of Adjustments beginning immediately upon confirmation of the County Board and continuing until the 30th day of June, 2019 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Mr. Brown has attended 2 out of the 3 meetings held. His one absence was excused.

Mr. Brown will serve without pay but will receive a per diem. Mr. Brown will be succeeding himself.

Respectfully submitted this 30th day of June, 2016.

Jim Kreuser
Kenosha County Executive

*If more space is needed, please attach another sheet.
Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

Town of Randall Plan Commission member 2004-2007
Lifetime Kenosha County Resident

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.



Signature of Nominee

2-3-16

Date

Please Return To: Kenosha County Executive
1010 - 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____

Reappointment _____

Previous Terms: _____



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2016/17-12

RE: APPOINTMENT OF THE DIRECTOR OF THE KENOSHA COUNTY DIVISION OF PARKS

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and confirmation the name of:

Matthew J. Collins
1001 East Meadow Place
Whitefish Bay, WI 53217

to serve as the Director of the Kenosha County Division of Parks.

Mr. Collins held the position of Assistant Parks Director since June 8, 2015 and has served as Interim Parks Director since July 1, 2016. Prior to accepting the Assistant Parks Director position with Kenosha County, Mr. Collins held the position of Park Unit Coordinator II with the Milwaukee County Department of Parks, Recreation and Culture from 2010 to 2015. In addition, Mr. Collins received his Master of Business Administration in February of 2016. As the Director of the Kenosha County Division of Parks, Mr. Collins will receive \$77,000 as an annual salary.

Respectfully submitted this 14th day of July, 2016.

Jim Kreuser
Kenosha County Executive

Matthew J. Collins

1001 East Meadow Place • Whitefish Bay, WI 53217
(414) 248-2167 • collinsmj29@yahoo.com

PROFESSIONAL PROFILE

I have proven to create **sustainable community solutions** within the public sector by delivering **quality, competitive services**. My goal is to develop analytical and qualitative operational approaches to maximize efficiencies in order to **provide a high quality experiences for park users**.

EXPERIENCE

Kenosha County Department of Public Works, Division of Parks (2015 – Present)

Kenosha County provides over 1500 acres of managed recreational land at eight parks conveniently located throughout the county. The park division also maintains 14 miles of cycling trails. Special arrangements with the Kenosha Historical Society and the Kemper Center expand the scope of recreational opportunities available to you in Southeastern Wisconsin.

Interim Director (2016 – Present)

Assistant Director (2015 – 2016)

Executive leadership of internal and external customers to promote community focused strategic planning. Creates, implements, and enforces annual budgets and acts as a project manager for all capital improvements throughout the park system.

- Prepares and executes a **multimillion dollar annual budget**
- Leader of **five full-time and over 50 seasonal staff**
- Creates and implements numerous **special events and recreational programs** throughout the parks division
- Collaborates with consultants and contractors on **capital improvement projects and master plans** for annual park improvements

Milwaukee County Department of Parks, Recreation and Culture (2001 – 2015)

The Milwaukee County Parks Department serves over 900,000 citizens and is the most populated region within Wisconsin. The Department is responsible for the maintenance and sustainability of 150 parks and over 15,000 acres of parkland.

Park Unit Coordinator II (2010 – Present)

Marketing In-Charge (2008 – 2010)

Park Maintenance Worker, Seasonal (2001 – 2008)

Direct the operations of 2,500 acres of parks, facilities and recreational amenities located in 3 municipalities to serve an encompassing population of over 75,000 constituents.

- **Manages three full-time and twenty part-time staff** to effectively administer interviews, hiring and discipline
- Implements high expectations of staff through **individual goal setting**
- Initiated **cost benefit analysis** leading to **sustainable business practices**

- Delivers **exceptional service** through innovative community-based partnerships
 - Cultivates strong relationships with community not-for-profits to **gain over 7,000 annual volunteer hours**
 - **Coordinates over 30 special events annually** to maximize over \$12,000 in additional revenue
- **Prepares an annual staff budget** of \$73,000 and monitors \$65,000 commodity expenditures

Executes business practices to strengthen fiscal sustainability

Active contributor of innovation committee to **strategize and create revenue based amenities and services**

- Collaborates with community outreach organizations to offset budgetary constraints
 - **Developed Milwaukee Job Corps** partnership to construct masonry projects within the parks with **no labor cost to the County**
 - Created partnership with UW-La Crosse to **implement a succession plan** with college interns
 - Actively seeks opportunities to **partner with local business** to volunteer and financially support park amenities and projects

Demonstrates leadership by implementing cross functional teams

- Member of the strategic planning committee to transform the **redevelopment of the mission, vision, and values** through internal and external stakeholder **SWOT analysis**
- Active member of the Wisconsin Parks and Recreation Association and subcommittee of the South East Park and Recreation Committee. **Effective public speaker** at annual conference and **contributor to agency's magazine**

Managed Summer Youth Employment Program to offset seasonal labor through the partnership with the Milwaukee Area Workforce Investment Board. Program **saves department over \$350,000** in annual seasonal staff costs.

- Interviewed, hired, trained, and disciplined seasonal staff while integrating motivational techniques to reduce attrition rates to 9% annually

Implemented 100 special events and concerts annually through the marketing division. Created business partnerships through special events to **increase advertising revenue by \$80,000** while cross-marketing target amenities, services, and organizational brand

EDUCATION

Cardinal Stritch University

- Master of Business Administration, 2016

University of Wisconsin-Whitewater

- Sociology with Criminal Justice Emphasis B.S., 2006

Milwaukee Area Technical College

- Sustainable Facilities Management Certificate, 2013
- Management Development – Associate Degree, 2011

- Project Management Certificate, 2011

CERTIFICATIONS/AWARDS

Wisconsin Park and Recreation Association

- Young Professional of the Year, 2014
- Silver Star Award: Exceptional youth programming, 2008

National Park and Recreation Association

- Certified Park and Recreation Professional, 2013
- Kudos Public Relations Award, 2009

COMPUTER SKILLS

Microsoft Office: Word, Excel, PowerPoint, Publisher, and Outlook



COUNTY OF KENOSHA COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2016/17-13

RE: KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Mr. Michael Tarasik
Roundy's Supermarkets
Safety Supervisor
5500 52nd Street
Kenosha, WI 53144

to serve a three-year term on the Kenosha County Local Emergency Planning Committee (Group #5 – Owners & Operators of facilities subject to the requirements of EPCRA) beginning immediately upon confirmation of the County Board and continuing until the 1st day of August, 2019 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Mr. Tarasik has attended 11 of the 12 meetings held. His one absence was excused.

Mr. Tarasik will serve without pay. Mr. Tarasik will be succeeding himself.

Respectfully submitted this 14th day of July, 2016.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
COUNTY BOARD CHAIR APPOINTMENT

APPOINTMENT PROFILE

KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: Michael Andrew Tarasik
 First Middle Last

Residence Address: 5255 OAKTON LN, GREENDALE, WI 53129

Previous Address if above less than 5 years: _____

Occupation: ROUNDY'S SUPERMARKETS SAFETY SUPERVISOR
 Company Title

Business Address: 5500 52nd ST

Telephone Number: Residence ⁴¹⁴ 421-6453 Business ⁴¹⁴ 231-6909

Daytime Telephone Number: ⁴¹⁴ 322-8808

Mailing Address Preference: Business () Residence ()

Email Address: MICHAEL.TARASIK@ROUNDYS.COM

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No ()

If yes, please attach a detailed document.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

AMERICAN INSTITUTE OF CHEMICAL ENGINEERS

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

TOASTMASTERS

*If more space is needed, please attach another sheet.

Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

Professional Engineer

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Muhammad Tawakkul
Signature of Nominee

7/6/2016
Date

Please Return To: County Board of Supervisors
1010 – 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment _____

Previous Terms: _____

MICHAEL A. TARASIK, P.E.
5255 Oakton Lane
Greendale, WI 53129

(414) 421-6453
Cell: (414) 322-8808
Michael.Tarasik@gmail.com

BACKGROUND SUMMARY

Proactive and prevention-oriented Safety Professional with more than 20 years experience in various functions of program management, training and compliance in both union and nonunion environments.

Applies analytical and hands-on creativity and attention-to-detail skills when investigating and solving safety issues and concerns. Strong people, presentation and professional communication skills. Functional experience includes:

Program Development
Accident Investigation
Quality Assurance Audits
Safety Data Sheets
Safety Training
OSHA Compliance Audits
Chemical Safety

EMPLOYMENT HISTORY

ROUNDY'S SUPERMARKETS, Inc, Kenosha, WI Commissary 2006 to Present
Food manufacturing plant in support of a multi-state retail grocer.

Safety Supervisor

Develop plant safety programs in compliance with federal and state regulations.

Administer Worker Compensation program for facility.

Provide safety training for employees.

Support PSM program for ammonia in plant.

MIDWEST AIRLINES, Oak Creek, WI 2005 to 2006

Commercial airline that operates passenger jet service throughout the United States from Milwaukee, Wisconsin and Kansas City, Missouri.

Occupational Safety Specialist

Supported corporate occupational safety program through development of training programs, compliance auditing, and incident investigations.

Developed and presented safety training to new employees with positive feedback.

Developed data tracking and reporting system for tracking safety events and employee accidents.

Prepared quarterly safety statistics for corporate and industry reports.
Reviewed new chemicals for safety of use.

Conducted safety audits of facilities and activities to ensure compliance with corporate and federal regulations.

WE ENERGIES, Milwaukee, WI 1977 to 2004

Fortune 400 utility company providing service to clients in Wisconsin and Michigan.

Health and Safety Consultant (1994-2004)

Developed and implemented safety and health programs for distribution operations business unit.

Led teams to investigate safety incidents, including data collection, analysis and reports that reduced OSHA citations and improved operating procedures.

Managed project to develop and conduct safety training for college interns, elevating knowledge of hazardous situations and ensuring safety.

Reviewed material safety data sheets and provided recommendations for chemical purchases, ensuring compliance with corporate and OSHA safety standards.

Conducted training sessions on First Aid/CPR, asbestos awareness and chemical hazards, receiving recognition for outstanding presentation delivery and style.

Supervisor, Safety, Training and Quality Assurance (1988 to 1994)
Implemented corporate-wide training programs relating to safety and quality.
Managed staff of five auditors and clerks.

Developed emergency action plans and trained teams for seven district service centers, preventing injuries, improving response time and reducing costs.

Implemented SAS programs to automate construction, repair and energy audit data, creating databases that expedited report generation and streamlined operations.

Developed and facilitated driver training programs to prepare commercial truck drivers for licensure, increasing skills and achieving 100% success rate.

Developed procedures and conducted training for equipment installation procedures, providing consistent operations and increased customer satisfaction.

Created procedure manual for building inspection methods, enhancing skills and ensuring compliance with state regulations.

Prior to 1988, held positions in quality, research and process engineering.

EDUCATION

MBA, Marquette University, Milwaukee, WI

BS, Chemical Engineering, University of Wisconsin - Madison, Madison, WI

CERTIFICATIONS

Medic First Aid Trainer in CPR

LICENSES

Professional Engineers License (Wisconsin 20024-006)

Commercial Drivers License

COMPUTER SKILLS

Microsoft Office Suite, SAS, Visio

MICHAEL A. TARASIK, P.E.

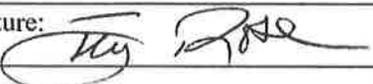
Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. 15

Subject: Resolution Calling on the Wisconsin State Legislature to Pass Legislation Authorizing Psychologists with Special Training to Prescribe Medication.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: April _____, 2016		Date Resubmitted:	
Submitted By: Terry Rose, Supervisor			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Terry Rose, Supervisor		Signature: 	

- WHEREAS, there is a nationwide shortage of psychiatrists available to treat the mentally ill; and
- WHEREAS, the ratio of mental health providers to population is approximately 1 to 1,075 in Kenosha. The ratio is approximately 1 to 623 statewide; and
- WHEREAS, the lack of access to psychiatric prescribers results in some people experiencing a psychiatric crisis which requires emergency detention and hospitalization; and
- WHEREAS, inpatient admissions to Winnebago Mental Health Institute have increased significantly. The state institute costs for Kenosha County have increased correspondingly:
- 2013: \$989,910
 - 2014: \$1,291,814
 - 2015: \$2,679,500; and
- WHEREAS, in an attempt to identify ways of improving access to mental health treatment for Kenosha County residents, the Kenosha County Department of Human Services contracted with a consultant team between September and December, 2015, which studied Kenosha County's mental health services and developed recommendations; and
- WHEREAS, Kenosha County recognizes the findings by the consultant team that the pool of psychiatrists who treat community patients has reduced due to the combination of hiring psychiatrists by large private health care systems, retirements and the lack of prescribers who accept Medicaid payments; and

Resolution- Calling on the Wisconsin State Legislature to Pass Legislation Authorizing Psychologists with Special Training to Prescribe Medication

WHEREAS, the American Psychological Association (APA) Practice Organization supports the efforts of state psychological association partners to obtain prescriptive authority for qualified, licensed psychologists to help fill the need for access to comprehensive, quality mental health care; and

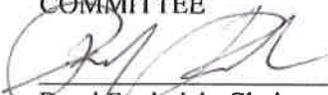
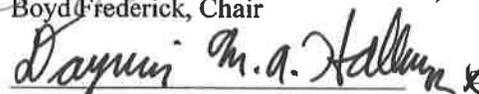
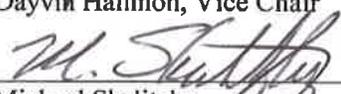
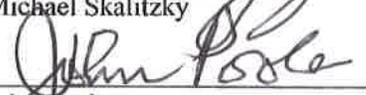
WHEREAS, legislation has passed in New Mexico, Louisiana and Illinois granting prescriptive authority to licensed psychologists. Additionally, appropriately trained psychologists may now be credentialed to prescribe in the Defense Department, the U.S. Public Health Service and the Indian Health Service.

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors does hereby call on the Wisconsin State Legislature to pass legislation authorizing psychologists with special training to prescribe medication.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Kenosha County Clerk is instructed to send a copy of this resolution to Kenosha County's legislators in the Assembly and Senate.

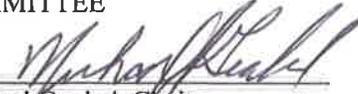
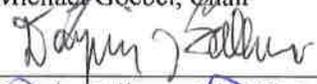
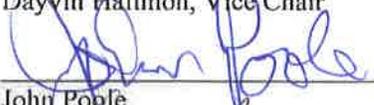
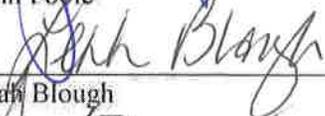
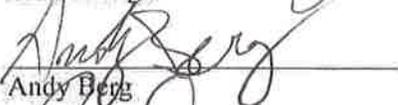
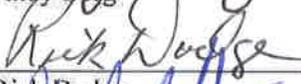
Dated at Kenosha County, Wisconsin, this ___ day of _____, 2016.

Approved by:

LEGISLATIVE COMMITTEE	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Boyd Frederick, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Dayvin Hallmon, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Erin Decker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Resolution- Calling on the Wisconsin State Legislature to Pass Legislation Authorizing Psychologists with Special Training to Prescribe Medication

HUMAN SERVICES
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Michael Goebel, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Dayvin Hallmon, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Leah Blough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Ketzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kenosha



County

BOARD OF SUPERVISORS

ORDINANCE NO. _____

Subject: Proposed amendments to the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance in accordance with Section 59.694 of the Wisconsin State Statutes, in order to amend ordinance language relative to existing non-conforming structures.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 13, 2016		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M Buehler, Director Division of Planning Operations		Signature: 	

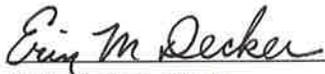
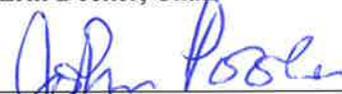
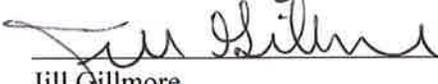
WHEREAS, Kenosha County proposes to amend Chapter 12 Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance to change the language regarding Existing Non-Conforming Structures; and,

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on July 13, 2016, and recommended approval of the request.

NOW, THEREFORE BE IT RESOLVED that pursuant to the authority granted by Sections 59.69 of the Wisconsin State Statutes, the Kenosha County Board of Supervisors does hereby ordain that Chapter 12 of the Municipal Code of Kenosha County entitled "Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance" be and hereby is changed by the following additions, deletions and amendments and is amended to read as set forth in the attached Exhibit A, pertaining to text changes to Sections 12.28-7.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strikethrough = Text Removed

Green Font = New Text

EXHIBIT "A"

Proposed amendments to the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance in accordance with Section 59.694 of the Wisconsin State Statutes, in order to amend ordinance language relative to existing non-conforming structures.

LIST OF AMENDED SECTIONS

12.28-7 EXISTING NON-CONFORMING STRUCTURES

12.28-7 EXISTING NON-CONFORMING STRUCTURES (8/6/02) (For Floodplain Non-conforming Structures see 12.28-10)

The use of a structure existing at the time of the adoption or amendment of this Ordinance may be continued although the structure's size or location does not conform with the established lot area and width, building setback line along streets and highways, or the yard, height, parking, loading, or access provisions of this Ordinance.

Non-conforming structures which encroach upon the yard requirements of this ordinance, but which met yard requirements of the applicable zoning ordinance at the time of construction, may be structurally enlarged or expanded if the existing structure is located at a minimum of at least fifty (50) percent of the minimum setback requirement of all yard setback requirements and further provided that the alteration does not create a greater degree of encroachment on yard, height, parking, loading, or access requirements. Placement of a new foundation or basement under an existing non-conforming structure shall be allowed as long as no further encroachment is permitted. Non-conforming structures which are located less than fifty (50) percent of the minimum setback requirement from one or more of their yard setback requirements may be structurally enlarged or expanded so long as all four sides of the enlargement or expansion are located at least 50% of the minimum setback requirement. This shall not constitute an allowance to make an existing conforming yard setback non-conforming, make an existing non-conforming yard setback more non-conforming or deviate from a height standard in this ordinance.

When a non-conforming structure is damaged by fire, explosion, violent wind, or other calamity or is intentionally dismantled, to the extent of more than fifty (50) percent of its assessed value as defined in section 12.28-2(a) of this Ordinance, it shall not be restored except so as to comply with all provisions of this Ordinance provided under ss.59. 69(10m).

Non-conforming structures in shoreland areas damaged or destroyed after, October 14, 1997, by violent wind, fire, flood, or vandalism may be reconstructed or repaired, as provided under ss.59.692(1s), to the size, location, and use it had immediately before the damage occurred if the landowner can establish that the damage was not due to a deliberate act by the landowner or by his or her agent, or due to general deterioration or dilapidated condition.

A non-conforming structure shall not be moved or relocated to any other location on the lot unless such structure is made to conform to all regulations of the district in which it is located.

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. 2016-_____

Subject: A Resolution Authorizing and Providing for the Issuance of Not to Exceed \$14,100,000 General Obligation Promissory Notes; Providing for the Notification and Sale of said Notes; and Other Related Details			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 14, 2016	Dates Resubmitted:		
Submitted By: Finance/Administration Committee			
County Board Meeting Date: July 19, 2016			
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>		
Prepared By: Foley & Lardner LLP	Signature:		

**COUNTY BOARD OF SUPERVISORS
OF
KENOSHA COUNTY, WISCONSIN**

July 19, 2016

Resolution No.: 2016-_____

**A Resolution Authorizing and Providing for the Issuance of
Not to Exceed \$14,100,000 General Obligation Promissory Notes;
Providing for the Notification and Sale of said Notes;
and Other Related Details**

RECITALS

The County Board of Supervisors (the “**Governing Body**”) of Kenosha County, Wisconsin (the “**County**”) makes the following findings and determinations:

1. On November 10, 2010 the Governing Body adopted initial resolution number 78 for the purpose and in the maximum amount authorized as set forth in paragraph 13(a) below (“**Initial Resolution 2010-78**”). Initial Resolution 2010-78 was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

2. Of the \$14,100,000 maximum borrowing amount authorized by Initial Resolution 2010-78, the County previously borrowed (i) \$1,350,000 in connection with the issuance of its \$10,030,000 General Obligation Promissory Notes, Series 2011A, dated August 9, 2011, (ii) \$3,158,670 in connection with the issuance of its \$15,750,000 General Obligation Promissory Notes, Series 2012B, dated July 11, 2012, (iii) \$3,955,741 in connection with the issuance of its \$9,765,000 General Obligation Promissory Notes, Series 2013A, dated September 10, 2013, (iv) \$2,035,000 in connection with the issuance of its \$11,925,000 General Obligation Promissory Notes, Series 2014A, dated September 10, 2014 (the “**2014A Notes**”), and (v) \$3,435,000 in connection with the issuance of its \$12,305,000 General Obligation Promissory Notes, Series 2015C dated September 9, 2015 (the “**2015C Notes**”). As of the date of this resolution, \$165,589 of the maximum borrowing amount authorized by Initial Resolution 2010-78 remains available.

3. On December 3, 2013, the Governing Body adopted initial resolution number 63 for the purpose and in the maximum amount authorized as set forth in paragraph 13(b) below (“**Initial Resolution 2013-63**”). Initial Resolution 2013-63 was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

4. Of the \$1,700,000 maximum borrowing amount authorized by Initial Resolution 2013-63, the County previously borrowed \$205,000 in connection with the issuance of the 2014A Notes and \$1,005,000 in connection with the issuance of the 2015C Notes. As of the date of this resolution, \$490,000 of the maximum borrowing amount authorized by Initial Resolution 2013-63 remains available.

5. On November 6, 2014 the Governing Body adopted initial resolution number 65 for the purposes and in the maximum amount authorized as set forth in paragraph 13(c) below (“**Initial Resolution 2014-65**”). Initial Resolution 2014-65 was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

6. Of the \$7,630,000 maximum borrowing amount authorized by Initial Resolution 2014-65, the County previously borrowed \$6,015,000 in connection with the issuance of the 2015C Notes. As of the date of this resolution, \$1,615,000 of the of the maximum borrowing amount authorized by Initial Resolution 2014-65 remains available.

7. On November 6, 2014, the Governing Body adopted initial resolution number 66 for the purposes and in the maximum amount authorized as set forth in paragraph 13(d) below (“**Initial Resolution 2014-66**”). Initial Resolution 2014-66 was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

8. The County has not previously borrowed under the authority granted by Initial Resolution 2014-66 therefore, as of the date of this resolution, the maximum borrowing amount of \$2,040,000 authorized by Initial Resolution 2014-66 remains available.

9. On November 12, 2015, the Governing Body adopted initial resolution number 2015-52 for the purposes and in the maximum amount authorized as set forth in paragraph 13(e) below (“**Initial Resolution 2015-52**”). Initial Resolution 2015-52 was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

10. The County has not previously borrowed under the authority granted by Initial Resolution 2015-52 therefore, as of the date of this resolution, the maximum borrowing amount of \$4,400,000 authorized by Initial Resolution 2015-52 remains available.

11. On November 12, 2015, the Governing Body adopted initial resolution number 2015-53 for the purposes and in the maximum amount authorized as set forth in paragraph 13(f) below (“**Initial Resolution 2015-53**”). The Initial Resolution 2015-53 was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in

Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

12. The County has not previously borrowed under the authority granted by Initial Resolution 2015-53 therefore, as of the date of this resolution, the maximum borrowing amount of \$11,700,000 remains available.

13. The County needs funds for the following purposes and in the proposed borrowing amounts set forth below (collectively, the “Project”):

	Maximum Amount Authorized	Proposed Borrowing Amount	Initial Resolution Number and Purpose
(a)	\$ 14,100,000	\$ 165,000	2010-78 - Road and Highway Improvements.
(b)	1,700,000	490,000	2013-63 - Public Safety Software;
(c)	7,630,000	710,000	2014-65 - Budgeted Capital Projects Including Road and Highway Improvements;
(d)	2,040,000	760,000	2014-66 – Grants for the Kenosha Area Business Alliance;
(e)	4,400,000	300,000	2015-52 – Public Safety Building Remodeling; and
(f)	11,700,000	11,675,000	2015-53 - Budgeted Capital Projects Including Road and Highway Improvements.

14. The County may choose to issue one or more separate series of obligations to finance portions of the Project.

15. The Governing Body deems it in the best interests of the County that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization to Combine Purposes of Notes.

The purposes of the Project are each hereby authorized to be undertaken and are hereby authorized to be combined into a single note issue; *provided, however*, that the County may choose to issue one or more separate series of notes to finance portions of the Project. In that event, the provisions of Sections 2 through 6 of this resolution will apply to each such series.

Section 2. Authorization of Issuance of Notes.

For the purposes of the Project, there shall be, and there are hereby, authorized and ordered to be prepared, executed, and issued, fully registered, negotiable, general obligation promissory notes of the County in an aggregate principal amount not to exceed \$14,100,000 (the “Notes”). The Notes will be issued under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes.

Section 3. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “Purchaser”).

Section 4. Preparation of Official Statement and Notice of Sale.

The Chairperson, the Clerk, the County Executive, and the Finance Director (in consultation with the County’s Financial Advisor, Ehlers and Associates, Inc.) are each hereby authorized to cause a preliminary offering document for the Notes (the “Official Statement”) to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a “Notice of Sale” and a “Bid Form”. The Chairperson, the Clerk, the County Executive, and the Finance Director are each hereby authorized, on behalf of the County, to approve the form of Official Statement and determine it to be deemed final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the County routinely uses to post notices of its official business.

Section 5. Bids for Notes.

Written bids for the sale of the Notes shall be received by the County on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right, in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale for the Notes.

Section 6. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the “Note Purchase Agreement”), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take

such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 7. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 8. Authorization to Act.

The officers of the County, attorneys for the County, or other agents or employees of the County are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all the provisions of this resolution.

Section 9. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be and the same are hereby rescinded insofar as they may so conflict.

Section 10. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: July 19, 2016

County Board Chairperson

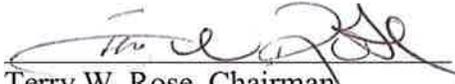
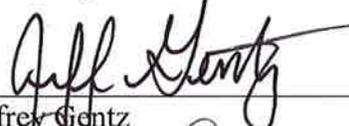
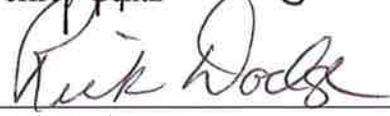
County Clerk

County Executive

Subject: A Resolution Authorizing and Providing for the Issuance of
 Not to Exceed \$14,100,000 General Obligation Promissory Notes;
 Providing for the Notification and Sale of said Notes;
 and Other Related Details

Approved by:

FINANCE/ADMINISTRATION COMMITTEE:

<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Terry W. Rose, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Ronald J. Frederick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Edward Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daniel Esposito				
 Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



EHLERS
LEADERS IN PUBLIC FINANCE

July 14, 2016

Pre-Sale Report Update # 1 for Kenosha County, Wisconsin

(Update to original report reviewed by County Board 11/12/15)

\$14,100,000 General Obligation Promissory Notes, Series 2016A



Prepared by:

Michael C. Harrigan, CIPMA
Senior Municipal Advisor/Board Chairman

And

Dawn Gunderson-Schiel, CIPMA/CPFO
Senior Municipal Advisor/Vice President

And

Todd Taves, CIPMA
Senior Municipal Advisor/Principal



Executive Summary of Proposed Debt

Proposed Issue:	\$14,100,000 General Obligation Promissory Notes, Series 2016A
Purposes:	<p>The proposed issue includes financing for the following purposes:</p> <p>2016 Capital Projects, including highway improvements, equipment and contribution to KABA for Economic Development</p> <ul style="list-style-type: none"> General Obligation Promissory Notes, Series 2016A debt service will be paid from ad valorem property taxes.
Authority:	<p>The Notes are being issued pursuant to Wisconsin Statute:</p> <ul style="list-style-type: none"> 67.12(12) <p>The Notes will be general obligations of the County for which its full faith, credit and taxing powers are pledged.</p> <p>The Notes count against the County's General Obligation Debt Capacity Limit of 5% of total County Equalized Valuation. Following issuance of the Notes, the County's total General Obligation debt principal outstanding will be approximately \$119 million which is 18% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$539 million.</p>
Term/Call Feature:	<p>The Notes are being issued for a 10 year term. Principal on the Notes will be due on September 1 in the years 2017 through 2026. Interest is payable every six months beginning March 1, 2017.</p> <p>The Notes maturing on and after September 1, 2024 will be subject to prepayment at the discretion of the County on September 1, 2023 or any date thereafter.</p>
Bank Qualification:	Because the County is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the County will be not able to designate the Notes as "bank qualified" obligations.
Rating:	<p>The County's most recent bond issues were rated "AA" by Standard & Poor's and "AA" by FitchRatings. The County will request new ratings for the Notes.</p> <p>If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the County's bond rating in the event that the bond rating of the insurer is higher than that of the County.</p>
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes based on:



	<ul style="list-style-type: none"> • The County having adequate General Obligation debt capacity to undertake this financing. • The expectation this form of financing will provide the overall lowest cost of funds while also meeting the County’s objectives for term, structure and optional redemption. • The County’s current Capital Improvements Plan which identified issuance of General Obligation Promissory Notes to finance these projects.
<p>Method of Sale/Placement:</p>	<p>In order to obtain the lowest interest cost to the County, we will competitively bid the purchase of the Notes from local and national underwriters/banks.</p> <p>We have included an allowance for a minimum bid of 1.01% of the principal amount of the issue. This premium is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Notes are purchased at a price greater than the minimum bid amount, the unused allowance may be used to lower your borrowing amount or deposited into the debt service fund.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes.</p> <p>The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the County’s objectives for this financing.</p>
<p>Other Considerations:</p>	<p>The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the County retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.</p>



<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the County and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the County’s outstanding debt and will alert you to any future refunding opportunities.</p>
<p>Continuing Disclosure:</p>	<p>Because the County has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the County will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain “material events” to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The County is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
<p>Arbitrage Monitoring:</p>	<p>Because the Notes are tax-exempt securities/tax credit securities, the County must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.</p>
<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Foley & Lardner LLP</p> <p>Paying Agent: Issuer unless term bonds offered, then BTSC</p> <p>Rating Agency: S&P and FitchRatings</p>

This presale report summarizes our understanding of the County’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the County’s objectives.



Proposed Debt Issuance Schedule

Original Pre-Sale Review by County Board:	November 12, 2015
Pre-Sale Update # 1 Review by Finance Committee & Recommendation on Set Sale Resolution	July 14, 2016
Pre-Sale Update # 1 Review by County Board & Adoption of Set Sale Resolution	July 19, 2016
Distribute Official Statement:	August 8, 2016
Conference with Rating Agency:	Week of July 25, 2016
County Board Meeting to Award Sale of the Bonds:	August 16, 2016
Estimated Closing Date:	September 1, 2016

Attachments

- Sources and Uses of Funds
- 5 Year Capital Outlay/Project Plan
- Proposed Debt Service Schedule/Tax rate impact
- Debt Ratio Analysis
- Bond Buyer Index

Ehlers Contacts

Municipal Advisors:	Michael Harrigan	(262) 796-6165
	Dawn Gunderson	(262) 796-6166
	Todd Taves	(262) 796-6173
Disclosure Coordinator:	Sue Porter	(262) 796-6167
Financial Analyst:	Mary Zywiec	(262) 796-6171

The Official Statement for this financing will be mailed to the County Board at their home address or e-mailed for review prior to the sale date.



Current Plan - CIP 2016-2020

\$14,260,000 Minimum BID (101.135%)

	2016	2017	2018	2019	2020	TOTAL
	NOTES	NOTES	NOTES	NOTES	NOTES	
Capital Projects	13,105,000	10,635,000	10,725,000	11,075,000	11,625,000	57,165,000
KABA Economic Development	750,000	250,000	500,000	500,000	500,000	2,500,000
Total County Projects	\$13,855,000	\$10,885,000	\$11,225,000	\$11,575,000	\$12,125,000	\$59,665,000
Bid Premium/Funds Deposited to Debt Service Fund	\$300,988					
Underwriter's Discount	\$98,700	\$111,050	\$114,550	\$118,050	\$123,650	\$566,000
Premium Bid (Built into Rates)	(\$258,754)					
Costs of Issuance	\$109,075	\$111,980	\$117,730	\$118,580	\$119,840	\$577,205
TOTAL CAPITAL REQUIRED	\$14,105,009	\$11,108,030	\$11,457,280	\$11,811,630	\$12,368,490	60,850,439
Less Interest Earnings/Rounding	(\$5,009)	(\$3,030)	(\$2,280)	(\$6,630)	(\$3,490)	(\$20,439)
TOTAL ISSUE	\$14,100,000	\$11,105,000	\$11,455,000	\$11,805,000	\$12,365,000	\$60,830,000



Year	Total General Obligation P&I	\$14,100,000			\$11,105,000		\$11,455,000		\$11,805,000		\$12,365,000		\$12,500,000		\$12,750,000		\$13,000,000		IRS Rebate ³ on Prior Issues (Delayed 1 Year)	Less Debt issued on behalf of City of Kenosha 2009 and 2010	Less: Brookside Revenues ⁴	Funds Available from Levy/ Prem Bid Dep to DS 2014/15 Issues	Total Proposed Levy for Debt	TID Out Equalized Value Projection w/Actual 2014 EV and 2015 Values	Change in TID out EV	Eq Rate For Debt Pmts target 1.50	G.O. Principal Outstanding At Year End	Year	
		Princ (9/1)	Est. Int.	Bid Prem dep to DS	Princ (8/1)	Est. Int. 4.00%	Princ (8/1)	Est. Int. 4.50%	Princ (8/1)	Est. Int. 4.70%	Princ (8/1)	Est. Int. 4.80%	Princ (8/1)	Est. Int. 4.90%	Princ (8/1)	Est. Int. 4.95%	Princ (8/1)	Est. Int. 5.00%											
2015	14,949,813																		(314,658)	(323,208)		(282,768)	14,029,179	11,741,940,000	2.60%	1.19	117,980,000	2015	
2016	16,035,464																		(222,714)	(327,480)	0	(1,080,915)	14,404,355	12,116,668,100	3.19%	1.19	119,105,000	2016	
2017	15,820,496	200,000	2.25%	300,988	(300,988)														0	(342,562)	0	(582,319)	15,095,616	12,177,251,441	0.50%	1.24	117,000,000	2017	
2018	14,387,063	780,000	2.25%	296,488		500,000	444,200												0	(345,818)	(638,800)	(91,405)	15,331,727	12,238,137,698	0.50%	1.25	115,350,000	2018	
2019	13,654,458	780,000	2.25%	278,938		475,000	424,200	470,000	526,930										0	(359,202)	(638,800)		15,611,523	12,299,328,386	0.50%	1.27	114,100,000	2019	
2020	12,857,351	830,000	2.25%	261,388		625,000	405,200	700,000	505,310	300,000	554,835								0	(369,230)	(638,800)		16,031,053	12,360,825,028	0.50%	1.30	113,190,000	2020	
2021	12,361,843	1,435,000	2.25%	242,713		675,000	380,200	590,000	473,110	550,000	540,735	300,000	593,520						0	(378,955)	(1,603,800)		16,159,365	12,422,629,153	0.50%	1.30	111,525,000	2021	
2022	10,959,856	1,535,000	2.25%	210,425		775,000	353,200	850,000	445,970	645,000	514,885	550,000	579,120	200,000	612,500				0	(379,934)	(1,609,850)		16,241,172	12,484,742,299	0.50%	1.30	110,215,000	2022	
2023	8,446,219	2,035,000	2.25%	175,888		1,025,000	322,200	950,000	406,870	850,000	484,570	700,000	552,720	725,000	602,700	400,000	631,125		0	(395,973)	(1,609,850)		16,301,468	12,547,166,011	0.50%	1.30	109,300,000	2023	
2024	6,858,000	2,140,000	2.00%	130,100		1,325,000	281,200	1,000,000	363,170	1,000,000	444,620	850,000	519,120	900,000	567,175	500,000	611,325	250,000	650,000	0	(397,273)	(1,608,950)		16,383,487	12,609,901,841	0.50%	1.30	95,490,000	2024
2025	4,933,238	2,180,000	2.00%	87,300		1,775,000	228,200	1,150,000	317,170	1,150,000	397,620	1,050,000	478,320	1,275,000	523,075	1,000,000	586,575	725,000	637,500	0	(403,448)	(1,607,150)		16,483,399	12,672,951,350	0.50%	1.30	81,110,000	2025
2026	3,239,188	2,185,000	2.00%	43,700		1,925,000	157,200	1,555,000	264,270	1,550,000	343,570	1,140,000	427,920	1,500,000	460,600	1,275,000	537,075	1,000,000	601,250	0	(410,159)	(1,609,450)		16,185,163	12,736,316,107	0.50%	1.27	66,480,000	2026
2027	3,236,975					2,005,000	80,200	2,050,000	192,740	1,800,000	270,720	1,800,000	373,200	1,500,000	387,100	1,500,000	473,963	1,275,000	551,250	0	(406,276)	(1,610,700)		15,479,171	12,799,997,687	0.50%	1.21	51,975,000	2027
2028	3,227,388							2,140,000	98,440	1,875,000	186,120	1,800,000	286,800	1,500,000	313,600	1,500,000	399,713	1,500,000	487,500	0	(402,190)	(1,605,900)		13,306,470	12,863,997,675	0.50%	1.03	39,015,000	2028
2029	3,259,388									2,085,000	97,995	2,075,000	200,400	1,500,000	240,100	1,500,000	325,463	1,500,000	412,500	0	(408,032)	(1,609,250)		11,178,563	12,928,317,664	0.50%	0.86	27,590,000	2029
2030	2,840,650											2,100,000	100,800	1,600,000	166,600	1,500,000	251,213	1,500,000	337,500	0	(264,323)	(1,606,025)		8,526,415	12,992,959,252	0.50%	0.66	18,440,000	2030
2031	2,062,213													1,800,000	88,200	1,750,000	176,963	1,500,000	262,500	0		(1,606,400)		6,033,475	13,057,924,048	0.50%	0.46	11,635,000	2031
2032	1,832,450															1,825,000	90,338	1,800,000	187,500	0		(1,608,600)		4,126,688	13,123,213,669	0.50%	0.31	6,415,000	2032
2033	1,608,600																	1,950,000	97,500	0		(1,608,600)		2,047,500	13,188,829,737	0.50%	0.16	3,035,000	2033
2034	1,606,400																			0		(1,606,400)		0	13,254,773,886	0.50%	0.00	1,550,000	2034
2035	1,612,000																			0		(1,612,000)		0	13,321,047,755	0.50%	0.00	0	2035
2036																				0		0		0	13,387,652,994	0.50%	0.00	0	2036
Total	155,789,049	14,100,000	2,027,925	(300,988)	11,105,000	3,076,000	11,455,000	3,593,980	11,805,000	3,835,670	12,365,000	4,111,920	12,500,000	3,961,650	12,750,000	4,083,750	13,000,000	4,225,000	(537,372)	(5,914,062)	(26,039,325)	(2,037,407)	248,955,790						

¹ Rates based on Aa2 NON BQ sale June 2016

² 2015 Brookside Debt Service based on Final Sale Results

³ Rebate for 2015 levy (2014 rebate) has been reduced by 7.2%, Rebate for 2016 levy (2015 rebate) has been reduced by 7.30%

⁴ Offsetting Revenues based on spreadsheet provided to County 8/17/14, may be adjusted in future

Kenosha County

2016 General Obligation Note Allocations

Pre Sale Estimates

				ROUNDED ALLOCATION
Total Financing Costs	\$13,855,000	100.00%	Bond Size	\$14,100,000
Capital Projects	\$13,105,000	94.59%	\$13,336,738	\$13,335,000
KABA Projects	\$750,000	5.41%	\$763,262	\$765,000
	\$13,855,000	100.00%		\$14,100,000

Dated 9/1/16

	Principal 9/1	Interest	Bid Prem Dep to DS Fund	Net Total
2017	\$200,000	\$284,450	(\$284,450)	\$484,450
2018	\$700,000	\$279,950		\$979,950
2019	\$700,000	\$264,200		\$964,200
2020	\$750,000	\$248,450		\$998,450
2021	\$1,350,000	\$231,575		\$1,581,575
2022	\$1,450,000	\$201,200		\$1,651,200
2023	\$1,950,000	\$168,575		\$2,118,575
2024	\$2,050,000	\$124,700		\$2,174,700
2025	\$2,090,000	\$83,700		\$2,173,700
2026	\$2,095,000	\$41,900		\$2,136,900
TOTA	\$13,335,000	\$1,928,700	(\$284,450)	\$15,263,700

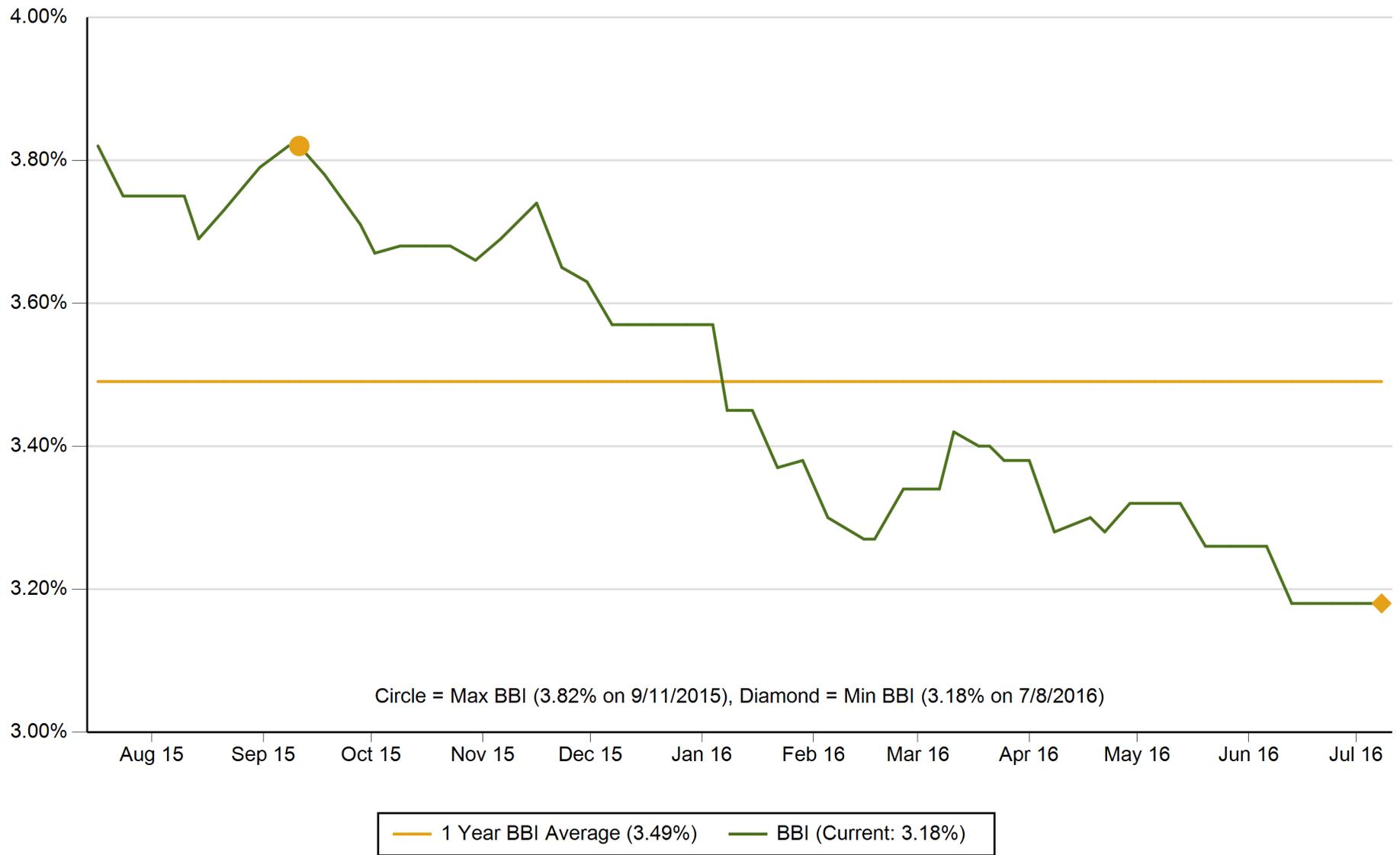
	Principal 9/1	Rate	Interest	Bid Prem Dep to DS Fund	Net Total
	\$0	2.250%	\$16,538	(\$16,538)	\$16,538
	\$80,000	2.250%	\$16,538		\$96,538
	\$80,000	2.250%	\$14,738		\$94,738
	\$80,000	2.250%	\$12,938		\$92,938
	\$85,000	2.250%	\$11,138		\$96,138
	\$85,000	2.250%	\$9,225		\$94,225
	\$85,000	2.250%	\$7,313		\$92,313
	\$90,000	2.000%	\$5,400		\$95,400
	\$90,000	2.000%	\$3,600		\$93,600
	\$90,000	2.000%	\$1,800		\$91,800
TOTA	\$765,000		\$99,225	(\$16,538)	\$864,225

	TOTAL PRINCIPAL	TOTAL INTEREST	Bid Prem Dep to DS Fund	NET TOTAL PAYMENTS
	\$200,000	\$300,988	(\$300,988)	\$200,000
	\$780,000	\$296,488		\$1,076,488
	\$780,000	\$278,938		\$1,058,938
	\$830,000	\$261,388		\$1,091,388
	\$1,435,000	\$242,713		\$1,677,713
	\$1,535,000	\$210,425		\$1,745,425
	\$2,035,000	\$175,888		\$2,210,888
	\$2,140,000	\$130,100		\$2,270,100
	\$2,180,000	\$87,300		\$2,267,300
	\$2,185,000	\$43,700		\$2,228,700
TOTAL	\$14,100,000	\$2,027,925	(\$300,988)	\$15,826,938

Assumes NONBQ scale Aa2 + .30 (June Rates)

1 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates July, 2015 - July, 2016



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



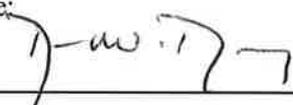
Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

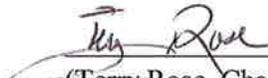
Authorizing Resolution 2017 Kenosha County Budget – Advisory Levy Objective			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted July 14, 2016		Date Resubmitted:	
Submitted By: Finance/Administration Committee			
Fiscal Note Attached : Yes		Legal Note Attached <input type="checkbox"/>	
Prepared By: Barna Bencs, Finance Division		Signature: 	

Be it resolved, that the Kenosha County Board of Supervisors does hereby advise that the 2017 Kenosha County general purpose property tax levy may increase in an amount not to exceed 2.87% over the 2016 Kenosha County general purpose property tax levy. This levy objective shall apply to the operating and debt levy in accord with Kenosha County Financial Policy Management Statement – Annual County Budget Advisory Levy Objective as approved by the County Board.

Approved by:

Finance/Administration Committee

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
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 (Terry Rose, Chairman)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 (Ronald J. Frederick, Vice Chair)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 (Edward Kubicki)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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2017 Advisory Levy Resolution – Page 2



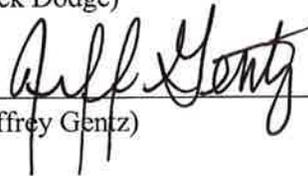
(Greg Retzlaff)

Excused

(Daniel Esposito)



(Rick Dodge)



(Jeffrey Gentz)

2017 Levy Forecast

Anticipated Increases in Levy

Health Insurance/Prescription cost increase	\$	1,700,000
Personnel expense increases (Salaries/OT/Temp)	\$	1,300,000
Human Services levy increase (possible mental health costs)	\$	300,000
Joint Services levy increase	\$	250,000
Sheriff Revenue decrease- Process/Huber/Phone	\$	250,000
IT Data Processing expense increases	\$	225,000
Workers Comp/Liability Insurance increase	\$	150,000
Total Levy Increase	\$	4,175,000

Anticipated Decreases in Levy

Sales Tax Revenue increase	\$	500,000
Circuit Court, ROD, Treasurer Revenue increase	\$	100,000
Total Levy Reductions	\$	600,000

Projected Levy increase for operations	\$	3,575,000
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Increase in Debt Service levy	\$	148,699
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Total Levy increase required for 2017 Budget	\$	3,723,699
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2017 County General Purpose Levy @ 2.87%	\$	63,869,670
2016 County General Purpose Levy	\$	62,087,751
Levy increase using Advisory Levy limit	\$	1,781,918
Projected Levy increase without debt service	\$	3,575,000
Debt Service levy increase	\$	148,699
Total Levy increase including debt service	\$	3,723,699
Total amount necessary to cut	\$	1,941,781

Advisory Levy Objective	2.87%
Estimate for New Construction (2015)	2.77%
Levy increase for average home	0.10%
2015 CPI-U percentage	0.10%
Inflation Adjusted Increase/(Decrease)	0.00%

Fiscal Note

Report Regarding Annual County Budget – Advisory Levy Objective

Levy Objective Benchmark

It is estimated that adopting a levy objective of 2.87% adjusting for inflation will have no effect to the average homeowner.

This estimate is arrived at as follows: Using 2.77% as an estimate of new construction, a levy of 2.87% would result in a 0.10% increase in levy for the average homeowner. The Consumer Price Index (CPI) for the last calendar year was 0.10%. Applying a 0.10% CPI decrease to the range results in a zero effect for the average homeowner.

Fiscal Impact of Levy Objective

The Administration estimates presently that in order to achieve the 2.87% levy objective, it will be necessary to increase revenue or reduce spending by a combined net total of \$1.942 million dollars. Certain major factors that could influence this amount positively or negatively are any State budget changes, sales tax revenue, health insurance, interest earnings, Human Services placement costs, Human Services intergovernmental aids, jail revenue for the housing of federal inmates, and any economic development initiatives. It is not known at this time whether achieving this levy objective would impact programs or services. The Administration will identify this as part of the budget process, if necessary. There are presently no new County Board adopted programs that would impact the 2017 levy.

Debt Service

Debt service shall be included as part of the levy objective. Debt service will be currently projected to increase \$148,699 in 2017.

Report Prepared By:
Barna Bencs
Finance Consultant
July 14, 2016

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Resolution Regarding The Culick/Schneider Memorial Fund Established for Brookside Care Center			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016	Date Resubmitted:		
Submitted By: Brookside Board of Trustees, Human Services and the Finance & Administration Committees			
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>		
Prepared By: Dave Geertsen, Director of Finance and Administration	Signature: 		

WHEREAS, Brookside Care Center was named as a beneficiary of the Estate of Max J. Culick in 1979 and the Kenosha County Board of Supervisors accepted the donation of approximately \$72,000 and created the non-expendable trust fund entitled the Brookside Memorial Fund; and

WHEREAS, Brookside Care Center was named as a beneficiary of the Estate of Oswald Schneider in 1997 and the Kenosha County Board of Supervisors accepted the donation of approximately \$25,000, deposited it in the Brookside Memorial Fund and changed the name of the fund to the Culick/Schneider Memorial Fund in 1998; and

WHEREAS, when the Culick/Schneider Memorial Fund was created, the Kenosha County Board of Supervisors stated that unless otherwise authorized by the Kenosha County Board of Supervisors to expend the principal, the Board of Trustees of Brookside Care Center was only given the authority to appropriate and expend the interest earned in this fund for the purpose of benefitting Brookside Care Center or its residents; and

WHEREAS, since the creation of the Culick/Schneider Memorial Fund in 1998, the non-expendable trust has failed to earn significant interest to be used for the benefit of Brookside Care Center or its residents due to the low interest rate environment; and

WHEREAS, resolution 118 adopted in 2010 approved by the County Board of Supervisors authorized the Brookside Board of Trustees to accept all monetary and non-monetary donations on behalf of Brookside, and to use these proceeds solely for the benefit of Brookside residents and authorized the establishment of the Brookside Care Center Endowment Fund to be used for the purpose of accepting charitable and tax-exempt donations, gifts and legacies for the benefit of Brookside Care Center and its residents; and

WHEREAS, the Endowment Fund is placed with the Kenosha Community Foundation, which has fiduciary obligations to Kenosha County, and distributions from the Fund are ordinarily made out of the interest only so the principal of the Fund is preserved; and

WHEREAS, Brookside Care Center and the Board of Trustees of the Brookside Care Center desire to transfer the principal from the Culick/Schneider Memorial Fund to the Brookside Care Center Endowment Fund to consolidate the funds for ease of administration, for better performance and to further benefit Brookside Care Center and its residents; and

WHEREAS, there were no known restrictions placed on the donations made by Estate of Max J. Culick or the Estate of Oswald Schneider and the transfer of this money will not in any way violate the intentions of the original donors, but will better fulfill the spirit and intent of the original donors.

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby agrees to transfer the funds currently in the Culick/Schneider Memorial Fund to the Brookside Care Center Endowment Fund.

BE IT FURTHER RESOLVED, that Brookside Care Center, the Brookside Board of Trustees or the Kenosha County Department of Finance and Administration are hereby authorized to execute any documents necessary to carry out the intent of this resolution.

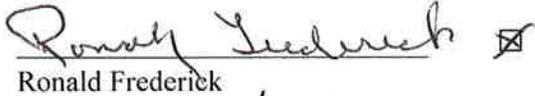
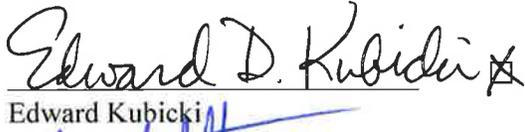
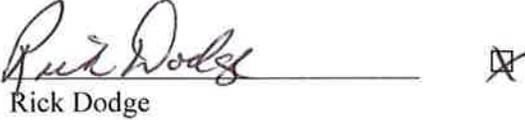
*Be it further resolved, the full
be named Brookside Culick/
Schneider, Best all. Endowment
Fund*

Resolution Regarding the Culick/Schneider Memorial Fund Established for Brookside

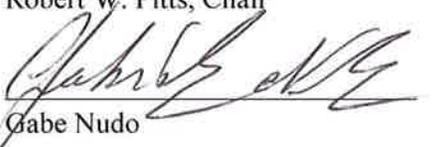
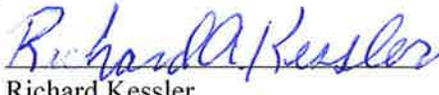
Dated at Kenosha County, Wisconsin, this 19th day of July, 2016.

Approved by:

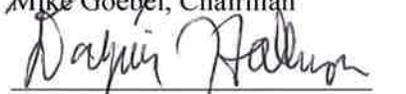
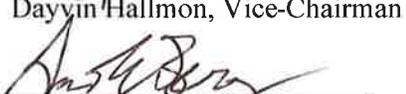
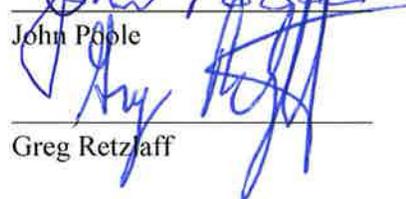
FINANCE/ADMINISTRATION
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Terry Rose, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Ronald Frederick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeff Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Edward Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Daniel Esposito				
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BROOKSIDE BOARD OF TRUSTEES

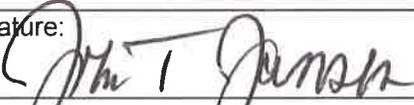
	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Robert W. Pitts, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Gabe Nudo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Richard Kessler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ John O'Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 RONALD JOHNSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

HUMAN SERVICES COMMITTEE:

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Mike Goebel, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Dayvin Hallmon, Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Leah Blough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzjaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

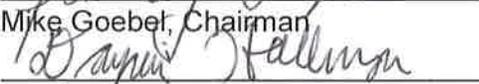
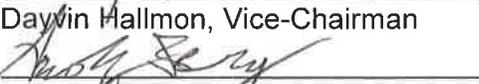
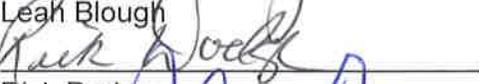
Subject: RESOLUTION TO APPROVE THE APPOINTMENT OF LAUREN FOX TO THE KENOSHA COUNTY BOARD OF ADMINISTRATIVE APPEALS			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted:	
Submitted By: Human Services Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: John T. Jansen		Signature: 	

WHEREAS, pursuant to County Executive Appointment 2016/17-8, the County Executive has appointed Lauren Fox to serve on the Kenosha County Board of Administrative Appeals, and

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Kenosha County Board of Administrative Appeals and is recommending to the County Board the approval of this appointment, and

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Lauren Fox to the Kenosha County Board of Administrative Appeals. Ms. Fox to serve a three-year term effective immediately upon confirmation of the County Board and continuing until the 30th day of June, 2019, or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. Ms. Fox will serve without pay, but will receive a per diem and will be succeeding herself.

HUMAN SERVICES COMMITTEE:

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Mike Goebel, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Dayvin Hallmon, Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Leah Blough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2016/17-8

RE: KENOSHA COUNTY BOARD OF ADMINISTRATIVE APPEALS

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in her judgment and based upon her qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Ms. Lauren Fox
9009 360th Avenue
Twin Lakes, WI 53181

to serve a three-year term on the Kenosha County Board of Administrative Appeals beginning immediately upon confirmation of the County Board and continuing until the 30th day of June, 2019, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

The Board of Administrative Appeals meets as needed. There have been no meetings held since Ms. Fox's last appointment.

Ms. Fox will serve without pay, but will receive a per diem. Ms. Fox will be succeeding herself.

Respectfully submitted this 16th day of June, 2016.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE

KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: LAUREN ANN Fox
First Middle Last

Residence Address: 9009 360 AVENUE TWIN LAKES WIS 53181

Previous Address if above less than 5 years: _____

Occupation: RETIRED _____
Company Title

Business Address: N/A

Telephone Number: Residence 262-295-8126 Business N/A

Daytime Telephone Number: 262-295-8126

Mailing Address Preference: Business () Residence

Email Address: LAUREN.FOX.OL@YAHOO.COM

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No

If yes, please attach a detailed document.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

SUPERVISOR - TOWN OF RONDALL TOWN BOARD

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

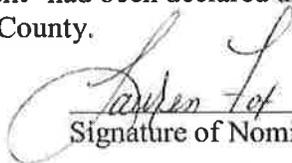
*If more space is needed, please attach another sheet.
Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

KENOSHA COUNTY REPRESENTATIVE - ADMINISTRATIVE Appeals -
FOOD SHARE, MEDICAID

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.


Signature of Nominee

5-12-2016
Date

Please Return To: Kenosha County Executive
1010 - 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment _____

Previous Terms: _____

Lauren Fox
9009 360 Avenue
Twin Lakes, Wisconsin 53181

1993-2012 Supervisor, Department of Human Services, Division of Workforce
Development

My duties during the above time period were comprised not only of supervising Human Services staff but also involved representing the Department in the Administrative Appeal process. This process involved presenting credible evidence based on Administrative Law, Wisconsin State Statutes and program policies to uphold negative actions taken by the Department. The programs impacted by the Department's negative actions and subject to the appeal process were SNAP (foodshare), Family, Single and Elderly and Disabled Medicaid, Nursing Home Medicaid, Wisconsin Shares (childcare) and Wisconsin Works (W2).

The Administrative Appeal process is held before an Administrative Law Judge with sworn testimony taken from the recipient, witnesses and the representative of the Department. It is the responsibility of the Department's representative to research and determine the appropriate evidentiary documents to submit to the Law Judge that substantiate the action taken was correct based on relevant law. The testimony from all parties is recorded and taken under oath with oral arguments as part of the testimony.

The decision of the Administrative Law Judge is submitted to all parties with the option of proceeding to Circuit Court or a review by the Department of Administration legal counsel which required the Department representative to be accurate, unbiased and in compliance with all aspects of the various program requirements.

KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

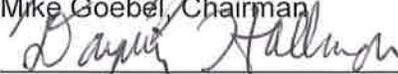
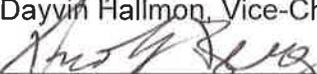
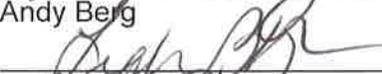
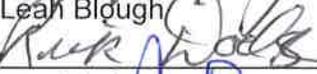
Subject: RESOLUTION TO APPROVE THE APPOINTMENT OF BROOKE INFUSINO TO THE KENOSHA COUNTY WORKFORCE DEVELOPMENT BOARD			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted:	
Submitted By: Human Services Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: John T. Jansen		Signature: 	

WHEREAS, pursuant to County Executive Appointment 2016/17-9, the County Executive has appointed Brooke Infusino to serve on the Kenosha County Workforce Development Board, and

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Kenosha County Workforce Development Board and is recommending to the County Board the approval of this appointment, and

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Brooke Infusino to the Kenosha County Workforce Development Board. Ms. Infusino to serve a three-year term effective immediately upon confirmation of the County Board and continuing until the 30th day of April, 2019, or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. Ms. Infusino will serve without pay and will be succeeding herself.

HUMAN SERVICES COMMITTEE:

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Mike Goebel, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Dayvin Hallmon, Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Leah Blough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2016/17-9

RE: KENOSHA COUNTY WORKFORCE DEVELOPMENT BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in her judgment and based upon her qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Ms. Brooke Infusino
Director of Talent Development
Kenosha Area Business Alliance
5500 6th Avenue, Suite 200
Kenosha, WI 53140

to serve a three-year term on the Kenosha County Workforce Development Board beginning immediately upon confirmation of the County Board and continuing until the 30st day of April, 2019, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since her last appointment, Ms. Infusino has attended 8 of the 10 meetings held. One absence was excused and one absence was not excused.

Ms. Infusino will serve without pay. Ms. Infusino will be succeeding herself.

Respectfully submitted this 16th day of June, 2016.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE

KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: Brooke Ann Infusino
First Middle Last

Residence Address: 675 Sheridan Road

Previous Address if above less than 5 years: 993 Bedford Court, Racine

Occupation: KABA Director of Talent Development
Company Title

Business Address: 5500 6th Ave. Suite 200, Kenosha

Telephone Number: Residence 262.902.8751 Business 262.925.3464

Daytime Telephone Number: 262.925.3464

Mailing Address Preference: Business () Residence ()

Email Address: binfusino@kaba.org

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No ()

If yes, please attach a detailed document.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Y-Link, Director

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Kenosha Public Library
Kenosha Literacy Council

*If more space is needed, please attach another sheet.
Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.

Kenosha County Workforce Development Board

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Brenton H. H. H.
Signature of Nominee

April 26, 2016
Date

Please Return To: Kenosha County Executive
1010 - 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

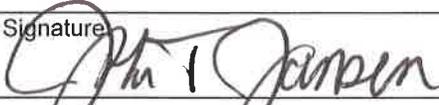
New Appointment _____

Reappointment _____

Previous Terms: _____

KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

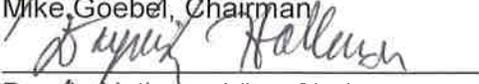
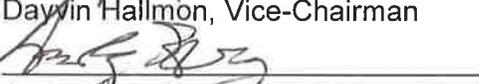
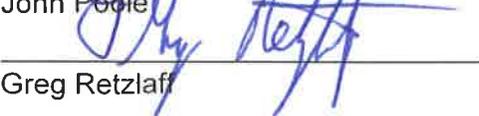
Subject: RESOLUTION TO APPROVE THE APPOINTMENT OF PAUL HEGLAND TO THE KENOSHA COUNTY WORKFORCE DEVELOPMENT BOARD			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted:	
Submitted By: Human Services Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: John T. Jansen		Signature: 	

WHEREAS, pursuant to County Executive Appointment 2016/17-10, the County Executive has appointed Paul Hegland to serve on the Kenosha County Workforce Development Board, and

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Kenosha County Workforce Development Board and is recommending to the County Board the approval of this appointment, and

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Paul Hegland to the Kenosha County Workforce Development Board. Mr. Hegland's appointment shall be effective immediately upon confirmation of the County Board and continuing until the 30th day of April, 2019, or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. Mr. Hegland will serve without pay and will be succeeding Dr. Gregory Woodward.

HUMAN SERVICES COMMITTEE:

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Mike Goebel, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Darwin Hallmon, Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Leah Blough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2016/17-10

RE: KENOSHA COUNTY WORKFORCE DEVELOPMENT BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Mr. Paul Hegland
Carthage College
2001 Alford Park Drive
Kenosha, WI 53140

to serve a term on the Kenosha County Workforce Development Board beginning immediately upon confirmation of the County Board and continuing until the 30th day of April, 2019, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Hegland will serve without pay.

Mr. Hegland will be succeeding Dr. Gregory Woodward.

Respectfully submitted this 16th day of June, 2016.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
COUNTY BOARD CHAIR APPOINTMENT

APPOINTMENT PROFILE

KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: PAUL R. HEGLAND
First Middle Last

Residence Address: 1403 - 56th STREET, KENOSHA 53140

Previous Address if above less than 5 years: _____

Occupation: CARTHAGE COLLEGE SECRETARY of the BOARD of TRUSTEES
Company Title EXEC. DIR. GOVT + PROFESSIONAL RELATIONS + POLICY ADMINISTRATION

Business Address: 2001 ALFORD PARK DR. KENOSHA 53140

Telephone Number: Residence 262-657-4322 Business 262-551-5708

Daytime Telephone Number: _____

Mailing Address Preference: Business () Residence ()

Email Address: paul@carthage.edu

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No (X)

If yes, please attach a detailed document.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

KIWANIS BREAKFAST CLUB of KENOSHA
BOARD of DIRECTORS, KENOSHA PUBLIC MUSEUMS
BOARD of DIRECTORS, KENOSHA TOURISM CORP.

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

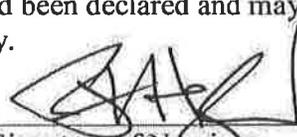
*If more space is needed, please attach another sheet.

Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.



Signature of Nominee

6 June 2016

Date

Please Return To: County Board of Supervisors
1010 -- 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____

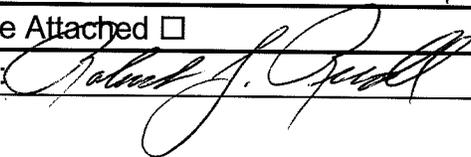
Reappointment _____

Previous Terms: _____



**KENOSHA COUNTY
BOARD OF SUPERVISORS**

RESOLUTION NO. ____

Subject: Resolution to Approve the Successor Labor Agreement between the County of Kenosha and the Kenosha County Deputy Sheriff's Association			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: <u>July 19, 2016</u>		Date Resubmitted	
Submitted By: Judiciary and Law Committee, Finance and Administration Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert J. Riedl		Signature: 	

WHEREAS, negotiations for a successor labor agreement between Kenosha County and the Kenosha County Deputy Sheriff's association were recently concluded; and

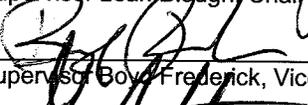
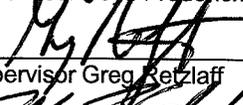
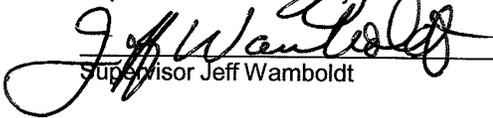
WHEREAS, the negotiations have culminated in a three-year labor agreement ending December 31, 2019 which has since been ratified by the union; and

WHEREAS, Kenosha County is desirous of maintaining and promoting a sound and stable relationship with its employee organizations; and

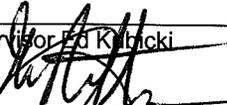
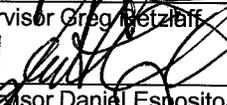
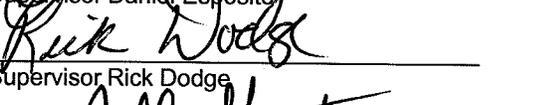
WHEREAS, the Judiciary and Law Committee and the Finance and Administration Committee have reviewed said labor agreement; and

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approve and adopt said labor agreement, the originals of which are herewith attached.

Respectfully Submitted,
JUDICIARY AND LAW COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Leah Blough, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Boyd Frederick, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Greg Retzlaff	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Mike Skalik	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ronald J. Frederick, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ed Kulbicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Supervisor Daniel Esposito	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CBA Tentative Agreements County of Kenosha/Kenosha Deputy Sheriff's Association

- Three year agreement
 - 2017 2% paid on July 9, 2017
 - 2018 2% paid on July 8, 2018
 - 2019 3% paid on June 30, 2019
- Six month wage schedule replaces starting wages (see attached).
- New hires no longer qualify for the \$1,000 bonuses in the first year of employment.
- Continue managing Section 6.2.1 Shifts as current, adjusting starting times as necessary with employee/union cooperation.
- Eliminate Section 6.3

Language change eliminates shift differential

- Amend Section 8.1. Probationary Period as follows.
All newly hired regular full-time employees in the bargaining unit shall be considered probationary employees from the date of hire until one (1) year, from the first day of phase one of the Field Training Officer (FTO) program. All such employees shall enjoy holiday pay benefits as hereinafter provided in this Agreement, during the probationary period. The employee shall receive the classification rate indicated during and on completion of probation (see Appendix "A" attached).

Language change expands probationary period for new deputies

- Amend Section 12.2.(a) Casual Days as follows:
No more than one of six (6) casual days may be used on a holiday. Holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, December 24th, Christmas Day and December 31st.

Language change reduces from three to one the number of casual days to be used on holidays.

- Eliminate Section 18.6
Superfluous language.

- Change overtime language Section 19.4(a) increasing overtime pool to 30 from 25; Section 19.4 (d) decreasing overtime shift to 375 from 4; Section 19.4 (h) to four hours from three hours for holdover

(a) The county shall post a quarterly overtime sheet. The Deputies indicating willingness to work by signing on the list shall be paged and the most senior Deputy returning the call within 20 minutes will receive the assignment. If none of the volunteers can be contacted, the rotating order-in list using the 30 least senior Deputies will be

utilized The expansion of the order-in list from 25 to 30 will occur by hiring new deputies beginning with those hired in 2016.

Selecting beyond the 30 least senior Deputies would be necessary in the event of a significant occurrence(s). In the event that the overtime is for a Hospital Guard assignment, Detectives shall be allowed to request the assignment prior to utilizing the rotating order-in list. In this event, all Detectives shall be paged and the most senior Detective returning the call within 20 minutes shall receive the assignment. Detective seniority is recognized as the length of time in the detective position.

Changes least senior from 25 to 30

- (b) An order-in would start with the least senior deputy available and rise to the 30th least senior deputy. An order-in should always start with the least senior deputy available who had not received a "credit" for the period.
Changes least senior from 25 to 30
 - (c) The new period would begin at 0600 hours each Sunday.
 - (d) All deputies completing an overtime shift of three and three quarters (3.75) hours or more, voluntary or by order-in, during the period would receive a "credit" for the period.
Changes overtime shift from four hours
 - (e) A deputy who is ordered in will maintain one regularly scheduled day off per his/her workweek.
 - (f) Unavailable defined: Current sheriff's department employment obligations, vacation, casual, or other recognized leave, as well as, supervisor discretion for significant personal events.
 - (g) The demands of an emergency situation would override this procedure.
 - (h) If necessary to provide coverage while the procedure set forth above is followed, the least senior employee on the preceding shift may be held over for up to four (4) hours.
- Self swaps are managed by the flexing language found in the Memorandum of Understanding, signed February 19, 2014 and attached to the collective bargaining agreement.
New language to better manage self swaps.
 - Amend Section 26.3 Effective Dates as follows:

This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect for the term January 1, 2017 through December 31, 2019, inclusive, and shall bind both parties hereto.

- Extend current MOU for grievance 09-115 and grievance 09-116 for the duration of the new CBA

APPENDIX "A"

WAGES

Deputy

	<u>7/9/17</u>	<u>7/8/18</u>	<u>6/30/19</u>
START	47,475.06	48,424.56	49,877.30
12 MONTHS	49,453.20	50,442.26	51,955.53
24 MONTHS	51,431.31	52,459.94	54,033.74
36 MONTHS	53,409.42	54,477.61	56,111.94
48 MONTHS	62,057.87	63,299.03	65,198.00
60 MONTHS	62,988.74	64,248.51	66,175.97
72 MONTHS	63,933.58	65,212.25	67,168.62
84 MONTHS	64,892.57	66,190.42	68,176.13

Detective

	67,709.92	69,064.12	71,136.04
60 MONTHS	68,725.55	70,100.06	72,203.06
72 MONTHS	69,756.44	71,151.57	73,286.12
84 MONTHS	70,802.79	72,218.85	74,385.42

Two percent (2%) increase on July 9, 2017; two percent (2%) increase on July 8, 2018, three percent (3%) increase on June 30, 2019.

K-9 PAY: \$450/month

**Deputies Association Bargaining Unit
Tentative Labor Agreement
2016-2019 Budget Projection**

DRAFT

	2016 Budget	2017 Projection	2018 Projection	2019 Projection	Notes
Salaries	\$5,736,318	\$5,836,704	\$5,953,438	\$6,102,274	¹
FICA	\$438,842	\$446,508	\$455,438	\$466,824	¹
Pension	\$846,902	\$861,723	\$878,957	\$900,931	¹
Life Insurance	\$7,600	\$7,733	\$7,888	\$8,085	¹
<u>Worker's Comp</u>	\$186,741	\$190,009	\$193,809	\$198,654	¹
Total Cost	\$7,216,403	\$7,342,676	\$7,489,530	\$7,676,768	
Total General increase including benefits other than health	\$242,503	\$126,273	\$146,854	\$187,238	
Total percentage increase	3.48%	1.75%	2.00%	2.50%	
Health Insurance	\$1,588,870	\$1,681,024	\$1,770,119	\$1,932,970	²
Health Insurance increase		\$92,154	\$89,094	\$162,851	
Projected fiscal impact of other terms (savings)		(\$15,803)	(\$16,119)	(\$16,522)	
Total - Salary & Benefits	\$8,805,273	\$9,007,898	\$9,243,529	\$9,593,216	
Additional annual cost	\$260,315	\$202,625	\$235,632	\$349,686	
Percentage increase	3.0%	2.3%	2.6%	3.8%	

2016 Health Ins Budget Rates \$8,906 Single Family \$21,375

Total cost increases to \$9,593,216 in 2019. This is an increase of \$787,943, 8.95%, or average of 2.90% per annum from the 2016 Budget.

¹ Projections developed by Kenosha County
² County is using projection of 5.8% increase for health insurance claim annual medical cost trend rate for 2017, 5.3% for 2018, and 9.2% for 2019 per Milliman USA recommendation.

Note: For the purposes of this analysis, the bargaining unit has 20 employees with Single, 66 employees with Family coverage and 7 with no insurance. Immaterial variances from actual 2016 budget may be present as a result of employee turnover, staggered lifts, step increases, position starting dates, staffing changes, and other factors.
 Costing includes a 2.0% wage increase effective 7/9/17, 2.0% effective 7/8/2018 and 3.0% increase effective 6/30/19. In addition, the starting wage will be increased to the current 6 month step increase amount offset with the elimination of the two \$1,000 payments that occurred during the first year of employment. In addition, all shift differential premium payments were eliminated. There is a estimated residual effect on the 2020 budget in the amount of \$112,050 as the 2019 wage increase is effective 6/30/19.

Costing prepared by:
 Kenosha County Department of Finance and Administration

AGREEMENT

between

COUNTY OF KENOSHA, WISCONSIN

and

KENOSHA COUNTY DEPUTY SHERIFF'S UNION

Effective January 1, 2017

through

December 31, 2019

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2014 - 2016 AGREEMENT

This Agreement by and between Kenosha County, hereinafter referred to as the County, and Kenosha County Deputy Sheriff's Union, hereinafter referred to as the Union.

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter contained, the County and Union do covenant and agree as follows:

ARTICLE I - MANAGEMENT RIGHTS

Section 1.1. Except as otherwise provided in this Agreement, Chapter 59.21 of the Wisconsin Statutes and existing Civil Service regulations, the County retains all the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, transfer, demote or suspend or otherwise discharge or discipline for just cause; the right to decide the work to be done and location of work; to contract for work, services or materials; to schedule overtime work; to transfer employees; to take whatever action is necessary to carry out the functions of the County in situations of declared emergency; to establish qualifications for the various job classifications, however, whenever a new position is created or an existing position changed, the County shall establish the job duties and wage level for such new or revised position in a fair and equitable manner subject to the grievance and arbitration procedure of this Agreement. The County shall have the right to adopt reasonable rules and regulations.

ARTICLE II - RECOGNITION AND UNIT OF REPRESENTATION

Section 2.1. Bargaining Unit. The County hereby recognizes the Union as the exclusive collective bargaining representative of all sworn deputy sheriffs and detectives of the Kenosha County Sheriff's Department, but excluding the Sheriff, Chief Deputy Sheriff, all employees holding the rank of Sergeant and above, Civilian Jail Guards and all clerical employees, as their representative for purposes of conferences and negotiations with the County, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment.

Section 2.2. Dues and Fair Share. All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in

the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.

The Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

Section 2.3. Checkoff. The County shall deduct from the first paycheck of each month an amount, certified by the Treasurer of the Union as the uniform dues required of all members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence the month following the completion of sixty (60) days of employment.

The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of the Union within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the County by the Treasurer of the Union at least thirty (30) days prior to the effective date of such change.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

ARTICLE III - CONDUCT OF BUSINESS

Section 3.1. Union Business - When Paid. Except as hereinafter provided in this Article, the Union Agrees that Union business will not be conducted on County time by Union members or officers.

This shall not prevent a member of the Contract Dispute Committee or a member of the Board of Directors or an employee with a grievance from the proper conduct of such grievance in accordance with procedures outlined in this Agreement. The County agrees that the time spent during regularly scheduled working hours in the conduct of such

grievance shall not be deducted from the pay of the member of the Contract Dispute Committee or the member of the Board of Directors or the aggrieved employee.

A representative of the Union having business with individual officers or individual members of the Union may confer with such officers or individual members of the Union during working hours for a reasonable time.

Section 3.2. Union Business - When Not Paid. Committee members or Directors and employees shall not be paid for time spent outside regularly scheduled working hours in the conduct of grievances.

Section 3.3. Designation of Contract Dispute Committee Members. A written list of Contract Dispute Committee members and Directors shall be furnished to the County immediately after their designation and the Union shall notify the County of any changes.

Section 3.4. Representation During Negotiations. The Association shall be represented in all such bargaining or negotiations with the County by such representatives as the Association shall designate, subject to the following:

Three (3) members of the Bargaining Unit will be provided necessary time off with pay to attend meetings for the negotiations. However, no more than two (2) members of the Bargaining Unit from any Unit or Division may be released, in paid or unpaid status, for the purpose of negotiations.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.1. Type of Grievance Covered. The parties agree that the prompt and just settlement of grievances is of mutual interest and concern and that the procedure set forth herein shall be the sole and exclusive method for settling grievances hereunder, section 59.21 of the Wisconsin Statutes notwithstanding. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions as set forth below. In applying this grievance procedure, any party may make reference to past practice and procedure, state law, federal law and local ordinances.

Section 4.2. Procedure. Grievances shall be processed as follows:

Step 1: An employee who has a grievance or complaint shall first discuss it with his supervisor, then with that supervisor's supervisor, and on up the chain of command to include the Sergeant, Lieutenant and Captain, with or without a member of the Contract Dispute Committee present, at the employee's option.

Step 2: If the grievance is not settled at Step 1, it shall be reduced to writing on grievance forms supplied by the County, and presented by the Union to the Sheriff within the grieving employee's first ten working days after the event or occurrence

which gave rise to the complaint. The Sheriff will schedule with the Union within five (5) calendar days (excluding Saturdays, Sundays and holidays) after a meeting is requested, and shall render a written decision on the grievance within ten (10) calendar days (excluding Saturdays, Sundays and holidays) after the meeting.

Step 3: If the grievance is not settled at Step 2, it shall be presented by the Union to the County's Director of Labor Relations and Personnel who shall investigate and meet with Union representatives within seven (7) calendar days (excluding Saturdays, Sundays and holidays) of the Step 2 answer. The written decision of the Director of Labor Relations and Personnel must be submitted to Union representatives within five (5) calendar days (excluding Saturdays, Sundays and holidays) from the date of the Step 3 meeting.

Step 4: If the grievance is not settled at Step 3, the Union may appeal the grievance to Step 4 by notifying the Personnel Committee, in writing, within ten (10) calendar days (excluding Saturdays, Sundays and holidays) of the completion of Step 3. The Personnel Committee and the Union shall meet within fourteen (14) calendar days (excluding Saturdays, Sundays and holidays) of the written appeal. If the Personnel Committee fails to give its disposition of the grievance in writing to the Union within fourteen (14) calendar days (excluding Saturdays, Sundays and holidays) after the parties have met to discuss the grievance, it shall be settled in favor of the grievant. The parties may mutually agree, in writing, to extend the time limit at this step.

Step 5: If the employee's grievance is not settled at Step 4, or, if any grievance filed by the County or the Union cannot be satisfactorily resolved by conference with the appropriate representatives of the Union, either party may submit said grievance to arbitration by giving notice, in writing, within fifteen (15) calendar days (excluding Saturdays, Sundays and holidays), from the date of the Step 4 answer. Within five (5) calendar days (excluding Saturdays, Sundays and holidays) of such notice, the parties shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days (excluding Saturdays, Sundays and holidays), the parties shall request the WERC submit a list of seven (7) staff member arbitrators. The party requesting arbitration shall strike the first name from the list, and the other party shall then strike one name, and thereafter the parties shall strike alternately. The person whose name remains shall be the arbitrator, provided that either party before striking any name shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of this selection by a joint letter from the County and the Union requesting that he set a time and place for the hearing, subject to the availability of the County and Union representatives. The letter shall also specify the issue(s) to the arbitrator.

Section 4.3. Limitation on Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. He shall consider and decide only the particular issue(s) presented to him in writing by the County and the Union and his decision and award shall be based solely on his interpretation of the meaning

or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule in his award. The award of the arbitrator shall be final and binding on the County, the Union, and the employee or employees involved.

Section 4.4. Cost of Arbitrator. Each party shall bear the cost of its representatives and witnesses, and the cost of the Arbitrator shall be shared by the parties equally.

ARTICLE V - LEAVE OF ABSENCE

Section 5.1. Procedure-Personal Leave. Employees with one or more years of continuous service may request a leave of absence without pay, for personal reasons, in writing, to the Sheriff, setting forth the reasons for the request and the length of time requested. The Union will be furnished a copy of the request for personal leave. The Sheriff may grant a leave of absence without pay up to thirty (30) calendar days. Leaves of absence without pay for more than thirty (30) calendar days but less than six (6) months may be granted by the Department Head, with the approval of the Director of Labor Relations and Personnel and the County Board Committee responsible for the department. Leaves of absence without pay which are requested for a period in excess of six (6) months must be approved by the County Executive.

A personal leave may not be granted for the purposes of taking other employment; however, the term "other employment" shall not include elective federal, state, county or municipal offices or Union duties.

Seniority will be accumulated during a leave of absence, unless such leave extends more than one (1) year. After one (1) year on leave, an employee will retain, but not accumulate, seniority for the duration of the leave of absence, except if the leave is for an employee who is elected as Sheriff in which case seniority will accumulate.

An employee on personal leave may request to be returned to work prior to the expiration of the leave by written notice to the Sheriff. The Union will be furnished a copy of the employee's request. The employee will be allowed to return to work to the first available vacancy in his or her classification, or if no vacancy occurs within ninety (90) calendar days, will be allowed to displace the junior employee in the classification.

Section 5.2. Union Activities. Employees selected or elected as delegates to Union conventions, conferences or elective office shall be granted necessary leave time without pay unless the County is unable to find a qualified replacement for a position which must be filled, except where the application for such leave is made two (2) weeks in advance of the absence.

Section 5.3. Benefits. All leaves of absence are without pay and benefits coverage. However, an employee may continue coverage of his hospitalization insurance by prepaying the proper premium prior to the start of the leave.

ARTICLE VI - WORK SCHEDULE

Section 6.1. Workday and Workweek. The standard workweek shall be eight hours and fifteen minutes, (8 hours, 15 minutes) per day with employees working a 5-2/5-3 workweek.

In addition, notwithstanding any language to the contrary in this contract, employees working a 5-2/5-3 schedule shall not be entitled to any holidays. An employee who is on sick leave or worker's compensation shall revert to a straight forty (40) hour workweek. This method of scheduling will not be discontinued unless mutually agreed by the parties to this Agreement.

Certain jobs may be assigned to work an eight (8) hour, five (5) day, Monday through Friday schedule. Examples of assignments falling under this schedule are:

1. Court Officers
2. Inmate Transport Officers
3. Process Servers
4. Community Relations Officers
5. Work Crew Officers
6. Certain assigned Detectives
7. Support Services Officers
8. School Resource Officers

Section 6.2. Shifts. There shall be three (3) shifts. Employees on the first shift shall work from 5:45 a.m. to 2:00 p.m. or 6:45 a.m. to 3:00 p.m. or 7:45 a.m. to 4:00 p.m. Employees on the second shift shall work from 1:45 p.m. to 10:00 p.m. or 2:45 p.m. to 11:00 p.m. Employees on the third shift shall work from 9:45 p.m. to 6:00 a.m. or 10:45 p.m. to 7:00 a.m. Should changes in starting times become necessary, the parties agree to discuss such changes, and the Union agrees it will not unreasonably withhold its consent to necessary changes.

Section 6.2.1. Shifts - Court Officers, Inmate Transport Officers, Process Servers, Community Relations Officers, Detectives and Work Crew Officers. There shall be two (2) shifts. Employees on the first shift shall start between 6:00 a.m. and 8:00 a.m. Employees on the second shift shall start between 2:00 p.m. and 4:00 p.m. Should changes in starting times become necessary, the parties agree to discuss such changes, and the Union agrees it will not unreasonably withhold its consent to necessary changes.

Section 6.2.2. Shift Exchanges. Upon prior request and with approval of the Sheriff or his designee, Officers may exchange duty shifts or days with other qualified Officers. Exchanges must offset one another within a twenty-eight day (28) time period. Shift exchanges cannot create overtime.

Section 6.2.3. Power Shift.

- (a) The power shift would commence at 6:45 p.m. and end at 3:00 a.m., and would run on a daily basis seven days a week.

The hours for the "power shift" may be changed seasonally from 6:45 p.m. to 3:00 a.m. to 7:45 p.m. to 4:00 a.m., depending on Department needs.

- (b) The power shift would be staffed on a completely voluntary basis according to the Departmental seniority of the candidates.
- (c) The Department would maintain a mutually agreeable minimum staffing level on second shift prior to the "power shift" and on third shift at the end of the "power shift".
- (d) To be eligible for the "power shift", the deputy must have completed his/her probationary period.
- (e) Third shift differential shall be paid pursuant to Section 6.3 of the contract.

ARTICLE VII - UNION BULLETIN BOARD

Section 7.1. Use of Board. The Union is hereby granted permission to use the bulletin board at the County Sheriff's Department office.

Section 7.2. Type of Notice. The Union agrees the bulletin board shall be used only for the following notices and announcements each of which shall bear the signature of at least one local officer:

- (a) Recreational and social affairs of the Union;
- (b) Union meetings;
- (c) Union elections;
- (d) Notices of mutual interest to the Union and County; and
- (e) Any other items in good taste.

ARTICLE VIII - PROBATIONARY EMPLOYEES

Section 8.1 Probationary Period. All newly hired regular full-time employees in the bargaining unit shall be considered probationary employees from the date of hire until one (1) year, from the first day of phase one of the Field Training Officer (FTO) program. All such employees shall enjoy holiday pay benefits as hereinafter provided in this Agreement, during the probationary period. The employee shall receive the classification rate indicated during and on completion of probation (see Appendix "A" attached).

Section 8.2. Termination. Probationary employees may be terminated at any time in the sole discretion of the Sheriff.

Section 8.3. Regular Employee Defined. A regular employee is defined as an employee hired to fill a regular full-time position in the job classification plan attached to this Agreement and made a part hereof, marked "Appendix A".

Section 8.4. Temporary Employee Defined. A temporary employee is one who is hired for a specified period of time or to perform on a project, and who will be separated from the payroll at the end of such period or project.

ARTICLE IX - SENIORITY

Section 9.1. Seniority Defined. The County recognizes seniority. Seniority is defined as the period starting from the last date when the employee is hired by the County and continuing until he quits or is discharged. Seniority in job classification prevails for shift preference and vacation preference, but not for length of vacation. Length of vacation is determined by overall seniority.

Section 9.2. Layoff. In reducing employee personnel in the bargaining unit, the last person hired shall be the first person laid off, and the last person laid off shall be the first person recalled.

Section 9.3. Seniority Accumulation. Seniority shall not be diminished by temporary layoffs or leaves of absence with or without pay.

Section 9.4. Seniority Roster. The County agrees to keep posted on the Union bulletin board a seniority roster which shall be updated by the County at least once each year. The seniority roster shall be deemed true and correct unless the Union notifies the Sheriff of inaccuracies contained therein within thirty (30) days of its posting.

Section 9.45. Loss of Seniority. An employee shall lose his seniority rights for the following reasons:

- (a) If he quits or resigns.
- (b) If he has been discharged.
- (c) If he fails to notify the County within one (1) week of his intention upon receipt of notice of recall from layoff or does not report for work within two (2) weeks of notice of recall.
- (d) If he fails to return to work on the first work day following the expiration date of a leave of absence.
- (e) If he retires on a voluntary or compulsory basis.
- (f) If he/she takes a promotional position outside of the bargaining unit, either temporary or permanent (e.g., sergeant or above).

Section 9.5. Filling of Job Vacancies. All vacancies on any shift shall be filled by choice of deputies, the choice being made on the basis of seniority. Each deputy must remain on the shift of his choice until there is a vacancy on another shift. The duties of personnel on each shift shall be left to the discretion of the Sheriff without regard to seniority.

Section 9.6. Shift Change. Deputies wishing to change shifts temporarily may do so with the permission of the Sheriff, but must do so according to seniority.

Section 9.7. Tours of Duty. All seniority for choosing tours of duty in all positions of promotion above the rank of deputy sheriff shall be based upon length of service in such position and not on years of service as a deputy sheriff.

Section 9.8. Shift Reduction. If there is a reduction of shift personnel, the employee with the least seniority shall be the first employee to be removed and sent back to the respective shift from which he or she came.

Section 9.9. Supervisory personnel, (Sergeant, Lieutenant, Captain, Chief Deputy) who leave their supervisory capacity for any reason, whether demotion, voluntary quit or during their probationary period, shall return to the rank of deputy sheriff after any shift vacancies are filled by current bargaining members. Those returning supervisory personnel may not displace any member in any job classification. During the one (1) year probation period following such a promotion, the supervisor shall be permitted to return to the bargaining unit with the same seniority which the employee had prior to the promotion in question, from which the employee is returning to the bargaining unit.

ARTICLE X - DISCHARGE

Section 10.1. Right to Discharge. The County shall have the right to discipline, demote, suspend or discharge any employee for just cause.

Section 10.2. Written Notice of Discipline. Notice of discipline, demotion, suspension or discharge shall be given by personal delivery of the written complaint, if the employee is available at the Sheriff's Department; if, however, the employee is not at once available at the Sheriff's Department, then such report shall be mailed by certified mail to the employee's last known post office address.

ARTICLE XI - CALL-IN PROVISION

Section 11.1. Call-In Provision. A minimum of two (2) hours compensation at time and one-half (1-1/2) the employee's regular rate of pay is guaranteed to any employee in the bargaining unit who is requested to and returns for duty, or is required to make a court appearance, at a time when he would not otherwise be on duty. If the "call-in" is less than two (2) hours prior to the regular starting time of the employee's shift, he shall receive time and one-half (1-1/2) up to the shift starting time only.

ARTICLE XII - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

Section 12.1. Accident and Sickness Insurance Plan. The following benefits will be paid in a case of non-occupational accident or illness.

- (a) All regular full-time employees will receive thirty (30) calendar days at full pay with coverage starting on the first day of accident if authorized by a physician, first day of hospitalization, first day of out-patient surgery and seventh (7th) day of illness. From the 31st day to the 365th day, an employee will receive two-thirds (2/3rds) of his regular take home pay.
- (b) Benefits under this plan are not limited to one (1) accident or one (1) illness per year, but are available any time an employee has an accident or becomes ill; provided that if an employee has received benefits hereunder and there should be a recurrence of the same condition or illness, no waiting period will apply if there is a recurrence within two (2) weeks of return to work; if there is a recurrence after two (2) weeks on the job, another waiting period will apply.
- (c) No payments will be made under the Accident and Sickness Insurance Plan unless the employee submits an application for benefits and a doctor's statement shall be submitted to the Sheriff's Department and Personnel Department who will make the necessary arrangements for the payment of

benefits. The County may, as an option and at its own expense, require a second opinion by a physician chosen by the County.

- (d) If, while an employee is being paid under the Accident and Sickness Insurance Program, a wage increase occurs during his absence, he will be paid benefits reflecting such increase.
- (e) Benefits will be paid under the Accident and Sickness Pay Maintenance Plan for pregnancy or for any matter relating to pregnancy. The benefits will start after the employee's physician has certified that the employee is no longer able to work on account of disability resulting from pregnancy and shall continue until such time as the employee's doctor certifies that the employee is able to return to work.
- (f) Accident and Sickness is defined as a 365 day benefit. The first thirty (30) calendar days of Accident and Sickness is at full pay and will be extended if interrupted by scheduled vacation time off.

Section 12.2. Casual Days. Every employee, in addition to the above coverage, will be entitled to six (6) casual days off per calendar year which may be used for any purpose, and must be used prior to taking short term casual leave without pay. An employee hired on January 1st of any year, but before March 1st will receive four (4) casual days. An employee hired from March 1st through June 30th will receive three (3) casual days. An employee hired from July 1st through August 31st will receive two (2) casual days. Employees hired on or after September 1st of any year will not be entitled to any casual days that year. Any days not used during a year will be paid to the employee on or before March 1st following the end of the calendar year.

- (a) No more than one (1) of six (6) casual days may be used on a holiday. Holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, December 24th, Christmas Day and December 31st.
- (b) Time off without pay shall not be granted if an employee has unused casual days or vacation days.
- (c) Casual days must be used in no less than one-half (1/2) day (4-hour) increments.
- (d) Casual days will be granted if notice of the employee's intent to take such day(s) is received by his/her department head at least twenty-four (24) hours prior to the scheduled date of such time off. The employee need not give any reason for the casual day taken under this section. In the event of sickness or unforeseen circumstance, one-half (1/2) hour advance notice will be acceptable and the casual day will be granted by the department head.

- (e) If an employee is unable to report to work due to sickness, the employee must notify his or her department head not later than one-half (1/2) hour before his scheduled starting time. The employee shall state the reason for his absence and the expected leave of absence. Any days taken under this section shall be charged to an employee's remaining casual days.
- (f) Employees may cancel any request for casual day time off with at least 24 hours notice. This 24 hours notice limit for casual days may be waived by mutual agreement.

Section 12.3. Proof of Disability. The County shall have the right to require the submission of adequate medical proof of the employee's disability due to accident or illness. Should there be an extended period of disability, the County shall have the right to require periodic medical proof of the employee's disability.

Section 12.4. Leave for Personal Illness. A period of not more than one (1) year shall be granted as leave of absence due to disability, personal illness or accident provided a physician's certificate is furnished from time to time to substantiate the need for continuing the leave. Additional time may be extended in such cases by mutual consent of the Union and County.

Section 12.5. Illness or Injury on Job. If any employee appears to be injured or ill while on the job or there is reason to believe that an employee needs medical attention, his supervisor shall have the right to require the employee to furnish a statement from a licensed physician before returning to work that the employee is capable of performing the work required by his job. The County shall send such employee to the doctor at its expense on working time.

ARTICLE XIII - FUNERAL LEAVE

Section 13.1. Number of Days - Immediate Family Defined. In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, father-in-law or mother-in-law, stepfather, stepmother, foster father, foster mother, or stepchild (a stepchild is one living with or raised by the stepparent) such employee will be paid for straight time lost from scheduled work not to exceed three (3) consecutive scheduled working days being the day of the funeral and an additional two days on either side of the day of the funeral, except in special circumstances.

In the event of a death of an employee's brother-in-law, sister-in-law, grandparent, grandchild, such employee will be paid for straight time lost from scheduled work not to exceed one (1) scheduled workday falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

ARTICLE XIV - HOLIDAYS

Section 14.1. Each employee, (not on a 5/2-5/3 schedule) shall receive an extra day off at the regular rate of pay for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24th, Christmas Day, and December 31st, providing the employee shall have worked his last scheduled workday prior to and the first scheduled workday following the said holiday. For the purpose of this section, time off for sick leave and vacations shall be considered as time worked. Those extra days off are to be taken off at the discretion of the Sheriff, however, an employee's request for a day off under this section shall not be unreasonably denied.

Section 14.2. Regardless of schedule, (5-2 or 5-2/5-3), assigned, forced, or holdover overtime on December 24, December 25, December 31 or January 1 of any sworn unit member will be at double time only for overtime hours worked between 0000 hour on December 24 to 2359 hours on December 25 and 0000 hours on December 31 to 2359 hours on January 1.

ARTICLE XV - VACATIONS

Section 15.1. Entitlement. All employees who have rendered services and received wages for six (6) months before June 1st shall receive six (6) days of vacation with salary and all employees who have rendered services and received wages for one (1) year or more, prior to June 1st, shall receive twelve (12) days of vacation with pay at their regular rate of six (6) days per week plus their two (2) days off. Employees who shall have rendered services to the County and received wages continuously for seven (7) years or more, shall receive eighteen (18) days of vacation plus days off at their regular salary. The seven (7) years of service can be completed at any time within a calendar year to be eligible for vacation. Employees who shall have rendered services to the County and received wages continuously for fourteen (14) years or more shall receive twenty-four (24) days of vacation at their regular salary. The fourteen (14) years of service can be completed at any time within a calendar year to be eligible for vacation. Effective January 1, 1997, employees who shall have rendered services to the County and received wages continuously for twenty-five (25) years or more shall receive twenty-nine days of vacation at their regular salary. The twenty-five (25) years of service can be completed at any time within a calendar year to be eligible for vacation.

Section 15.1.2. Selection Process. A vacation sign up list shall be posted by the Administration for each shift and division within the sheriff's Department. This roster shall be posted not later than the first day of January of each year, sooner if possible.

1. Each employee of a shift or division shall note on the vacation sign up list his/her first two vacations selection requests, no later than January 14. The

selections shall be noted with a number "1" for the first request and a number "2" for the second request. The Administration shall remove the list for a maximum of one calendar week to grant the vacation requests based upon seniority according to the selection priority. Conflicts in vacation requests shall be addressed by supervision, contacting the affected employees who shall be allowed to alter their first and second selections. (Examples: Three employees select the same vacation period using their first pick and if by policy only two employees are allowed off at that time, the two most senior employees would be granted the time off. A second vacation selection by a senior employee could not be bumped by first selection of a junior employee.)

2. The Administration shall repost the vacation sign up for vacation selection. Each employee of a shift or division shall submit to the Administration his/her third, fourth and fifth vacation selection requests no later than February 14, until all vacation days are used. The selections shall be noted with a number "3, 4, 5" for the corresponding requests. The list shall be removed on February 14 and the Administration shall grant vacation selection by seniority according to the selection priority the same as above. (A third, fourth or fifth vacation selection by a senior employee could not be bumped by a respective third, fourth or fifth selection of a junior employee.)

Section 15.2. Vacation. The vacation period shall be at any time during the year, commencing with January 1st and ending December 31st and may be staggered to prevent hardship to the County. Employees who have one (1) year of service or more by June 1 may take their vacation and receive their vacation pay at any time from January 1st to December 31st. Employees who have at least six (6) months service but less than one (1) year by June 1, may take their vacation at any time from January 1st to December 31st, but will not receive their vacation pay prior to June 1st. Vacations may be taken in increments of not less than two (2) days or more than twelve (12) days. A maximum of five vacation days can be taken one day at a time in conformance with the current (January 8, 1992) department policy dealing with the number of deputies/detectives on vacation at a given time. Deputies shall not be ordered to work overtime on any off-days scheduled in conjunction with any vacation days.

Section 15.3. Time Spent in Armed Forces. Any employee who enters the Armed Forces of the United States while employed with Kenosha County shall have the period spent in the Armed Forces considered as time spent working in computing their vacation.

Employees called upon or who enlist in the Armed Forces of the United States shall be granted leaves of absence and their seniority shall accumulate providing they report for work within ninety (90) days of discharge, unless unable to do so because of illness or injury in which case leave shall be extended.

Upon return from military leave, the employee shall be returned to a position and pay

in keeping with federal regulations.

An employee who is a member of a military reserve and who may be called upon for reserve training shall receive his/her regular pay for such training or service (not to exceed two (2) weeks for any one (1) call up), provided he/she shall deposit his/her military base pay with the County Treasurer and receive his/her regular pay in turn. Reservists scheduled for weekend duty may trade workdays within a 28 day period with another employee with Department approval. Employees who engage in an approved trade shall be responsible for the hours assumed in the trade.

Section 15.4. Emergency Leave. Up to five (5) days' emergency leave may be granted to each employee provided the employee notifies the department head before taking the time off. Such leave shall be charged against vacation time.

Section 15.5. Cash Out and/or Carry Over of Unused Vacation. An employee who has more than twelve (12) days vacation must use at least twelve (12) days of that vacation during the vacation year; any unused vacation time as of 1/1 of the following year may be cashed out or up to six (6) days may be carried over into the following year.

ARTICLE XVI - INSURANCE

Section 16.1. Hospital-Surgical. For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. See Plan document for further details. The County will continue to provide a Dental Maintenance Organization (currently Dental Associates) with a \$2,200 annual cap, a \$20 co-pay and a 50% split on orthodontia. Effective January 1, 2007, the Dental Associates annual cap will increase to \$2,500 per eligible participant. Active employees will have the option of choosing one of two Network options, In-Network or Out-of-Network. Said option must be executed during the open enrollment period which will last for one month, from October 1 through October 31 of the current year.

- (a) For employees enrolled for coverage for the employee only---the full premium cost of the coverage.
- (b) For employees enrolled for coverage for the employee and his/her dependents---the full premium cost of the coverage.
- (c) During the life of this Agreement, the County agrees to maintain hospital-surgical-major medical and dental coverage at levels equivalent to coverages presently in effect, and to improve such coverage where possible.
- (d) An employee who becomes totally disabled due to work connected injury or illness shall continue to receive coverage paid by the County during such period of total disability until such employee becomes eligible for coverage

under any present or future federal hospital-surgical-major medical insurance plan; and

- (e) An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) months after such employee exhausts his Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Personnel Department the monthly premium as set by the County for his coverage.
- (f) PLAN ONE. (Standard Plan - Current Retirees Only) This health insurance plan shall incorporate a major medical deductible of 100/300, 80% (County)-20% (employee) on next \$10,000, including outpatient diagnostic and x-ray, supplemental hospital and emergency medical benefits.
- (g) PLAN TWO. (Pyramid Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$100.00/single, \$300.00/family with an 80%/20% split on the next \$3,000, (80% County/20% Employee). The former deductible of \$100.00/\$300.00 with an 80%/20% split on the next \$10,000.00 (major medical) has been eliminated.
- (h) PLAN THREE. (Flex Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$200.00/single, \$600.00/family with an 80%/20% split on the next \$5,000, (80% County/20% Employee) and a drug plan of \$0/\$6. This plan requires precertification for in-patient elective surgery, out-patient elective surgery, non-emergency use of emergency room, and emergency hospital confinement with a penalty of \$100.00 for failing to obtain precertification. **NOTE: Retirees are not eligible for flexible spending accounts.**
- (i) Active employees shall no longer be eligible for the Standard, Pyramid or Flex Plan.
- (j) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Pyramid, Flex or In/Out Network Plans at open enrollment. Retirees who change plans may not switch back. Retirees currently on the Pyramid plan may switch to the Flex or In/Out Network plan at open enrollment, but may not switch back. Retirees currently on the Flex Plan may switch to the In/Out Network plan, but may not switch back. New retirees are only eligible to enroll in the In/Out Network plan until amended by Section 16.2.(a).
- (k) Open enrollment opportunity to be offered annually to active employees and to retirees.

Section 16.2.

- (a) Retired Employees. On and after the effective date of this Agreement, employees who retire between the ages of 53 and until they reach Medicare eligibility will have the premium for hospital, surgical, major medical coverage paid by the County for themselves and for their families, provided that the employee had family coverage at the time of retirement. An employee may retire at age 50 with the understanding there is no county-paid insurance between age 50 and age 53 unless they participate at their own expense or are covered as a spouse of another county employee. If they do not participate at their own expense, the employee must show proof of insurance during that time before they can return to the County's insurance plan at age 53. No proof of insurability will be required. The County shall be under no obligation to continue full payment of such coverage in case a plan of national health insurance should be established, or the payment for such coverage made by the County shall be reduced in proportion to benefits which may be provided by the government under any plan, and if the plan eventually provides for full coverage, the County obligation to pay for such coverage shall cease when the government program becomes effective. Employees who retire on or after 12/31/08 shall receive the same health insurance benefits and remain in the same risk pool as active employees.
- (b) Retiring Employee Defined. Retiring employee, for the purpose of this provision, is defined as any employee who retires during the duration of this Agreement.

Section 16.3. Coverage for Work-Connected Disability. An employee who becomes totally disabled due to work-connected injury or illness shall continue to receive coverage paid by the County during such period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-medical insurance plan.

Section 16.4. Coverage for Illness. An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) full months after such employee exhausts his sick leave. Such employee can continue coverage for an additional six (6) months period by paying in advance to the Personnel Office the monthly premium for his coverage.

Section 16.5. Family Coverage on Death of Employee. In recognition of the fact that bargaining unit members are protective service employees, the family of an employee with twenty (20) years or more of department seniority who dies prior to retirement or reaching the age of sixty-five (65) years shall continue to receive coverage consistent with policy age limits for children at the County expense, until such time as they are covered under another plan or the date the employee would have reached sixty-five (65) years of age, whichever is sooner.

The above-referenced twenty (20) years or more of seniority shall be waived for

any employee who dies in the line of duty as defined by the worker's compensation statute as follows:

<u>Seniority</u>	<u>Years of Insurance</u>
0 – 2	Two years
3 – 20	Equal to number of years, e.g., 3 years seniority = 3 years of coverage 4 years seniority = 4 years of coverage, etc.

ARTICLE XVIII - GENERAL PROVISIONS

Section 18.1. Effective on and after July 1, 1977, all uniform items, including firearms, and uniform cleaning will be furnished by the County as needed, subject to and in accordance with a procedure developed by the Sheriff or his designated representatives. A copy of the procedure will be furnished all employees covered by this Agreement.

Section 18.1.2. Clothing Supplement. The County will provide uniformed deputies \$450 in 2014 and 2015 as a clothing supplement and will provide plain clothes personnel \$700 in 2014 and 2015 as a clothing supplement. The County will provide uniformed deputies \$500 in 2016 and as a clothing supplement and will provide plain clothes personnel \$750 in 2016 as a clothing supplement. Plain clothes personnel will not be compelled to turn in their uniforms provided that plain clothes personnel shall not wear any county-issued article of uniform outside of normal working hours. The clothing supplement shall be paid in full on or before December 1 of each year to all employees not on probation. The clothing supplement will be paid to probationary employees on a prorated basis. (For example, if an Association member completes probation on June 30, he shall receive one-half (1/2) of the allotted uniform supplement.)

Not more than once every four (4) years, commencing as of January 1, 2006, upon presentation of a protective vest and a valid sales receipt therefore dated at anytime during the term of this contract, the county will pay up to \$900 per Association member for the purpose of purchasing a protective vest of his or her choosing.

Section 18.2. Pay for Work-Connected Injury. The County recognizes the work of this department as a hazardous occupation. In the event a member covered by this Agreement is seriously injured in the line of duty and as a direct result of the work being performed and not due to his own negligence, the employee shall receive full salary for the period he would be entitled to receive Worker's Compensation benefits. The County agrees to negotiate with the Union for consideration of further salary coverage for such employee.

Section 18.3. Court Action Against County Employees. Whenever any employee is proceeded against in his official capacity or as an individual because of acts committed while carrying out his duties as an officer or employee, the County's payment of all reasonable attorney fees, costs of defending the action, and judgment shall be in accordance with the

provisions of Section 895.46 of the Wisconsin Statutes. (1979) Any legitimate, specific dispute involving the reasonableness of such attorney fees shall be submitted to the State Bar of Wisconsin for Binding Arbitration. The reasonableness of attorney fees shall be determined in accordance with Wisconsin Supreme Court Rule 20:1.5. Attorney fees shall be submitted to the County on a monthly basis and shall be paid on a monthly basis unless disputed for a specific reason. Any employee involved in such litigation shall cooperate with the County in the defense and settlement of such litigation, and unless otherwise agreed upon, the defense and settlement of such litigation shall be controlled by the county. It being understood that if an irreconcilable conflict of interest exists in the defense of the employee that is maintained by the County and the position of the employee that the County and the employee shall maintain and control their own separate defenses respectively.

Section 18.4. Jury Duty. Any employee called for jury duty shall receive his regular salary for such day, provided he shall deposit any compensation he received for jury duty with the County Treasurer prior to the end of each pay period.

Section 18.5. Paychecks. Paychecks shall indicate the breakdown of all extra monies paid (i.e., overtime, court time, etc.).

Section 18.6. No discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, national origin or handicap as provided by state or federal law and that such persons shall receive the full protection of this Agreement.

Section 18.7. Personnel Records. Employees shall have the right, upon reasonable notice, to inspect their own personnel file and to attach a written statement to items contained therein.

Section 18.8. Alcohol and Drug Testing. The Association accepts the County's drug testing policy. The County may conduct alcohol and drug testing of current employees where a reasonable suspicion exists relating to the employee's fitness for continued employment.

Any employee having a confirmed positive drug screening may have an additional test conducted utilizing the specimen obtained by the County. Such additional test shall be conducted at the employee's expense at a laboratory of the employee's choice. The request for an additional test shall be filed in writing with the Sheriff within three (3) working days after the employee was advised his/her test was positive. At that time, the Sheriff shall also be advised of the name of the laboratory selected by the employee for the retest. The sealed specimen shall be transmitted from the County's laboratory to the laboratory specified by the employee at the employee's expense.

All drug and alcohol test results shall be confidential with dissemination limited to those with an official need to know within the Department or Personnel Department and as requiring (sic) for counseling and treatment.

Section 18.9 Residency. Except for unit members assigned a vehicle that may be brought home and for whom residency in Kenosha County is required, the established residency boundary for all other unit members is fifteen miles (15 miles) in any direction from the borders of Kenosha County. These boundaries are consistent with State of Wisconsin law governing residency for law enforcement personnel.

Section 18.10 Resignation Notice. Deputies agree to give a two week working notice for resignation.

ARTICLE XIX - OVERTIME

Section 19.1. An employee on a 5/2-5/3 schedule shall be paid time and one-half (1-1/2) of the regular rate of pay after 8 1/4 hours in a workday or 8 hours where an employee works on a normally scheduled day off.

Section 19.2. Time and one-half (1-1/2) of the regular straight time rate of pay shall be paid for all hours of assigned school attendance beyond the normal work day or on the employee's day off. Meals will be paid for out-of-county classes and training.

Section 19.2.1. Deputies who are assigned or who volunteer and are approved to attend school or special training classes during the normally scheduled work day shall be paid eight (8) hours of straight time pay. Meals will be paid for out-of-county classes and training.

Section 19.2.2. Travel time shall not be compensated unless approved by the Sheriff at his sole discretion.

Section 19.3. Scheduled overtime, (overtime known at least 72 hours in advance) shall be posted and the most senior Deputy posting for the overtime shall be assigned. If no Deputy posts for the overtime, the least senior available Deputy shall be assigned. If the posted overtime is for Hospital Guard purposes and no Deputy posts for the overtime, the most senior Detective posting for the overtime shall be assigned. Detectives shall be paged and the most senior Detective returning the call within 20 minutes will receive the assignment. Detective seniority is based on length of time in the detective position.

Section 19.4. Unanticipated overtime shall be assigned, where it is necessary to maintain the minimum staffing levels established by the Sheriff in accordance with the following procedure:

- (a) The county shall post a quarterly overtime sheet. The Deputies indicating willingness to work by signing on the list shall be paged and the most senior Deputy returning the call within 20 minutes will receive the assignment. If

none of the volunteers can be contacted, the rotating order-in list using the 30 least senior Deputies will be utilized.

- (b) Selecting beyond the 30 least senior Deputies would be necessary in the event of a significant occurrence(s). In the event that the overtime is for a Hospital Guard assignment, Detectives shall be allowed to request the assignment prior to utilizing the rotating order-in list. In this event, all Detectives shall be paged and the most senior Detective returning the call within 20 minutes shall receive the assignment. Detective seniority is recognized as the length of time in the detective position.
- (b) An order-in would start with the least senior deputy available and rise to the 30th least senior deputy. An order-in should always start with the least senior deputy available who had not received a "credit" for the period.
- (c) The new period would begin at 0600 hours each Sunday.
- (d) All deputies completing an overtime shift of three and three quarters (3.75) hours or more, voluntary or by order-in, during the period would receive a "credit" for the period.
- (e) A deputy who is ordered in will maintain one regularly scheduled day off per his/her workweek.
- (f) Unavailable defined: Current sheriff's department employment obligations, vacation, casual, or other recognized leave, as well as, supervisor discretion for significant personal events.
- (g) The demands of an emergency situation would override this procedure.
- (h) If necessary to provide coverage while the procedure set forth above is followed, the least senior employee on the preceding shift may be held over for up to four (4) hours.

Section 19.5. No employee may be assigned, voluntarily or involuntarily, to work longer than 16 consecutive hours or more than 48 hours per pay period, except under unusual circumstances or as otherwise provided in this agreement, or by exercise of discretion of the immediate supervisor of the employee in question.

Section 19.6. No employee may be assigned, voluntarily or involuntarily, to work overtime, if that employee is physically unfit for duty.

Section 19.7. In an attempt to relieve some of the overtime pressure the County and Association agree to allow the eight (8) hour patrol shifts of overtime to be split into

two (2) four (4) hour blocks. Patrol overtime assignment postings will remain the same. Deputies signing up for the entire eight (8) hour shift shall be given preference over four (4) hour splits. Deputies seeking a four (4) hour split will sign up for openings as desired adjacent to their working shift. If the second half of the overtime shift is not filled, Deputies shall be ordered in per the current practice. Any Deputy ordered to work an eight (8) hour patrol shift shall be allowed to seek a volunteer to split the shift into two (2) four (4) hour blocks. This will be allowed as long as the shift for each deputy is adjacent to the overtime shift. Any splitting of overtime shifts shall be documented on the current shift swap form.

ARTICLE XX - RETIREMENT

Section 20.1. Wisconsin Retirement Fund. There is presently in effect in the County a retirement plan known as the Wisconsin Retirement Fund. This fund is covered in Chapter 40 of the Wisconsin Statutes, as amended.

Section 20.2. Compulsory Retirement. Any compulsory retirement shall be consistent with state and federal regulations.

Section 20.4. County Fund Contribution. The County agrees to pay the employee's share to the Wisconsin Retirement Fund. This contribution is in addition to the County's normal contribution. Effective January 1, 2012, new employees pay their portion of the Wisconsin Retirement Fund.

ARTICLE XXI - NEGOTIATIONS

Section 21.1. Term. The Agreement between the Union and the County shall be for a term of two (2) years.

Section 21.2. Notice to Negotiate. Not later than the first day of April, 2013, or on a mutually agreeable date thereafter, the Association shall give the Kenosha County Executive written notice of its requests to be negotiated by and between the Association and the County for the succeeding Agreement.

Section 21.3. Start of Negotiations. Not later than the first day of April, 2013, the County agrees to meet with the Association and discuss the Association's requests as here and before mentioned.

ARTICLE XXII - SEPARABILITY

Section 22.1. Separability. The provisions of this Agreement are deemed to be separable to the extent that if and when a court or governmental agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or

regulation issued thereunder, such decision shall not affect the validity of the remaining portion of this Agreement, but such remaining provisions shall continue in full force and effect.

Section 22.2. Negotiating Invalid Provision. It is further provided that in the event any provision or provisions are so declared to be conflicting with such law, rule or regulations, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

ARTICLE XXIII - NO STRIKE CLAUSE

Section 23.1. No Strike. The parties agree that it is important to seek amicable resolution of their differences, and have established a grievance procedure for this purpose. The Union, on its part, agrees it will not authorize a strike, nor shall any employee engage in a strike or slow-down during the term of this Agreement. In the event of a work stoppage not authorized by the Union, the County shall not hold the Union liable if it has ordered, through its officers, the employee to return to work within a reasonable period of time after notification by the Employer.

Section 23.2. No Lock-Out. The Employer agrees it will not prevent employees from carrying out their duties by conducting a lock-out.

ARTICLE XXIV - EDUCATIONAL INCENTIVE PLAN

Section 24.1. Discontinuance of Plan. Effective January 1, 1976, the plan was abolished except for employees currently in the plan to the extent provided for in Sections 24.2 and 24.3.

Section 24.2. Employees Receiving Payments. Any employee who, as of January 1, 1976, was eligible to receive any monthly payments under the now abolished plan, will continue to receive such payments as long as he or she remains in continuous employment with the Sheriff's Department.

Section 24.3. Employees Currently Enrolled in an Educational Program. Any employee who was enrolled in an educational program as of January 1, 1976, which qualified under the now abolished Educational Incentive Plan, will, upon completion of such uninterrupted educational program, be eligible for the following monthly incentive payments: Associate Degree \$20.00, Bachelor Degree \$50.00 and Master Degree \$100.00. These additional monthly payments shall only be made upon an employee submitting proof of having attained a particular degree by October 1 of each year and payment shall commence on the following January 1st. Employees will continue to receive such payments as long as he or she remains in continuous employment with the Sheriff's Department.

ARTICLE XXVI - JOB CLASSIFICATION, COMPENSATION,
PROVISIONS FOR CHANGES AND EFFECTIVE DATES

Section 26.1. Job Classifications and Compensation. The job classification and compensation plan is attached hereto as Appendix "A" and made a part thereof. Newly hired employees will normally be placed at the first step of the salary range. At the Sheriff's discretion the employee may be placed at a higher wage step based on the level of professional experience possessed by the individual. The new hire will also be provided with the level of vacation entitlement based on professional experience possessed. Seniority will be in accordance with Article 9 of the current collective bargaining agreement.

Section 26.2. Entire Agreement and No Verbal Agreements. The foregoing constitutes the Agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

Section 26.3. Effective Dates. This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect for the term January 1, 2017 through December 31, 2019, inclusive, and shall bind both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2014, Kenosha, Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY DEPUTY
SHERIFF'S UNION

County Executive

Personnel Director

Corporation Counsel

APPENDIX "A"

WAGES
Deputy

	<u>7/9/17</u>	<u>7/8/18</u>	<u>6/30/19</u>
START	47,475.06	48,424.56	49,877.30
12 MONTHS	49,453.20	50,442.26	51,955.53
24 MONTHS	51,431.31	52,459.94	54,033.74
36 MONTHS	53,409.42	54,477.61	56,111.94
48 MONTHS	62,057.87	63,299.03	65,198.00
60 MONTHS	62,988.74	64,248.51	66,175.97
72 MONTHS	63,933.58	65,212.25	67,168.62
84 MONTHS	64,892.57	66,190.42	68,176.13

Detective

	67,709.92	69,064.12	71,136.04
60 MONTHS	68,725.55	70,100.06	72,203.06
72 MONTHS	69,756.44	71,151.57	73,286.12
84 MONTHS	70,802.79	72,218.85	74,385.42

Two percent (2%) increase on July 9, 2017; two percent (2%) increase on July 8, 2018, three percent (3%) increase on June 30, 2019.

K-9 PAY: \$450/month

Memorandum of Understanding

Between the

County of Kenosha, Wisconsin

And the

Kenosha County Deputy Sheriff's Association

Grievance #09-115 – Association Grievance – Alleged Violation of Work Hours

Grievance #09-116 – Association Grievance – Alleged Violation of Work Schedule

In an attempt to resolve the above listed matters, the following Agreement has been reached.

1. Grievance #09-115 – The Deputies involved in the “flexing of work hours” for snowmobile patrol are to be made whole for the loss of overtime.
2. Grievance #09-116 – The Association shall withdraw Grievance #09-116 without prejudice and the parties agree to pursue the following language in collective bargaining negotiations:
3. New Section – Flexing of Normal Duty hours
The flexing of normal duty hours will include changing the beginning and ending times of a work shift within a 24 hour period. Flexing must be within the same 14 day pay period time frame. Flexing of any shift hours must be mutually agreed upon by both employee and supervision prior to change.
4. New Section – Exchange of Work Days – Training
Work days may be exchanged with days off within a 7 day work week. Exchanges must be within the same 14 day pay period time frame in order to accommodate school, training and special assignments. Flexing of work days and the movement of the affected off days must be mutually agreed upon by both employee and supervision prior to change. Section 19.2 overtime provision will not apply for a voluntary exchange of work days.
5. New Section – Exchange of Work Days – Other
Employees may exchange their own work days with their own off days up to 3 times annually. Exchanges must be completed within the 14 day pay period time frame. These exchanges must be mutually agreed upon by both employee and supervision prior to change taking place. Supervision retains the right to deny these exchanges using reasonable discretion based upon, but not limited to, creation of any overtime, staffing levels, planned activities/training or special events.

This MOU will become effective on the date signed. It can be reviewed by both parties at the end of each calendar year to see if there are ways to make improvements to this MOU.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the ____ day of _____, 2014, Kenosha, Wisconsin.¹

KENOSHA COUNTY

KENOSHA COUNTY DEPUTY
SHERIFF'S UNION

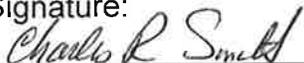
County Executive

Personnel Director

Corporation Counsel

¹ Original date of this Memorandum of Understanding was 4/7/09.

**KENOSHA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. _____**

Subject: FY2016 Law Enforcement Justice Assistance Grant (JAG)			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee & Finance/Administration Committee			
Fiscal Note Attached X		Legal Note Attached <input type="checkbox"/>	
Prepared By: Charles R. Smith, Chief Deputy		Signature: 	

WHEREAS, the Kenosha County Sheriff's Department has been awarded \$12,230 from the federal Law Enforcement Justice Assistance Grant (JAG) program through the US Department of Justice, Bureau of Justice Assistance, and

WHEREAS, these funds have been made available to the Kenosha County Sheriff's Department through a Memorandum of Understanding (MOU) of an agreed upon 60/40 split of the amount awarded to the City of Kenosha totalling \$30,574, and

WHEREAS, the funds earmarked for the Sheriff's Department will be used to purchase eleven conductive energy devices (CED) with accessories to continue the replace of older model CED devices, first purchased in year 2009, and

WHEREAS, this purchase plan has been so designated by the Sheriff for law enforcement purposes and the spending period for this award will expire September 2019, and

WHEREAS, the City of Kenosha is the fiduciary of this grant program, responsible for the application and subsequent financial and programmatic reporting to the federal Bureau of Justice Assistance and will, upon request, reimburse the Sheriff's Department for the expenditures herein, and

WHEREAS, this grant will not require a local match of funds, and

WHEREAS, this budget modification will not require any additional tax levy dollars.

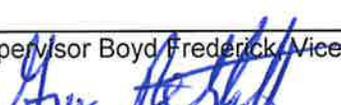
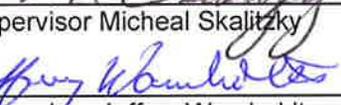
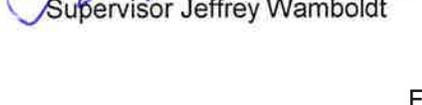
NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the 2016 JAG grant award of \$12,230; modifying revenue and expenditure as per the budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that any unobligated grant funds remaining available at year end be hereby authorized for carryover to subsequent years until such time as the grant funds are expended in accord with the JAG grant requirements, and that the administration shall be authorized to modify the grant fund appropriation among various budget and expenditure appropriation units within the Sheriff's Department budget in accordance with all Federal and State regulations of the JAG program and in compliance with generally accepted accounting principles.

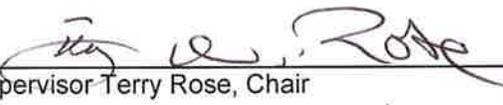
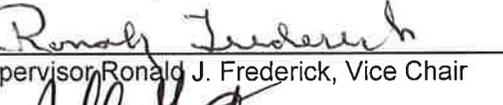
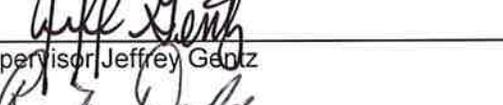
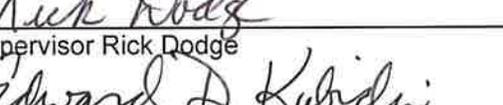
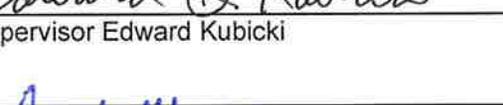
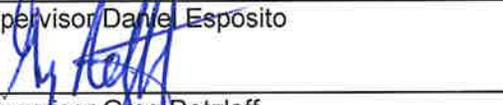
Note: This resolution requires No funds from the general fund. It increases revenues by \$12,230 and increases expenditures by \$12,230

Subject: FY2016 Law Enforcement Justice Assistance Grant (JAG)			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee & Finance/Administration Committee			

Respectfully Submitted,
 JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Leah Blough, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Boyd Frederick, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Micheal Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeffrey Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ronald J. Frederick, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Edward Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

DEPT/DIVISION: **SHERIFF** 2016

DOCUMENT # _____ G/L DATE _____
 BATCH # _____ ENTRY DATE _____

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Establish Revenue and Expenditure lines for the FY2016 US DOJ, Bureau of Justice Assistant, Byrne Memorial Justice Assistance Grant (JAG) award. The spending period terminates September 2019.
 Purchase equipment; i.e. Tasers/accessories

(Kenosha County is a sub recipient of a total JAG award of \$30,574 awarded to the City of Kenosha.)

(1) ACCOUNT DESCRIPTION EXPENSES	(2)		(3)		(4)		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
	BUSINESS UNIT	OBJECT	sub- sidiary	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)	REVISED BUDGET				EXPENSE BAL AVAIL	
Mach/Equip >\$100-\$5,000	100	21130	530050	JAG	12,230		0	0	0	12,230	12,230
EXPENSE TOTALS							0	0	0	12,230	12,230

FUND	BUSINESS UNIT	OBJECT	sub- sidiary	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
100	21130	442795			(12,230)	0	0	(12,230)
REVENUE TOTALS						0	0	0

COLUMN TOTALS (EXP TOTAL + REV TOTAL) 12,230 (12,230)

PREPARED BY: Nancy Otis DIVISION HEAD: *Charles Schmid* DATE: 6-20-16

DEPARTMENT HEAD: *W. [Signature]* DATE: 6-21-16
 FINANCE DIRECTOR: *[Signature]* DATE: 6-21-16
 COUNTY EXECUTIVE: *[Signature]* DATE: 6/21/16

Please fill in all columns:
 (1) & (2) Account information as required
 (3) & (4) Budget change requested
 (5) Original budget as adopted by the board
 (6) Current budget (original budget w/past mods.)
 (7) Actual expenses to date
 (8) Budget after requested modifications
 (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

ABSTRACT

Kenosha County Sheriff's Department
BJA FY2016 Edward Byrne Memorial- JAG Application
GMS Application #2016-H3393-WI-DJ
Project Title: Energy Device- inventory improvement and Traffic Safety
Purpose Area: Law Enforcement
Type of Program: Equipment

Total cost of project: \$12,230.00

Total request for federal funds: \$12,230.00

The FY2016 JAG program funding will provide the Sheriff's Department with (11) TASER® devices with Battery Pack and Holster; (18) extra Holsters, (15) additional Battery Packs

Goal: Increase, by eleven, the department inventory of the newer model of the T.A.S.E.R. conducted energy device (CED) with accessories.

An increase of (11) CEDs w/accessories will help to complete the exchange of the older X26 model T.A.S.E.R. CED.

Project identifiers associated with the project activities

Officer safety – continue to assess benefits of improved models of the conductive energy devices to ensure that the officers have reliable equipment in order to safely and effectively fulfill their duties as a police officer.

Less than Lethal – the conducted energy device is one of the force continuum methods for use in the field providing both officer safety in response to an aggressive confrontation with an individual and provide citizen 'safety' in the resolution of the situation reducing the consequences of a serious injury.

Conflict Resolution – when a situation presents itself requiring progressive use of force to apprehend a person (suspect, or crowd control), the officer is primarily alone at the initial stage of the call, requiring de-escalation skills through conversation and may require use of force continuum when warranted. The conducted energy device is one technology used by Kenosha County Sheriff's Dept patrol deputies to gain control of a situation.

ed below are all jurisdictions in the state that are eligible for FY 2016 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: <https://www.bjs.gov/content/pub/pdf/jagp15.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf> listing your jurisdiction:

Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a part of the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Individual Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WI	BROWN COUNTY	County	\$10,094	
WI	GREEN BAY CITY	Municipal	\$56,577	\$66,671
WI	DANE COUNTY	County	*	
WI	MADISON CITY	Municipal	\$96,148	\$96,148
WI	EAU CLAIRE COUNTY	County	*	
WI	EAU CLAIRE CITY	Municipal	\$12,544	\$12,544
WI	FOND DU LAC COUNTY	County	*	
WI	FOND DU LAC CITY	Municipal	\$17,518	\$17,518
WI	KENOSHA COUNTY	County	*	
WI	KENOSHA CITY	Municipal	\$30,574	\$30,574 ✓
WI	LA CROSSE COUNTY	County	*	
WI	LA CROSSE CITY	Municipal	\$13,422	\$13,422
WI	MARATHON COUNTY	County	*	
WI	WAUSAU CITY	Municipal	\$10,679	\$10,679
WI	MILWAUKEE COUNTY	County	*	
WI	MILWAUKEE CITY	Municipal	\$915,769	
WI	WEST ALLIS CITY	Municipal	\$22,163	\$937,932
WI	OUTAGAMIE COUNTY	County	*	
WI	APPLETON CITY	Municipal	\$21,614	\$21,614
WI	RACINE COUNTY	County	*	
WI	RACINE CITY	Municipal	\$36,133	\$36,133

GMS APPLICATION NUMBER 2016-H3393-WI-DJ

BJA FY 2016 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
INTERGOVERNMENTAL AGREEMENT

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

and

THE COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Quasi-Municipal Corporation

THIS AGREEMENT is made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 625 - 52nd Street, Kenosha, Wisconsin 53140 (hereinafter **"CITY"**), and the **COUNTY OF KENOSHA, WISCONSIN**, a Wisconsin quasi-municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 1010 - 56th Street, Kenosha, Wisconsin 53140 (hereinafter **"COUNTY"**).

WHEREAS, **CITY**, and **COUNTY**, maintain separate, and independent, law enforcement agencies in the performance of their respective governmental functions, which agencies are fully funded from current revenues legally available to the parties; and,

WHEREAS, **CITY** has made application (**NUMBER 2016-H3393-WI-DJ**) for a Grant, under the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, administered by the United States Department of Justice, Office of Justice Programs; and,

WHEREAS, the proposed Grant, as provided by the United States Department of Justice, Office of Justice Programs, stipulates that funds are to be allocated to the CITY, and COUNTY, and that the award be approved and accepted by the respective governing bodies; and

WHEREAS, the CITY, and COUNTY, find the acceptance of the 2016 Edward Byrne Justice Assistance Grant in the amount of \$30,574.00 and the allocation of Grant funds to be in the public interest and the best interest of all parties.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, CITY, and COUNTY agree as follows:

SECTION I

CITY agrees to pay COUNTY a total sum of Twelve Thousand Two Hundred Thirty (\$12,230) Dollars of JAG funds.

SECTION II

COUNTY agrees to use a total sum of Dollars of JAG funds for the Law Enforcement Program for the period of October 01, 2015 to September 30, 2019.

SECTION III

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the laws of the State of Wisconsin.

SECTION IV

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the laws of the State of Wisconsin.

SECTION V

CITY and COUNTY will be responsible for their own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION VI

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

SECTION VII

By entering into this Agreement, CITY, and COUNTY do not intend to create any obligations, express or implied, other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

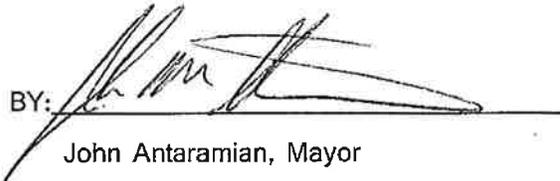
SECTION VIII

CITY and COUNTY certify that they have authority under their respective organizational structure and governing laws to accept the Byrne Justice Assistance Grant and execute this Agreement. This Agreement was approved by the Common Council of CITY at a duly noticed and convened meeting held on the 20TH day of JUNE, 2016. This Agreement was approved by the Board of Supervisors of COUNTY at a duly noticed and convened meeting held on the 19TH day of JULY, 2016.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: 
John Antaramian, Mayor
Date: 6-2-16

BY: 
Debra Salas,
City Clerk/Treasurer
Date: 6-2-16

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this 2 day of June, 2016, John Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.



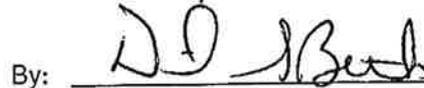
Notary Public, Kenosha County, WI.

My Commission expires/is: 4-11-17

COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Quasi-Municipal Corporation

BY: 
Jim Kreuser, County Executive
Date: 6/7/16

BY: 
Mary T. Schuch-Krebs, County Clerk
Date: 6/7/16

By: 
David Beth - Kenosha County Sheriff
Date: 6/7/16

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this 7th day of June, 2016, Jim Kreuser, County Executive, and Mary T. Schuch-Krebs, County Clerk, and David Beth, Sheriff of the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin quasi-municipal corporation, to me known to be such County Executive and County Clerk and Sheriff of said quasi-municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said County, by its authority.


Michelina C. Battellini

Notary Public, Kenosha County, WI.

My Commission expires ~~on~~ 08/28/2016

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

A resolution to accept \$12,230 of grant funds offered through the federal Bureau of Justice Assistance Grant program (JAG).

This is an annual formula grant offered to the City of Kenosha whereby the County of Kenosha is considered a disparate jurisdiction and can share the grant funds by and agreement between the City and County.

The total funds offered to the City of Kenosha is \$30,574.

This resolution recognizes \$12,230, a 60/40 split of the funds to be used for Law Enforcement Equipment. This money will be used to purchase TASER devices and accessories .

Dept./Division Head Signature: Charles R Smith Date: 6-20-16

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: D J [Signature] Date: 6-21-16

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: Jauraster Date: 6-21-16

4. County Executive Review

Comments:

Action: Approval Non-Approval

[Signature]

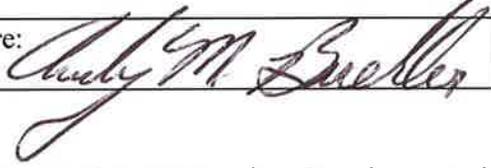
Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Final Plat of The Reserve Subdivision, Stephen C. Mills, 4015 80 th St., Kenosha WI 53142, Mills Enterprises LLC, 4015 80 th St., Kenosha, WI 53142 and Craig T. & Laura M. Baumgardner, 37015 N. Fernview Ln., Lake Villa, IL 60046 (Owners), Dan Szczap, Bear Development LLC, 4011 80 th St., Kenosha WI 53142 (Agent), on Tax Parcels #65-4-120-044-0101 through 65-4-120-044-0111 located in the SE 1/4 of Section 4, T1N, R20E, Town of Salem.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning Operations		Signature: 	

WHEREAS, at a regularly held public hearing of the Kenosha County Planning, Development & Extension Education Committee on July 13, 2016 review was given to the Final Plat of The Reserve Subdivision, Stephen C. Mills, 4015 80th St., Kenosha WI 53142, Mills Enterprises LLC, 4015 80th St., Kenosha, WI 53142 and Craig T. & Laura M. Baumgardner, 37015 N. Fernview Ln., Lake Villa, IL 60046 (Owners), Dan Szczap, Bear Development LLC, 4011 80th St., Kenosha WI 53142 (Agent), on Tax Parcels #65-4-120-044-0101 through 65-4-120-044-0111 located in the SE 1/4 of Section 4, T1N, R20E, Town of Salem. For informational purposes only, this property is located on the north side of S.T.H.s 50 and 83, approximately two tenths of a mile west of the intersection with 261st Avenue; and

WHEREAS, the plat was submitted in accordance with the requirements of Chapter 236 of Wisconsin State Statutes and the developer agreed to comply with those land platting laws; and

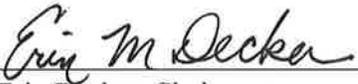
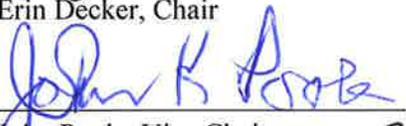
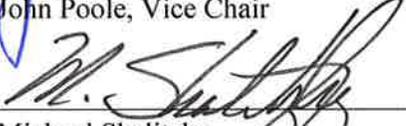
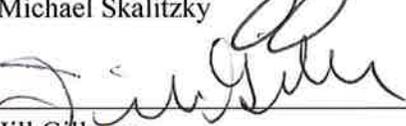
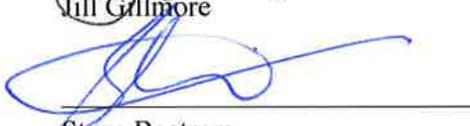
WHEREAS, the plat is in conformance with the Kenosha County Subdivision Control Ordinance and the developer agreed to all county conditions for approval Exhibit 1 (attached); and

WHEREAS, the Town of Salem recommended approval of the Final Plat of The Reserve Subdivision subject to the conditions presented in Exhibit 1 (attached).

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approve the Final Plat of The Reserve Subdivision subject to the conditions presented in the attached exhibit.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINAL PLAT SITE MAP

PETITIONER(S):

Stephen C. Mills, Mills Enterprises LLC &
Craig T. & Laura M. Baumgardner (Owner)
Dan Szczap (Agent)

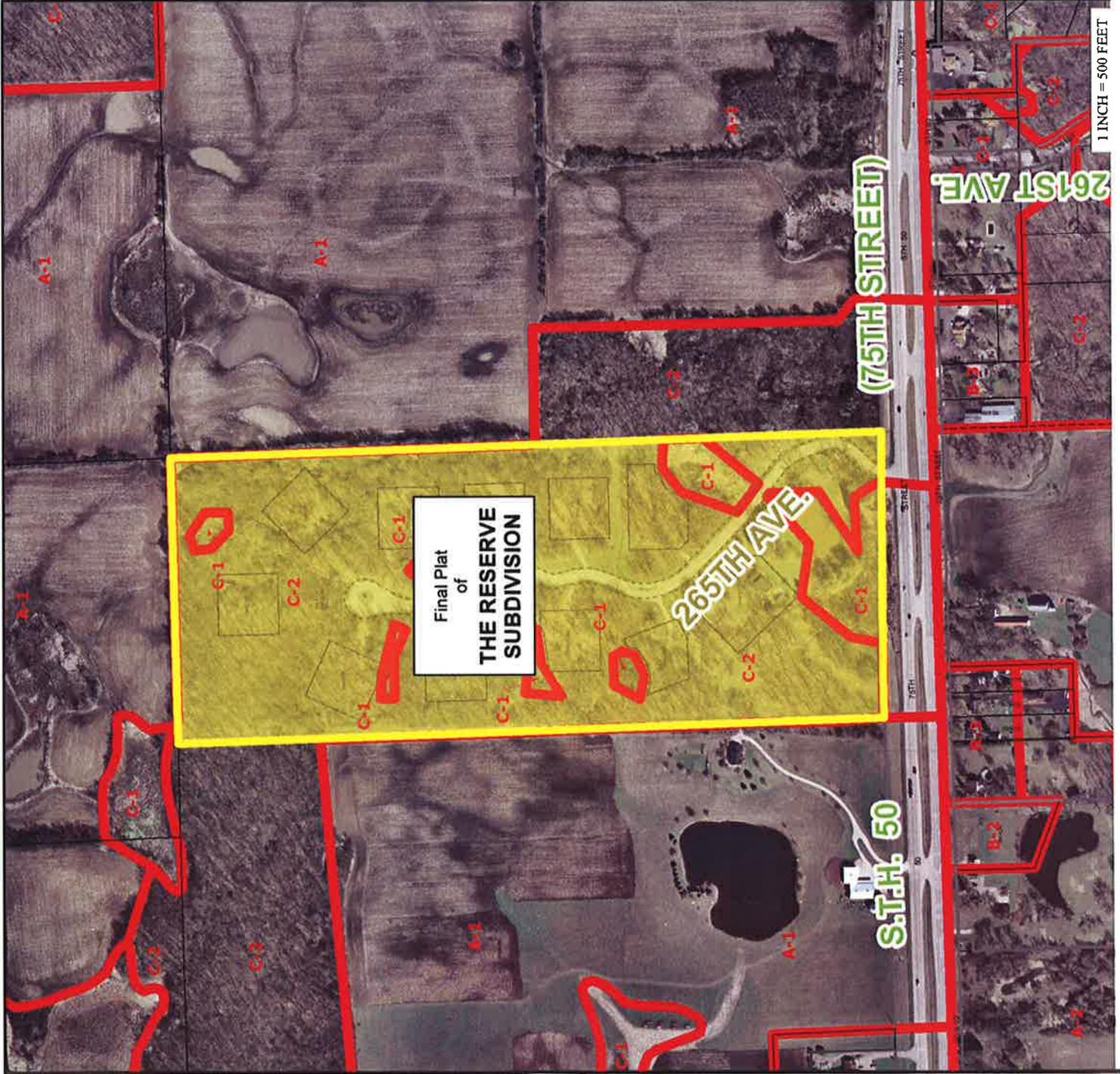
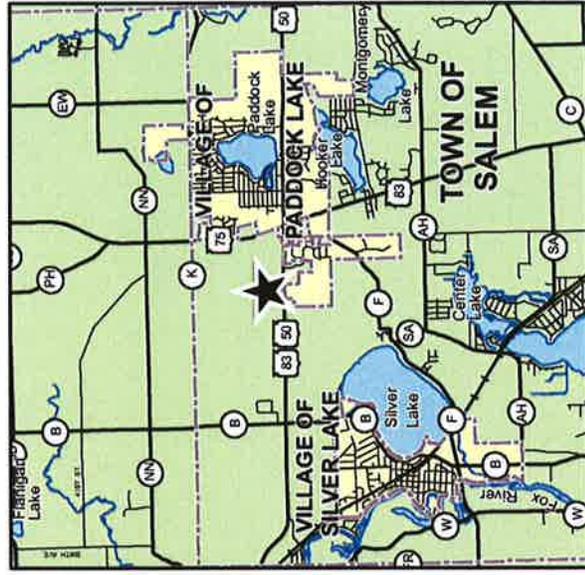
LOCATION: SE 1/4 of Section 4,
Town of Salem

TAX PARCEL(S):

#65-4-120-044-0101
Through
#65-4-120-044-0111

REQUEST:

Requesting Approval of the Final Plat
of The Reserve Subdivision.



Final Plat
of
**THE RESERVE
SUBDIVISION**

(75TH STREET)

265TH AVE

261ST AVE

S.T.H. 50

1 INCH = 500 FEET

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Emerald Ash Borer Reforestation Grant	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: 7/11/16	Date Resubmitted:
Submitted by: Matthew Collins	
Fiscal Note Attached <input checked="" type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared by: <i>Matt Collins</i>	Signature: <i>[Signature]</i>

WHEREAS, Kenosha County is in the process of mitigating the damages from the infestation of the emerald ash borer in the Parks and Golf Courses including the removal of trees and reforestation of affected areas, and

WHEREAS, a cost-share grant in the amount of \$20,000 is available to Kenosha County from the Bay-Lake Regional Planning Commission, through funding provided by the U.S. Forest Service, Great Lakes Restoration Initiative, for the purpose of funding the Emerald Ash Borer mitigation efforts at Petrifying Springs Park, and

WHEREAS, in order to receive this grant, Kenosha County must provide matching funds in the amount of \$5,000 consisting of in-kind contributions of labor.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors authorizes the Division of Parks to apply for this grant and to execute any contracts, agreements or other documents necessary to complete this transaction, and

BE IT FURTHER RESOLVED, that the Kenosha County Board modifies the 2016 Budget to allow for the receipt of this grant and the spending of matching funds per the budget modification which is attached and incorporated by reference.

Kenosha County Emerald Ash Borer Reforestation.

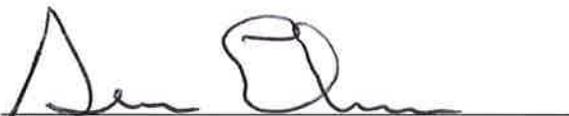
July 11, 2016

Page 2

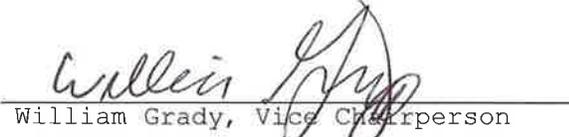
Respectfully Submitted:

Committee:

Aye Nay Abstain Excused


Dennis Elverman, Chairperson

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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William Grady, Vice Chairperson

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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John O'Day

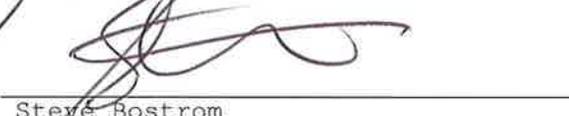
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Jill Gillmore

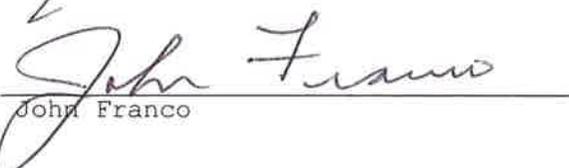
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Jeff Wamboldt

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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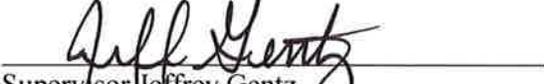
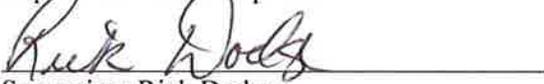

Steve Bostrom

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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John Franco

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
 Supervisor Terry W. Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ronald J. Frederick, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ed Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Emerald Ash Borer

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

DOCUMENT # _____ G/L DATE _____
 BATCH # _____ ENTRY DATE _____

DEPT/DIVISION: DPW / Parks

PURPOSE OF BUDGET MODIFICATION (REQUIRED):

Emerald Ash Borer Reforestation Grant

(1) ACCOUNT DESCRIPTION EXPENSES	(2)		(3) BUDGET CHANGE REQUESTED		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	(8) AFTER TRANSFER	
	BUSINESS UNIT	sub- sidiary	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)				REVISED BUDGET	EXPENSE BAL AVAIL
Salaries	65100	511100	20,000		428,274	428,274	214,957	448,274	233,317
	EXPENSE TOTALS		20,000	0	428,274	428,274	214,957	448,274	233,317

REVENUES	BUSINESS UNIT	sub- sidiary	(3) REVENUE CHANGE REQUESTED		ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
			REVENUE DECREASE (+)	REVENUE INCREASE (-)			
Grant Revenue	65100	446540		20,000	0	0	20,000
	REVENUE TOTALS		0	20,000	0	0	20,000

COLUMN TOTALS (EXP TOTAL + REV TOTAL) 20,000 20,000

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

PREPARED BY: Jim Kopfer FINANCE DIRECTOR Jim Kopfer DATE: 7/1/16
 (required) DATE: 7.7.16
 DIVISION HEAD: [Signature] COUNTY EXECUTIVE: Jim Hansen DATE: 7-8-16
 DEPARTMENT HEAD: [Signature] DATE: 7-7-16

- Please fill in all columns:
 (1) & (2) Account information as required
 (3) & (4) Budget change requested
 (5) Original budget as adopted by the board
 (6) Current budget (original budget w/past mods.)
 (7) Actual expenses to date
 (8) Budget after requested modifications
 (9) Balance available after transfer (col 8 - col 7).

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Parks Department: Public Works

Proposal Summary (attach explanation and required documents):
Apply to Bay-Lake Regional Planning Commission for funding Emerald Ash Borer reforestation efforts at Petrifying Springs Park.

Dept./Division Head Signature:  Date: 7/11/16

2. Department Head Review

Comments:

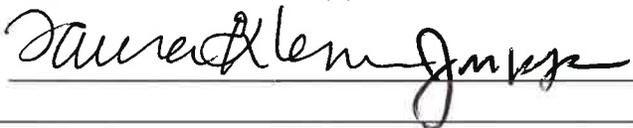
Recommendation: Approval Non-Approval

Department Head Signature:  Date: 7-7-16

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature:  Date: 7-7-16

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature:  Date: 7-8-16

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Purchase of Flood Plain Property	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: 7/11/16	Date Resubmitted:
Submitted by: Jim Kupfer	
Fiscal Note Attached <input checked="" type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared by: <i>James M. Kupfer</i>	Signature: <i>James M. Kupfer</i>

WHEREAS, Since 1995 Kenosha County has been acquiring flood-prone residential properties and vacant lots in the Fox River Watershed, and

WHEREAS, The purpose of acquiring these properties is forward-thinking; to eliminate legacy residences constructed in the Fox River flood-plain that are vulnerable to damage during flood-events creating potentially unsafe conditions, and

WHEREAS, since 1995 over 170 properties have been acquired and all site structures removed as a result of this program which has been funded through a combination of Federal, State and County resources, and

WHEREAS, another property in the flood plain has recently become available for purchase, and

WHEREAS, the total cost for purchasing this property, performing environmental testing/mitigation and residence demolition are estimated at \$63,000, and

WHEREAS, The availability of this property was not known at the time of the preparation of the 2016 Capital Budget and therefore not included as a part of the 2016 Capital Budget, and

WHEREAS, The 2016 Capital Budget did include \$600,000 for the installation of a new roof over the Kenosha County Center Highway garage and the final cost of this project will not exceed \$537,000, allowing for the potential repurposing of funds to pay for the acquisition and demolition of the flood plain property.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors modifies the 2016 Budget to allow for the repurposing of \$63,000 to acquire the flood plain property per the budget modification which is attached and incorporated by reference, and

Kenosha County – Purchase of Flood Plain Property

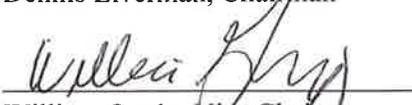
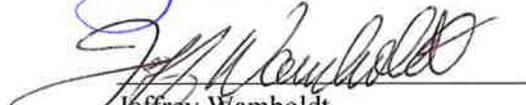
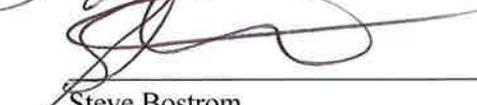
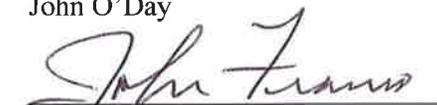
July 11, 2016

Page 2

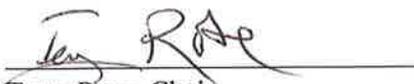
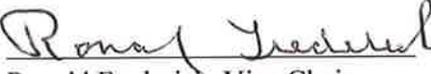
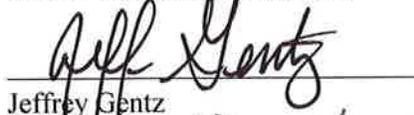
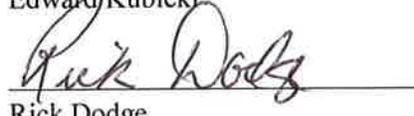
BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors authorizes The Department of Public Works and Development Services and Corporation Counsel to execute any contracts, agreements or other documents necessary to complete this transaction.

Respectfully Submitted:

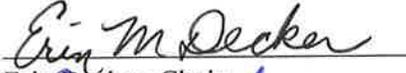
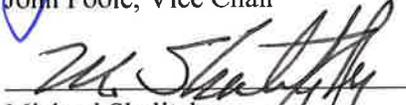
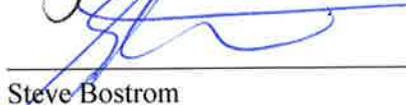
PUBLIC WORKS/FACILITIES
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Dennis Elverman, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 William Grady, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeffrey Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ John O'Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION
 COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Ronald Frederick, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Edward Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PLANNING, DEVELOPMENT
 & EXTENSION EDUCATION
 COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

DEPT/DIVISION: DPW / Parks DOCUMENT # _____ G/L DATE _____
 BATCH # _____ ENTRY DATE _____

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Purchase of Flood Plain Property. (DP)
Fox River Flood Plain.

(1) ACCOUNT DESCRIPTION EXPENSES	(2)		(3)		(4)		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	(8)		(9) EXPENSE BAL AVAIL
	BUSINESS UNIT	sub-sidiary	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)				REVISED BUDGET	EXPENSE BAL AVAIL	
Other Professional Svcs	18280	521900	63,000		75,000	75,000	75,000	60,900	138,000	77,100		
Building Improvements Fund 411	19480	582200		63,000	1,888,762	1,888,762	1,888,762	375,173	1,825,762	1,450,589		
	EXPENSE TOTALS		63,000	63,000	1,963,762	1,963,762	1,963,762	436,073	1,963,762	1,527,689		

BUSINESS UNIT	sub-sidiary	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
		0	0	0	0	0
REVENUE TOTALS		0	0	0	0	0

COLUMN TOTALS (EXP TOTAL + REV TOTAL) 63,000 63,000

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

PREPARED BY: Jim Kupfer FINANCE DIRECTOR Janet Long DATE: 7/11/16
 DIVISION HEAD: _____ (required) DATE: _____
 DEPARTMENT HEAD: RAY COUNTY EXECUTIVE: Jim Pfeiffer DATE: 7-8-16

- Please fill in all columns:
 (1) & (2) Account information as required
 (3) & (4) Budget change requested
 (5) Original budget as adopted by the board
 (6) Current budget (original budget w/past mods.)
 (7) Actual expenses to date
 (8) Budget after requested modifications
 (9) Balance available after transfer (col 8 - col 7).

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Planning and
Development

Department: Public Works

Proposal Summary (attach explanation and required documents):

Repurpose Public Works funds for the purpose of purchasing flood plain property.

Dept./Division Head Signature: _____

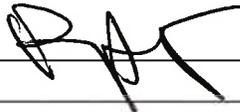
Date: _____

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: _____



Date: 7-8-16

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: _____



Date: 7/11/16

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: _____



Date: 7-5-16



COUNTY OF KENOSHA

Division of Planning & Development

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895

MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **August 10, 2016** Planning, Development & Extension Education Committee meeting that have filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

1. **LOIS LASCO TRUST (OWNER) – LINDA TISO (AGENT) – REZONING – SALEM**

Lois Lasco Trust, 27401 75th St., Salem, WI 53168-9530 (Owner), Linda Tiso, 29420 41st St., Salem WI 53168 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #65-4-120-092-0202 located in the NW ¼ of Section 9, T1N, R20E, Town of Salem.

2. **EDWARD C. DALTON 1/3 INT. , SUZANNE M. DALTON 1/3 INT. & DALTON JT. REV. TRUST – REZONING - SALEM**

Edward C. Dalton 1/3 Int., Suzanne M. Dalton 1/3 Int. & Dalton Jt. Rev. Trust, N3690 Scenic Dr., La Crosse, WI 54601 (Owner), Joseph Dalton, N3690 Scenic Dr., La Crosse, WI 54601 (Agent), Kenosha County Planning, Development & Extension Education Committee, 19600 75th Street, Suite 185-3, Bristol, WI 53104 (Sponsor), requesting a rezoning from C-2 Upland Resource Conservancy Dist., R-3 Urban Single-Family Residential Dist. & C-1 Lowland Resource Conservancy Dist. to C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcels #65-4-120-174-0340 & 65-4-120-174-0280 located in the SE 1/4 of Section 17, T1N, R20E, Town of Salem.

3. **HWY 50 STORAGE LLC – REZONING – SALEM**

Hwy 50 Storage LLC, 28611 75th St., Salem, WI 53168-9530 (Owner), Richard Hoffmann, 28601 75th St., Salem, WI 53168 (Agent), requesting a rezoning from B-3 Highway Business Dist., R-2 Suburban Single-Family Residential Dist. & C-2 Upland Resource Conservancy Dist. to B-3 Highway Business Dist. & C-2 Upland Resource Conservancy Dist. on Tax Parcel #65-4-120-081-0240 located in the NE 1/4 of Section 8, T1N, R20E, Town of Salem.

4. **JEFFREY A. BADTKE (OWNER) – REZONING – PARIS**

Jeffrey A. Badtke, 1520 136th Ave., Union Grove, WI 53182 (Owner), requesting a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #45-4-221-141-0300 located in the NE ¼ of Section 14, T2N, R21E, Town of Paris.

5. **TABLED JAMES F. & JUDY L. KUTZLER (OWNER) – COMPREHENSIVE PLAN AMENDMENT - SALEM**

Public Hearing on Proposed Comprehensive Plan Amendment, James F. & Judy L. Kutzler, 9037 263rd Ave., Salem, WI 53168-9329 (Owner), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Suburban-Density Residential” to “Suburban-Density Residential” & “Medium-Density Residential” on Tax Parcel #65-4-120-153-0720 located in the SW ¼ of Section 15, T1N, R20E, Town of Salem.

6. **TABLED JAMES F. & JUDY L. KUTZLER (OWNER) – REZONING – SALEM**

James F. & Judy L. Kutzler, 9037 263rd Ave., Salem, WI 53168-9329 (Owner), requesting a rezoning from R-2 Suburban Single-Family Residential Dist. to R-2 Suburban Single-Family Residential Dist. & R-3 Urban Single-Family Residential Dist. on Tax Parcel #65-4-120-153-0720 located in the SW ¼ of Section 15, T1N, R20E, Town of Salem.

7. **TABLED JEFFREY A. BADTKE (OWNER) – COMPREHENSIVE PLAN AMENDMENT - PARIS**

Tabled Request of Public Hearing on Proposed Comprehensive Plan Amendment, Jeffrey A. Badtke, 1520 136th Ave., Union Grove, WI 53182 (Owner), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection”, “General Agricultural & Open Land”, “INRA” & “Non-Farmed Wetland” to “Farmland Protection”, “Suburban-Density Residential” & “Non-Farmed Wetland” on part of Tax Parcel #45-4-221-141-0300 located in the NE ¼ of Section 14, T2N, R21E, Town of Paris.

8. **TABLED ACTION 50 LLC (OWNER) – MARK MERKLING (AGENT) – COMPREHENSIVE PLAN AMENDMENT – WHEATLAND**

Tabled Request of Public Hearing on Proposed Comprehensive Plan Amendment, Action 50 LLC, 420 W. Westleigh Rd., Lake Forest, IL 60045 (Owner), Mark Merkling, 5675 392nd Ave., Burlington, WI 53105 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Suburban-Density Residential” & “Non-Farmed Wetland” to “Commercial” and “Non-Farmed Wetland” on Tax Parcel #95-4-219-314-0640 located in Section 31, T2N, R19E, Town of Wheatland.

9. **TABLED ACTION 50 LLC (OWNER) – MARK MERKLING (AGENT) – REZONING – WHEATLAND**

Tabled Request of Action 50 LLC, 420 W. Westleigh Rd., Lake Forest, IL 60045 (Owner), Mark Merkling, 5675 392nd Ave., Burlington, WI 53105 (Agent), requesting a rezoning from A-2 General Agricultural Dist. to B-3 Highway Business Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #95-4-219-314-0640 located in SE ¼ Section 31, T2N, R19E, Town of Wheatland.

10. **TABLED ACTION 50 LLC (OWNER) – MARK MERKLING (AGENT) – CONDITIONAL USE PERMIT – WHEATLAND**

Tabled Request of Action 50 LLC, 420 W. Westleigh Rd., Lake Forest, IL 60045 (Owner), Mark Merkling, 5675 392nd Ave., Burlington, WI 53105 (Agent), requesting a Conditional Use Permit for Recreational Vehicle (RV) sales, service and outdoor display & storage in the B-3 Highway Business Dist. on Tax Parcel #95-4-219-314-0640 located in SE ¼ Section 31, T2N, R19E, Town of Wheatland.

11. Certified Surveys.
12. Approval of Minutes.
13. Citizens Comments.
14. Any Other Business Allowed by Law.
15. Adjournment.

Sincerely,



ANDY M. BUEHLER, Director
Division of Planning Operations

AMB:BF:jd

GL-18-16



COUNTY OF KENOSHA COUNTY CLERK

Mary T. Schuch-Krebs

1010 - 56th Street
Kenosha WI 53140
(262) 653-2552
Fax: (262) 653-2564



CLAIM AGAINST KENOSHA COUNTY

FULL NAME Brian Rozell DATE 6-22-16

ADDRESS PO Box 253
Bassett, WI 53101

TELEPHONE NUMBER: Home: _____
Cell/Work: 262-949-2010

DATE & TIME OF ACCIDENT OR LOSS _____
1-18-14 Case # 14-006514

LOCATION OF ACCIDENT _____
33204 80th Street
Burlington, WI 53105

DESCRIPTION OF ACCIDENT OR LOSS See Attachments!

- 1. explanation letter
- 2. Supplementary report from case - page 2 of 5 & 3 of 5
- 3. Laboratory Report - State Crime Lab
- 4. Sears.com printout - pricing of boots

WITNESS: Name _____
Address _____
Phone _____

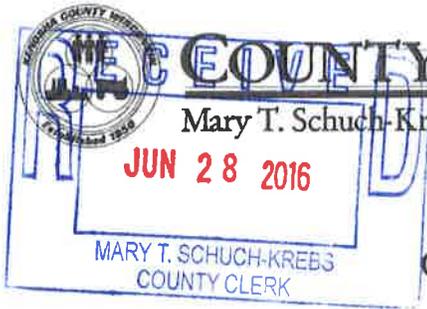
AMOUNT OF CLAIM (damages) \$ 180⁰⁰

CLAIMANT'S SIGNATURE Brian Rozell

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 - 56TH STREET
KENOSHA WI 53140

GL-19-16



COUNTY OF KENOSHA

COUNTY CLERK

Mary T. Schuch-Krebs

1010 - 56th Street
Kenosha WI 53140
(262) 653-2552
Fax: (262) 653-2564

CLAIM AGAINST KENOSHA COUNTY

FULL NAME Robert Solberg DATE 6-25-16

ADDRESS 2500 - 48th ST
Kenosha, WI 53140

TELEPHONE NUMBER: Home: 262-605-4722
Work: Cell 262-314-7620

DATE & TIME OF ACCIDENT OR LOSS 6-20-2016

LOCATION OF ACCIDENT At about 10:30 AM
West on Hy 50. Just before 45

DESCRIPTION OF ACCIDENT OR LOSS County workers were
weeding in media and one ^{hit} had a rock
and the rock hit flu into my windshield
causing 2 cracks

WITNESS: Name Joshua Hopkins
Address 2800 48th Street
Kenosha, WI 53140
Phone 262-605-4722

AMOUNT OF CLAIM (damages) \$ _____

CLAIMANT'S SIGNATURE Robert Solberg

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 - 56TH STREET
KENOSHA WI 53140

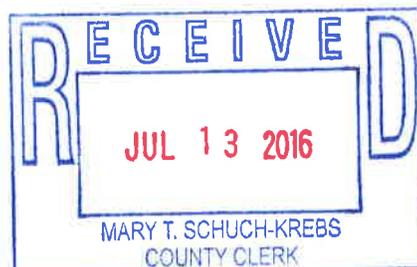
GL-20-14



Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127

July 12, 2016

Kenosha County Highway Dept.
Risk Management
1010 56th St.
Kenosha, WI 53140



ATTN: Claims Department
RE: Your file number: Policy Number:

Claim Number: 169025347
Date of Damage: 3/21/2016 12:00:00 PM
Location of Damage: 11303 Bristol Rd. (Winfield Rd.), Bristol, WI 53104
Amount Owed: \$1,011.77

Our company is handling the recovery interests of TIME WARNER CABLE. Your company (or your sub-contractor) damaged Time Warner Cable facilities while at the above location, discovered on 3/21/2016 .

Damage to an aerial .625 feeder cable and the strand/lashing wires during tree trimming by Kenosha County Highway Dept. Please email David Albert at David_Albert@phoenixlosscontrol.com for additional documentation.

Based on the information provided by the client, we have found you to be liable for this damage to Time Warner Cable facilities. Please forward any information that may dispute our findings, or payment in full, within 21 days of receipt of this correspondence.

If you are insured, you may consider turning this matter over to your insurance carrier, otherwise payment is due within 21 days of this letter and invoice. Visa/MasterCard/Discover credit cards are accepted with a 2% processing fee. Checks, Certified Money Orders, or Cashier's checks should be made payable to Phoenix Loss Control, Inc. and sent to:

**Phoenix Loss Control, Inc.
P.O. Box 271504
Littleton, CO 80127**

Please reference our claim number at the top of your check. If you have questions or require additional information, please contact me at the number listed below during normal business hours.

Sincerely,

David Albert
Claims Manager, Phoenix Loss Control, Inc.
Phone: 404-423-4242
Email: David_Albert@phoenixlosscontrol.com



Phone: 404-423-4242
 Email: David_Albert@phoenixlosscontrol.com

Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127

Kenosha County Highway Dept. First Notice
 Risk Management
 1010 56th St.
 Kenosha, WI 53140
 Phone: 262-653-1858

Date
7/12/2016
Claim #
169025347
Client
Time Warner Cable

QTY	Description	Unit Price	Total
100.00	Cable - RG-11	\$0.18	\$18.00
1.00	.625 pin connector power cord	\$22.98	\$22.98
1.00	.625 F Connector	\$18.97	\$18.97
2.00	FITTING - RG 11	\$0.00	\$0.00
1.00	.625 connector W/BAFF	\$15.58	\$15.58
2.00	FITTING - .500	\$8.92	\$17.84
100.00	CABLE - .625	\$0.48	\$48.00
2.00	.625 pin connector	\$4.50	\$9.00
100.00	Delash/relash cable	\$1.06	\$106.00
100.00	LASHING WIRE	\$0.07	\$7.00
2.00	Lashing wire clamp	\$0.54	\$1.08
100.00	STRAND 1/4"	\$0.28	\$28.00
100.00	Aerial construction	\$2.94	\$294.00
1.00	Set up fee - Aerial (under 450')	\$184.01	\$184.01
1:0	Maintenance Tech - Regular Time	\$31.50	\$31.50
0:30	Maintenance Tech - Regular Time	\$31.50	\$15.75
1:0	Bucket Truck - Regular Time	\$48.13	\$48.13
0:30	Bucket Truck - Regular Time	\$48.13	\$24.06
1.00	Loss of Use	\$50.00	\$50.00
1.00	Investigator Fee	\$71.87	\$71.87
		Sub-Total	\$1,011.77
		Payments	\$0.00
		Balance	\$1,011.77
Please remit payment of balance within 21 days of this notice.			
Thank You!			

Damage Address: 11303 Bristol Rd. (Winfield Rd.), Bristol, WI 53104



Please reference your claim number: 169025347 on checks or correspondence.

Please visit <http://cts.phxloss.com/pay> to pay with a credit card. You will be asked to provide your claim number.

Please Send Payment To:
 Phoenix Loss Control, Inc.
 P.O. Box 271504
 Littleton, CO 80127

GL-21-16



COUNTY OF KENOSHA

COUNTY CLERK

Mary T. Schuch-Krebs

1010 - 56th Street
Kenosha WI 53140
(262) 653-2552
Fax: (262) 653-2564

CLAIM AGAINST KENOSHA COUNTY



FULL NAME Bari Bahr DATE 7-1-16

ADDRESS 121 Wisconsin Street
Genoa City WI 53128

TELEPHONE NUMBER: Home: Cell 262-527-9946
Work: N/A

DATE & TIME OF ACCIDENT OR LOSS June 28th @ 7:30am
2016

LOCATION OF ACCIDENT through "P" between Bloomfield Rd
& Highway 50

DESCRIPTION OF ACCIDENT OR LOSS The Kenosha county is
re-paving and asphaltting the road. They are allowing
traffic to go through the road during construction. ~~They~~ Workers
have flaggers stopping traffic so one lane is open and rotating
off allowing traffic to go through. I was directed by Kenosha
county workers to continue through during worker hours and
I followed along with the other traffic. My 2016 Jeep Cherokee
is covered in chemicals that the county is applying to the road.
This consists of all of my wheels, back of vehicle and driver & passenger
sides.

WITNESS: Name _____
Address _____
Phone _____

AMOUNT OF CLAIM (damages) \$ _____

CLAIMANT'S SIGNATURE Bari M Bahr

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 - 56TH STREET
KENOSHA WI 53140



I had noticed the chemical/tar like material on my vehicle on Tuesday June 28th around 9am, I had later discovered the heavy amount of material that has been coated on my vehicle.