

ORDINANCE NO. 21-01
Amend Chapter 4, § 4-14 (Agriculture and Extension Education Committee),
§ 4-17 (Building Committee), and § 4-30 (Parks Committee)
of the Pierce County Code

PIERCE COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That Chapter 4, § 4-14 of the Pierce County Code is hereby revised as follows:

§ 4-14. Agriculture and Extension Education Committee.

The Agriculture and Extension Education Committee shall:

A. According to § 59.56(3), Wis. Stats., administer the county extension programs jointly with the cooperative extension district director in the following areas:

(1) Select, employ, evaluate and supervise the professional staff.

(2) Develop a program focus.

(3) Evaluate program direction and outcome.

~~B. Provide supervision of County-owned forests and the adjacent County-owned cemetery.^[2]~~

~~[2] Editor's Note: Original Sec. 2.03.160, Board of Adjustment, which immediately followed this subsection, was deleted 4-17-2001 by Ord. No. 00.15.~~

[1] *Editor's Note: Former § § 4-11 through 4-15 were renumbered 2-24-2004 by Ord. No. 03-28 as § § 4-13 through 4-17, respectively. Former § 4-16, Council on Aging, was renumbered § 4-35 by the same ordinance.*

SECTION 2: That Chapter 4, § 4-17 of the Pierce County Code is hereby revised as follows:

§ 4-17. Building Committee.

[Amended by Ord. No. 96-6]

The Building Committee shall:

A. Have supervision of upkeep of all County buildings and grounds, including the county owned cemetery, and excluding buildings used by the Highway Department, Nugget Lake County Park, and Solid Waste Facility.

[Amended 4-16-2002 by Ord. No. 02-01; 3-25-2003 by Ord. No. 02-19]

B. Provide policy guidance regarding maintenance and grounds activities of the courthouse, office building and fairgrounds.

[Amended 4-16-2002 by Ord. No. 02-01; 3-25-2003 by Ord. No. 02-19; 6-27-2006 by Ord. No. 06-04]

- C. Maintain fairgrounds and buildings, including rental rates and rental of storage space.
[Amended 3-25-2003 by Ord. No. 02-19]
- D. Have the duty to analyze on an ongoing basis the building needs of the county and to report to the Board at least two times each year.

SECTION 3: That Chapter 4, § 4-30 of the Pierce County Code is hereby revised as follows:

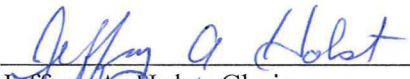
§ 4-30. Parks Committee.

[Amended 4-16-2002 by Ord. No. 02-01; 8-22-2006 by Ord. No. 06-10, effective 1-1-2007]

The Parks Committee shall have supervision of all matters relating to the parks, county owned forests, and recreational facilities. The Pierce County Shooting Range Committee shall be a subcommittee of the Parks Committee.

SECTION 4: That this Ordinance shall become effective upon its adoption and publication as required by law.

Dated this 20th day of April, 2021.



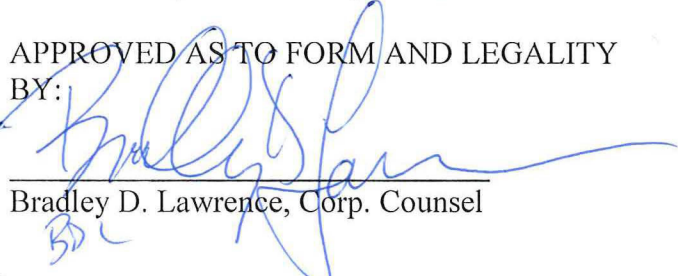
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY
BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: **ADOPTED**

APR 20 2021

ORDINANCE NO. 21-02
Amend Chapter 4, § 4-4 (Meetings) of the Pierce County Code

PIERCE COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That Chapter 4, § 4-4 of the Pierce County Code is hereby revised as follows:

§ 4-4. Meetings.

[Amended by Ord. No. 96-6; 2-24-2004 by Ord. No. 03-28; 6-28-2011 by Ord. No. 11-03]

- A. Organizational. The Board shall meet on the third Tuesday of April, following the elections of the County Board of Supervisors, for the purpose of organizing the Board and other general business of the Board. Following the elections, the County Board rules of the most recent term shall remain in effect until the newly elected County Board meets and adopts Board rules for the new term.
- B. Annual reports. The Board shall meet in April for the purpose of approving all annual reports of departments and other general business of the Board. It is the request and recommendation of the Board that all departmental reports conform to the following outline:
 - (1) A concise statement of any changes in the policy or activity of the department which materially affects the operation of the department compared with former years; and
 - (2) A short summary statement of any other matters which should come to the attention of the Board.
- C. Annual meeting. The Board shall meet on the second Tuesday in November for the purpose of passing upon the budget and transacting general business of the Board.
- D. Monthly meeting. In addition to the meetings prescribed in Subsections A and C, the Board shall meet on the fourth Tuesday of each month, except November, for the purpose of transacting general business of the Board. The date may be changed or the monthly meeting may be canceled by the County Board Chairperson with the approval of the Finance and Personnel Committee.
- E. Special meetings. The Board may be called into special session by the written request of the County Board Chairperson with the approval of the Finance and Personnel Committee or upon written request of a majority of the members of the County Board. Such written requests shall be delivered to the County Clerk and

shall specify the purpose and time of the meeting. The date of special meetings shall not be less than 48 hours from the date of the delivery of the written request to the County Clerk. Upon receiving the request, the Clerk shall forthwith mail to each Supervisor notice of the time and place of the meeting. In the event of an emergency, the Chairperson of the County Board may, by written notice to the County Clerk, convene an emergency meeting of the County Board. The notice shall specify the time and place of the meeting and the subjects to be considered. The time of the meeting shall not be less than 12 hours from the filing of the notice. The Clerk or, if not possible, the Sheriff shall immediately notify the media and each Board member in person or by telephone of the time, place and purpose of the meeting.

- F. Meeting time. The organizational and annual meetings shall be held at 9:00 a.m. The monthly meetings shall be held at 7:00 p.m. This time may be changed by the County Board Chairperson with approval of the Finance and Personnel Committee.
- G. Physical or remote presence necessary. Each County Board Supervisor or citizen member shall be physically or remotely in attendance at a County Board meeting or meetings of committees of the Board to be considered present. ~~Although Board or Committee members must be physically in attendance to be considered present for purposes of a quorum and to vote, they may participate telephonically or electronically, for discussion purposes only, except for those portions of a meeting that are not in closed session for which physical presence shall be required, and remote participation is prohibited.~~

SECTION 2: That this Ordinance shall become effective upon its adoption and publication as required by law.


Dated this 20th day of April, 2021.


Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:


Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY
BY:


Bradley D. Lawrence, Corp. Counsel

Adopted: _____

ADOPTED

APR 20 2021

SUBSTITUTE ORDINANCE NO. 21-03
Amend Chapter 4, § 4-29 (Law Enforcement Committee) and
Chapter 10, § 10-4 (Emergency Management Organization)
of the Pierce County Code

PIERCE COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That Chapter 4, § 4-29 of the Pierce County Code is hereby revised as follows:

§ 4-29. Law Enforcement Committee.

[Amended by Ord. No. 96-6; 1-23-2007 by Ord. No. 06-19; 3-27-2012 by Ord. No. 11-15]

A. The Law Enforcement Committee shall have:

(1) Supervision of the Sheriff's Department, District Attorney, Register in Probate, Circuit Court and Medical Examiner.
[Amended 10-27-2015 by Ord. No. 15-03]

(2) Jurisdiction over all matters relating to justice and law enforcement.

B. The Law Enforcement Committee is hereby designated as the County Emergency Management Committee and shall:

(1) Be responsible for policy direction and supervision of the Emergency Management Office, ~~subject to the day-to-day supervision of the Sheriff.~~

(2) Assure that emergency plans are current and comply with state statutes.

[1] *Editor's Note: Former §§ 4-29 through 4-31 were renumbered as §§ 4-37 through 4-39, respectively, 2-24-2004 by Ord. No. 03-28.*

SECTION 2: That Chapter 10, § 10-4 of the Pierce County Code is hereby revised as follows:

§ 10-4. Organization.

A. Purpose. To ensure that the County and its participating municipalities will be prepared to cope with emergencies resulting from enemy action and with emergencies resulting from natural disasters, a County emergency management organization is created to carry out the purposes in Chapter 323, Wis. Stats.

[Amended 3-27-2012 by Ord. No. 11-16]

B. Definitions. As used in this section, the following terms are defined as follows:

EMERGENCY MANAGEMENT

All those activities and measures designed or undertaken to minimize the effects upon the civilian population caused or which would be caused by enemy action; to deal with the immediate emergency conditions which would be created by such enemy action; and to effectuate emergency repairs to, or the emergency restoration of, vital public utilities and facilities destroyed or damaged by such enemy action.

ENEMY ACTION

Any hostile action taken by a foreign power which threatens the security of the State of Wisconsin.

NATURAL DISASTER

Includes all other extraordinary misfortunes affecting the County, natural or man-made, not included in the term "enemy action."

C. Emergency Management Director.

- (1) Appointed. The Director shall hold the office of Emergency Management Director of the County and, in addition to ~~his~~ the duties as County Director, ~~he~~ the Director shall have the additional duties and responsibilities of the Municipal Emergency Management Director for each participating municipality as set forth in the Wisconsin statutes.
- (2) Employed. The Director shall be nominated by the Law Enforcement Committee and confirmed and employed by the County Board. He shall be considered to be an employee of the County and shall be entitled to all of the rights, privileges and benefits that County employees have.
[Amended 3-27-2012 by Ord. No. 11-16]
- (3) Field director. The field director shall perform various tasks under supervision of the Emergency Management Director.
- (4) Federal disaster aid. The County Board authorizes the County Emergency Management Director to execute for and on behalf of the County all applications for the purpose of obtaining federal financial assistance under the Federal Disaster Act.
- (5) Duties generally.
 - (a) The Director, in assuming the functions of the County Director, subject to the day-to-day supervision of ~~the Sheriff~~, and at the

direction and policy guidance of the Law Enforcement Committee and under the general supervision of the County Board, shall:
[Amended 12-19-2006 by Ord. No. 06-18; 3-27-2012 by Ord. No. 11-16]

- [1] Develop and promulgate emergency management plans for the County, consistent with the state plan;
- [2] Coordinate and assist in the development of municipal emergency management plans within the County and integrate such plans with the County plans;
- [3] Direct the County emergency management program;
- [4] Direct County-wide emergency management training programs and exercises;
- [5] Advise the State Director of all emergency management planning for the County and render such reports as may be required by the State Director;
- [6] In case of a state of emergency proclaimed by the Governor, direct the County emergency management activities and coordinate the municipal emergency management activities within the County, subject to the coordinating authority of the State Director; and
- [7] Manage, supervise, and maintain the emergency telecommunications E-911 system / Public Safety Answering Point (PSAP) / Dispatch Center.
- [8] Perform such other duties relating to emergency management as may be required by the County Board.

- (b) The Director, in assuming the functions of Emergency Management Director, is subject to the control and direction of the respective emergency management organization and shall coordinate the County organization and plan.

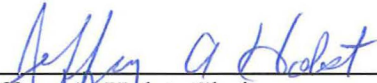
- D. Duty of County organization; expenditures. If the Governor, County Board Chairman or the County Director determines that an emergency exists growing out of a natural or man-made disaster, the County organization shall cope with the problems of emergency within the County. Expenditures for such services rendered in participating municipalities shall be considered County expenditures.

- E. Funding. The County Board shall provide funds for operation of the County emergency management program and shall include the cost thereof in the general County tax levy.
- F. County survival plan. The County Board accepts the County survival plan as written and supports the implementation of its various services and directs that all County employees give full cooperation to the implementation of their assigned services.
- G. State emergency operations plan. The state emergency operations plan, as amended by the General Change Order No. 4, is adopted as the official program of the County for emergency management.
- H. Continuity of government. The continuity of government shall be in the following order so as to comply with the Wisconsin statutes:
 - (1) Chairman of the Board of Supervisors;
 - (2) Emergency Management Director;
 - (3) County Sheriff;
 - (4) Law Enforcement Committee Chairperson; and
[Amended 3-27-2012 by Ord. No. 11-16]
 - (5) Administrative Coordinator.
[Amended 4-17-2001 by Ord. No. 00-15]
- I. Duties of Department of Human Services.
 - (1) The County Department of Human Services is designated to participate in the emergency management plan as organized by the County Emergency Director in accordance with policies, procedures and standards of the State Department of Family Services and shall for such purpose have the authority to participate in any emergency management activity, whether it be a case of enemy attack, natural disaster, federal alert or practice or test runs.
[Amended 3-27-2012 by Ord. No. 11-16]
 - (2) The Department of Human Services shall establish an approved plan for a line of succession to key agency positions for preservation and protection of essential documents and records and the protection of duplicate records, personal services and other costs related to the continuity of operations of the public assistance programs in an emergency, including disaster preparedness training and the development and establishment of offices essential for the resumption of operations after the emergency.

- (3) These duties shall include, without limitation by reason of enumeration, feeding and clothing; housing or lodging in private and congregate facilities; registration; locating and reuniting families; care of unaccompanied children, the aged, the handicapped and other groups needing specialized care or service; necessary financial or other assistance; counseling and referral services to families and individuals; aid to welfare institutions under national emergency or post-attack conditions; and all other feasible welfare aid and services to people in need during a civil defense emergency. Such measures include organization, direction and provision of services to be instituted before attack in the event of strategic or tactical evacuation and after attack in the event of evacuation or of refuge in shelters.
- (4) The Department of Human Services shall perform such other services as may be delegated by the State Department of Family Services.
[Amended 3-27-2012 by Ord. No. 11-16]
- (5) The agency, in performance of emergency management activities, may employ additional administration staff, either full time or part time. Such staff shall be employed under the merit system classification and salary range pursuant to § 49.33(4) to (7), Wis. Stats., and Rule PW-PA 10.
- (6) The County agency, in the performance of emergency management activities, may also make use of voluntary workers who shall receive no salary but who may be paid necessary and usual out-of-pocket expenses incurred in performing this work, such payment to be made from the administration account of such agency.
- J. Highway equipment use. The County Board authorizes the County Emergency Management Director to direct the use of County Highway Department equipment and facilities in times of emergency resulting from disaster.
- K. Violations and penalties. No person shall willfully obstruct, hinder or delay any member of the emergency management organization in the enforcement of any order, rule, regulation or plan issued pursuant to this section or do any act forbidden by any order, rule, regulation or plan issued pursuant to the authority contained in this section. Any person found to be in violation of any of the provisions of this section shall be subject to a penalty pursuant to § 323.28, Wis. Stats.
[Amended 4-17-2001 by Ord. No. 00-15; 3-27-2012 by Ord. No. 11-16]

SECTION 3: That this Ordinance shall become effective upon its adoption and publication as required by law.

Dated this 20th day of April, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY
BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: **ADOPTED**

APR 20 2021

ORDINANCE 21-04

**MAP AMENDMENT (REZONE) FOR 6.887-ACRES FROM
AGRICULTURAL-RESIDENTIAL TO COMMERCIAL IN THE TOWN OF UNION
(FETZER FARMS INC.)**

The Board of Supervisors of Pierce County, Wisconsin does ordain as follows:

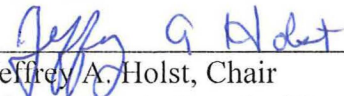
Section 1: The Official Pierce County Zoning Map for the Town of Union is amended to change the zoning from Agricultural-Residential to Commercial on a parcel that is 6.887-acres located in part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 25 North, Range 15 West, Town of Union, Pierce County, Wisconsin, described as follows:

Commencing at the northwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 18; thence on an assumed bearing of South 89 degrees 53 minutes 07 seconds East, along the north line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 600.00 feet to the point of beginning of the land to be described; thence South 00 degrees 06 minutes 53 seconds West, a distance of 600.00 feet; thence South 89 degrees 53 minutes 07 seconds East, a distance of 500.00 feet; thence North 00 degrees 06 minutes 53 seconds East, a distance of 600.00 feet to the north line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North 89 degree 53 minutes 07 seconds West, along said north line, a distance of 500.00 feet to the point of beginning (Part of Parcel Number 034-01042-0700).

Section 2: That this ordinance shall not be codified.

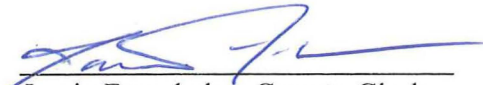
Section 3: That this ordinance shall take effect upon its adoption and publication as required by law.

Dated this 20th day of April, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
BOL

Adopted: MAY 25 2021

Rezone application was approved by Land Management Committee on April 7, 2021.

AFFIDAVIT OF PUBLICATION

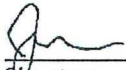
Pierce County Land Management
411 W Main Street
Ellsworth WI 54011
United States

Description: Notice of Public Hearing JM
Watkins LLC


STATE OF WISCONSIN - ss.
Pierce County

John McLoone, being duly sworn on oath, says that he is the publisher of The Pierce County Journal, a weekly newspaper published in the County of Pierce, State of Wisconsin, and the legal notice of which the annexed text, taken from the paper, is a copy and was published in said newspaper, once each week for 2 successive week(s).

Publication Dates: PRCE: 3/18/2021,
3/25/2021


Signature

Subscribed and sworn before me on:
4/8/2021


Notary Public

My commission expires July 7, 2024

MAGGIE MARY MCLOONE
Notary Public
State of Wisconsin

Notice of Public Hearing

State of Wisconsin)
) ss.
County of Pierce)

Public notice is hereby given to all persons in Pierce County, Wisconsin, that a public hearing will be held on the 7th day of April, 2021, at 6:00 pm, before the Land Management Committee to consider and take action on a request for a Map Amendment (Rezone) from Agriculture Residential District to Commercial District, for JM Watkins, LLC, agent for Fetzer Farms Inc, owner, on an approximate 7 acre parcel, located in part of the NW ¼ of the NW ¼ of Section 18, T25N, R15W, Town of Union, Pierce County, WI.

In-person meeting is limited to Committee Members Only

Public attendance is only available virtually with the link or phone number provided below.

<https://zoom.us/j/94496424392?pwd=N0h6K0s5VW5sUGNpQ0JWNHNsRlMUT09>

Meeting ID Number: 944 9642 4392
122032
United States: + 1 (312) 626-6799
122032

Password:

Access Code:

All persons interested are invited to said hearing and to be heard.

Brad Roy

Notice of Public Hearing

State of Wisconsin)
) ss.
County of Pierce)

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Meeting ID Number: 944 9642 4392
United States: + 1 (312) 626-6799

Password: 122032
Access Code: 122032

All persons interested are invited to said hearing and to be heard.

Brad Roy
Zoning Administrator
Pierce County, Wisconsin
RZNPH21.01

WNAXLP

STAFF REPORT LAND MANAGEMENT COMMITTEE

Land Management Committee Meeting,

April 7, 2021

Agenda Item 4

Applicant: JM Watkins LLC (agent) for Fetzner Farms Inc (owners)

Request: Map amendment (rezone) from Agriculture-Residential to Commercial

Background:

Applicants propose to rezone 6.887-acres from the Agriculture-Residential zoning district to Commercial in order to move JM Watkins, LLC, a local, family-owned meat processing business from the Village of Plum City to this new location, an area often referred to as Ono or Grange Hall. The Ono/Grange Hall area is characterized by two commercial uses, a church, several homes, a DOT park and ride lot, and the Muskie Proppant frac sand processing facility.

JM Watkins, LLC was owned and operated by the Watkins family for 66 years until family friend Brandon Clare bought the business in November 2013. Mr. Clare plans to continue the Watkins tradition of quality, value, and good recipes, while adding more meat varieties including chicken, lamb, and seafood.

Issues Pertaining to the Request:

- The parcel is located in part of the NW ¼ of the NW ¼ of Sec. 18, T25N, R15W in the Town of Union. The proposed 6.887-acre parcel is located on the South side of US Highway 10 being 600 ft east of the intersection of Cty Rd CC & US Hwy 10.
- The parcel is currently in the Agriculture-Residential zoning district. Adjacent zoning districts are Agriculture-Residential, General Rural, Primary Agriculture, Commercial (being ~300ft to the west) and Industrial (being ~ 900 ft to the east).
- Current land use is agricultural. Neighboring land uses are agricultural, institutional, residential, commercial, and industrial.
- Pierce County Zoning Code §240-15 Purpose and Intent of Zoning Districts states:
Agriculture-Residential (AR) is “established to provide for the continuation of agricultural practices in areas of the county which have historically been devoted to farm operations while providing locations for rural housing opportunities without public sewer and certain recreational and other nonresidential uses.”

Commercial (C) is “established to provide for retail shopping and personal service uses to be developed either as a unit or in individual parcels to serve the needs of nearby residential neighborhoods as well as the entire county. The purpose of the district is to provide sufficient space in appropriate locations for certain commercial and other nonresidential uses while affording protection to surrounding properties from excessive noise, traffic, drainage or other nuisance factors.”
- The WI Dept. of Transportation (DOT) stated in a letter to the agent that the DOT does not have objections to a commercial access at this site. The DOT may complete future traffic counts and will visit the site to determine culvert size and end walls. The DOT stated the width of the commercial access is 35 ft maximum and that this property has an 80-foot road right-of-way.

- The Town of Union, which has not adopted a comprehensive plan, recommended approval of this request on 11-9-2020.
- The Pierce County Comprehensive Plan states, “The County will approve re-zonings or map amendments only when the proposed change is consistent with an adopted or amended town comprehensive plan. In cases where a town has not adopted a comprehensive plan, rezoning will be approved only when consistent with the Pierce County Plan (encouraged vs. discouraged). In such cases, Pierce County will solicit a non-binding town recommendation regarding the proposed rezone.”
- The Pierce County Comprehensive Plan contains the following Land Use planning goal and policy which directly relate to this request:

Land Use Goal: “Provide for a well-balanced mix of land uses within the county that take into consideration the other goals and objectives of the comprehensive plan.”

Land Use Policy: “Encourage the concentration of non-agricultural employment, including commercial and light industrial uses, within high accessibility corridors, at or near intersections of County and State Highways, and within close proximity to necessary support services.”

- The value of land for agricultural use according to the USDA Web Soil Survey is as follows:

Soil Map Unit Name	Slope	% Area	Capability Unit	New Farmland Classification
Hersey Silt Loam (826B2)	2-6%	19.4 %	2e	All areas are prime farmland.
Hersey Silt Loam (826C2)	6-12%	80.6 %	3e	Farmland of statewide importance.

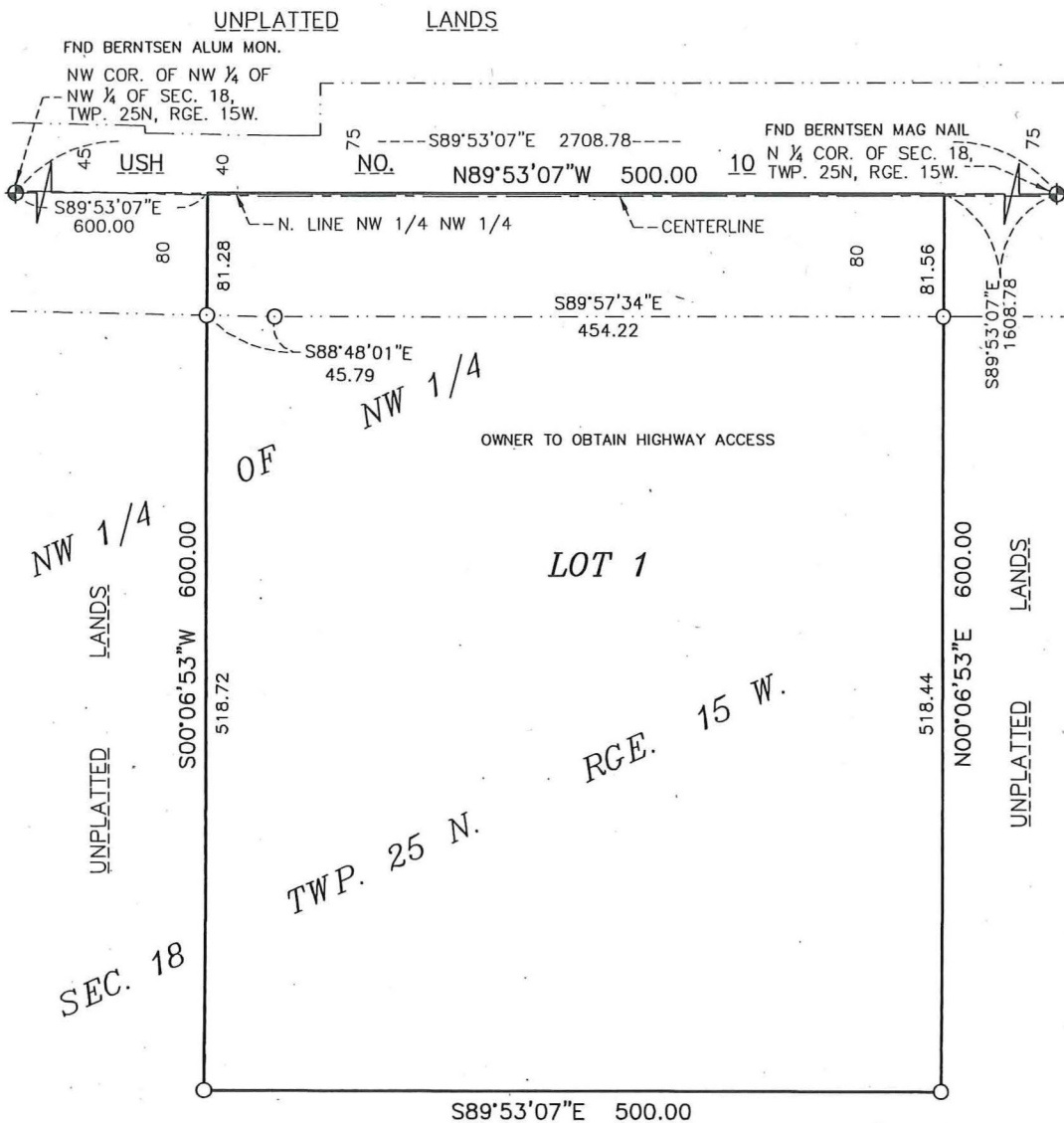
Staff Recommendation:

Given that the Town of Union Board of Supervisors has recommended approval of this proposed map amendment and that the request is consistent with Pierce County’s adopted Comprehensive Plan, staff recommends that the LMC approve this map amendment (rezone) of 6.887-acres from Agriculture-Residential to Commercial and forward a recommendation to the County Board of Supervisors.

Submitted By: Emily Lund
Assistant Zoning Administrator

CERTIFIED SURVEY MAP

FOR: BRANDON CLARE LOCATED IN THE: NW 1/4 OF THE NW 1/4 OF SEC. 18,
TWP. 25 N., RGE. 15 W., TOWN OF UNION, PIERCE COUNTY, WISCONSIN.



LEGEND

UNPLATTED LANDS

LANDS

- DENOTES A PLACED 1" BY 18" O.D. IRON PIPE WEIGHING 1.13 LBS. PER LINEAL FT.
- ⊕ DENOTES FOUND PIERCE COUNTY MONUMENT.

AREA LOT 1 INC. ROW
300000.000 Sq. Feet
6.887 Acres

AREA LOT 1 EXC. ROW
259080.584 Sq. Feet
5.948 Acres



MAP DATE: 3/23/2021

THE BEARINGS SHOWN HEREON ARE BASED ON
PIERCE CO. COORDINATE SYSTEM NAD'83 ('91)
ADJ. THE NORTH LINE OF THE NW 1/4 OF SEC.
18 BEARS S89°53'07"E.



sm # 2409

CERTIFIED SURVEY MAP

FOR: BRANDON CLARE LOCATED IN THE: NW 1/4 OF THE NW 1/4 OF SEC. 18, TWP.
25 N., RGE. 15 W., TOWN OF UNION, PIERCE COUNTY, WISCONSIN.


SURVEYOR'S CERTIFICATE

I, Marcus S. Johnson, Wisconsin Professional Land Surveyor, hereby certify: That I have surveyed, divided and mapped a parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 18, Township 25 North, Range 15 West, Town of Union, Pierce County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 18, thence on an assumed bearing of South 89 degrees 53 minutes 07 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 600.00 feet to the point of beginning of the land to be described; thence South 00 degrees 06 minutes 53 seconds West, a distance of 600.00 feet; thence South 89 degrees 53 minutes 07 seconds East, a distance of 500.00 feet; thence North 00 degrees 06 minutes 53 seconds East, a distance of 600.00 feet to the north line of said Northwest Quarter of the Northwest Quarter; thence North 89 degrees 53 minutes 07 seconds West, along said north line, a distance of 500.00 feet to the point of beginning.

Subject to a roadway easement over and across that part taken by U.S. Highway Number 10, and subject to all other easements and restrictions of record.

That I have made such survey, land division and map by the direction of Brandon Clare, Subdivider of said land, that such map is a correct representation of the exterior boundaries of the land surveyed and the map made thereof and that I have fully complied with the Pierce County Subdivision Ordinance and the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.



Marcus S. Johnson S-2659
Wisconsin Professional Land Surveyor
March 23, 2021



MAP DATE: 3/23/2021

Land Management Committee

Fetzer Farms Inc /
Agent: JM Watkins LLC
April 7, 2021

Rezone/Map Amendment Ag-Res to Commercial

Legend

 Dwellings

 Current Parcel

 New Rezone Parcel
Parcels


Zoning

 Agriculture - Residential

 Commercial

 General Rural

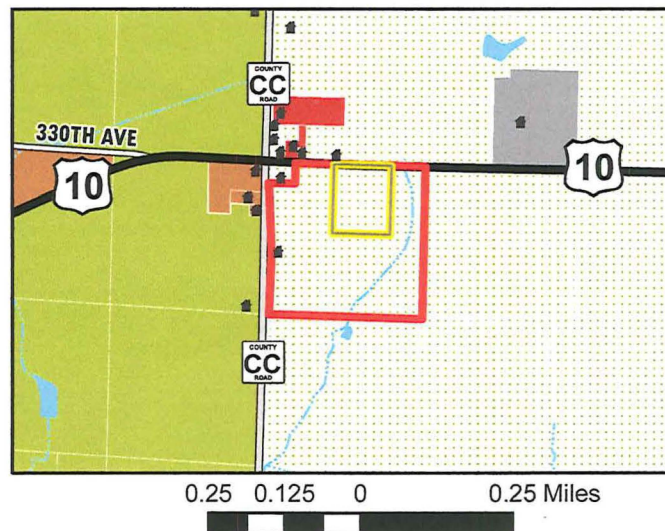
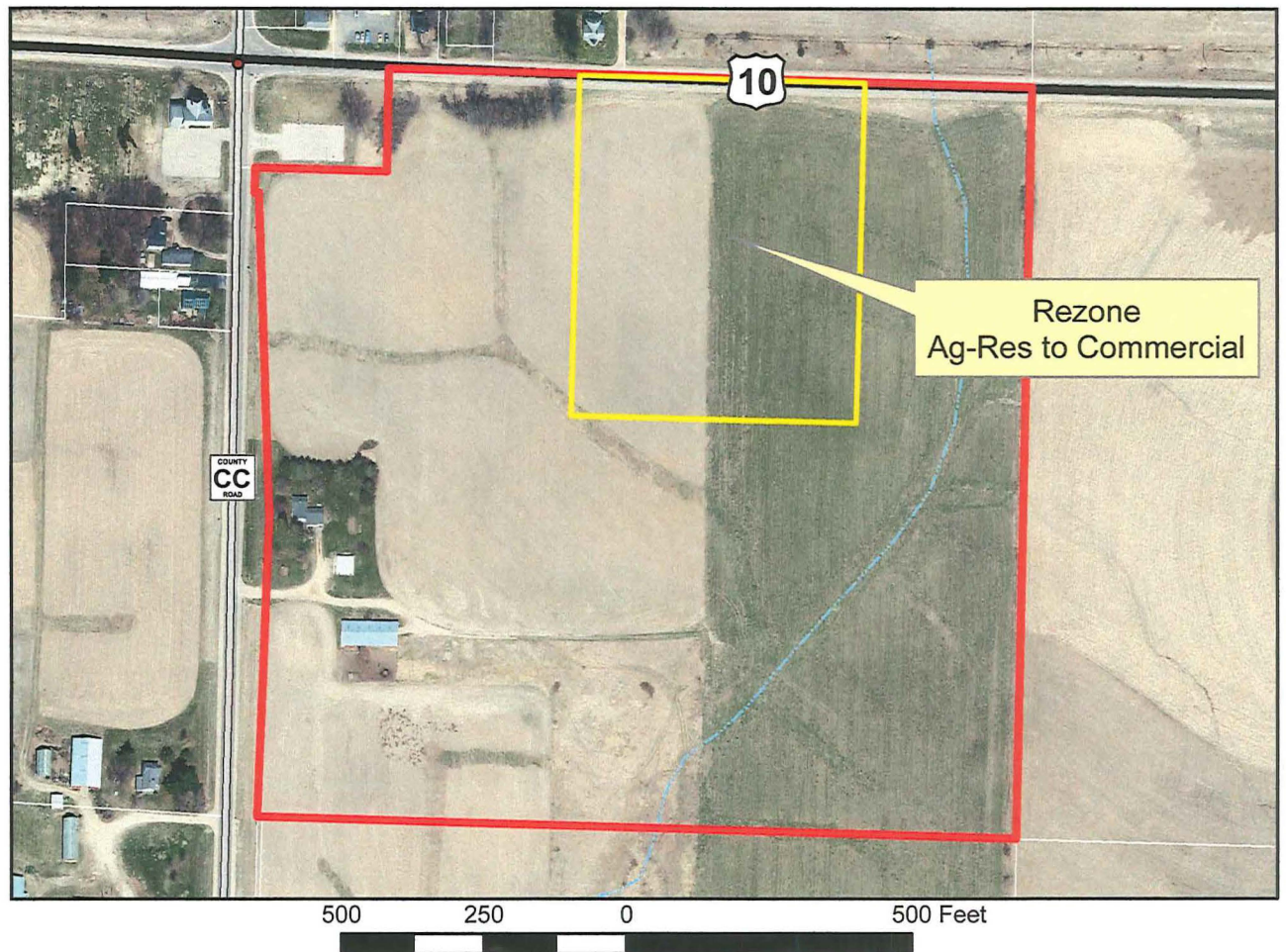
 Industrial

 Primary Agriculture

Orthophotography - 2020 Pierce County

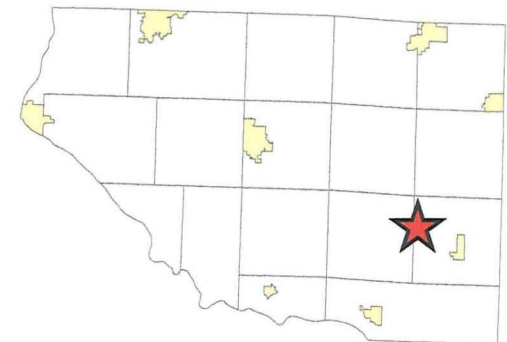


Prepared by the Department of Land Management



Site Location

NW - NW of Sec. 18
TOWN OF UNION



ORDINANCE NO. 21-05

Redistricting: Amend Chapter 4 of the Pierce County Code, Section 4-1 the Table of District Descriptions entitled "4 Attachment 1", and Section 4-2

PIERCE COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That Chapter 4 of the Pierce County Code, Section 4-1, the Table of District Descriptions entitled "4 Attachment 1" is hereby revised and replaced as set forth in the attached Exhibit A.

SECTION 2: That Chapter 4 of the Pierce County Code, Section 4-2, Tests of redistricting plan, be amended to read as follows:

A. Norm: $41,019 \div 17 = 2,412$ $42,212 \div 17 = 2,483$

(1) Least populous district ~~(1) is 4.15% below norm.~~ (17) is 4.19% below norm

(2) Most populous district ~~(6) is 5.47% above norm.~~ (6) is 4.39% above norm.

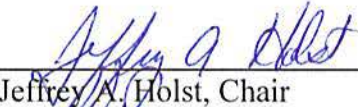
B. Average deviation: $49.14 \div 17 = 2.89\%$; $44.44 \div 17 = 2.61\%$

C. Range of deviation: $4.15 + 5.47 = 9.62\%$; $4.19 + 4.39 = 8.58\%$

D. Ratio between most and least populous districts: $2544 \div 2312 = 1.10$.
 $2592 \div 2379 = 1.08$

SECTION 3: That this Ordinance shall become effective upon its adoption and publication as required by law.

Dated this 9th day of November, 2021



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY
BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: November 09, 2021

EXHIBIT "A"

4 Attachment 1

Description	Unit Population	District Population
District No. 1		2578
City of Prescott	2578	
(Wards 3, 4, 5) All that part of the City of Prescott described as follows: beginning at the intersection of US Highway 10 and Dexter Street; thence southerly along Dexter Street to Walnut Street; thence westerly and southwesterly along Walnut Street to Flora Street; thence northwesterly along Flora Street to Kinnickinnic Street; thence southwesterly along Kinnickinnic Street to the CBQ Railroad; thence following railroad northwesterly to the St. Croix/Mississippi River; thence northerly and upstream along the St. Croix River to a westerly extension to the north line of the S ½ of the S ½ of Section 3, T26N, R20W; thence easterly along the north line of the City Limits to the northeast corner of the SW ¼ of the SW ¼ of Section 2, T26N, R20W; thence south along the east line of the SW ¼ of the SW ¼ of said Section 2 and the City Limits to US Highway 10; thence westerly along US Highway 10 to the point of beginning.		
Description	Unit Population	District Population
District No. 2		2414
Town of Clifton	2177	
All of the Town of Clifton.		
Town of River Falls	237	
(Wards 5) All that part of Sections 2 and 11, T27N, R19W, Town of River Falls, lying north of the Kinnickinnic River and west of the City of River Falls limits.		
Description	Unit Population	District Population
District No. 3		2555
Town of River Falls	106	
(Ward 4) All that part of Sections 11 and 14, T27N, R19W, Town of River Falls, lying north of County Road FF, south of the Kinnickinnic River and west of the City of River Falls limits.		
City of River Falls	2449	
(Ward 15, 16, 17) All that part of the City of River Falls described as follows: beginning at the intersection of State Road 29 and County Road FF; thence westerly and northerly along the west line of the City Limits to the NW corner of the NE ¼ of the NE ¼ of Section 11, T27N, R19W; thence easterly along north line of said NE ¼ of the NE ¼ to the Kinnickinnic River; thence southerly along Kinnickinnic River to the south line of NE ¼ of the NE ¼; thence easterly along south line to the west line of Rocky Branch First Addition; thence southerly along west line to the south line of Rocky Branch First Addition; thence easterly along south line to River Ridge Road; thence northerly and easterly along River Ridge Road to Foster Street; thence northerly along said Foster Street to Bartosh Lane; thence northerly along Bartosh Lane to West Charlotte Street; thence easterly along West Charlotte Street to Main Street; thence southerly along Main Street/State Road 29 to the point of beginning.		

Description	Unit Population	District Population
District No. 4		2540
City of River Falls	2540	
<p>(Wards 6, 7) All that part of the City of River Falls described as follows: beginning at the intersection of Division and Third Streets; thence easterly along Division Street to the East line of the City Limits; thence southwesterly along the City Limits to the intersection of State Road 29 and 940th Street; thence westerly along State Road 29 and Cascade Avenue to Crescent Street; thence northerly and westerly along Crescent and Spring Streets to Fifth Street; thence southerly along Fifth Street to Cascade Avenue; thence westerly along Cascade Avenue to Third Street; thence northerly to the intersection of Third and Spring Streets; thence northerly along Third Street to Division Street and the point of beginning.</p>		

Description	Unit Population	District Population
District No. 5		2575
City of River Falls	2575	
<p>(Wards 8, 9, 18) All that part of the City of River Falls described as follows: Beginning at the intersection of Division and Third Streets; thence southerly along Third Street to Spring Street; thence southerly to the intersection of Cascade Avenue and Third Street; thence westerly along Cascade Avenue to Main Street; thence southerly along Main Street to West Charlotte Street; thence westerly along West Charlotte Street to Bartosh Lane; thence southerly along Bartosh Lane to Foster Street; thence southwesterly along Foster Street to River Ridge Road; thence southwesterly along River Ridge Road to the south line of Rocky Branch First Addition; thence westerly along the south line of Rocky Branch First Addition to the west line of Rocky Branch First Addition; thence northerly along the west line of Rocky Branch First Addition to the south line of the NE ¼ of the NE ¼ of Section 11, T27N, R19W; thence westerly along the south line of said NE ¼ of the NE ¼ to the Kinnickinnic River; thence northerly along the Kinnickinnic River to the City Limits; thence northerly along the City Limits to Division Street; thence easterly along Division Street to the point of beginning.</p>		

Description	Unit Population	District Population
District No. 6		2592
City of River Falls	2592	
<p>(Wards 10, 11) That part of the City of River Falls described as follows: Beginning at the intersection of Cascade Avenue and Third Street; thence easterly along Cascade Avenue to Fifth Street; thence northerly along Fifth Street to Spring Street; thence easterly and southerly along Spring and Crescent Streets to Cascade Avenue; thence easterly along Cascade Avenue and State Road 29 to Cemetery Road; thence westerly along Cemetery Road to Wasson Lane; thence northerly along Wasson Lane to the South Fork River; thence westerly along the South Fork River to Third Street; thence northerly along Third Street to the point of beginning.</p>		

Description	Unit Population	District Population
District No. 7		2394
City of River Falls	2394	

(Wards 12, 13, 14) All that part of the City of River Falls described as follows: Beginning at the intersection of Wasson Lane (945th Street) and Lazy Lane also being the City Limits; thence northwesterly along Lazy Lane to the south line of CSM, Volume 12, Page 88; thence westerly along the south line of said CSM to Knollwood Ln (950th Street); thence southerly and westerly along the City Limits to the intersection of State Road 29 (South Main Street) and County Road FF; thence northerly along South Main Street to Cascade Avenue; thence easterly along Cascade Avenue to Third Street; thence southerly along Third Street to the South Fork River; thence easterly and upstream along the South Fork River to Wasson Lane to Cemetery Road; thence easterly along Cemetery Road to the east line of the City Limits; thence southerly and westerly along the City Limits to the point of beginning.

Description	Unit Population	District Population
District No. 8		2538
Town of River Falls	1868	
(Wards 1, 2, 3) All that part of the Town of River Falls lying southerly of County Road FF and southeasterly of the City of River Falls Limits.		
Town of Martell	670	
(Ward 2) All that part of the Town of Martell lying northerly of the following reference line: Commencing at the Southwest corner of the N 1/2 of the NW 1/4 of Section 30, Town of Martell, thence east along the south line of said N 1/2 to the southeast corner of said N 1/2; thence north along the east line of said N 1/2 to the south line of Section 19, Town of Martell; thence east along the south lines of Sections 19 and 20 to the southeast corner of Section 20; thence north along the east line of Section 20 to the southeast corner of the N 1/2 of the SE 1/4 of Section 20; thence west along south line of the N 1/2 of the SE 1/4 to the southwest corner of the N 1/2 of the SE 1/4; thence north along the N-S 1/4 section line to the center of Section 20; thence east along the E-W 1/4 section line to the E 1/4 corner of Section 20; thence north along the east line of Section 20 to the NW corner of Section 21; thence east along the north line of Section 21 to the S 1/4 corner of Section 16; thence north along the N-S 1/4 section line of Section 16 to the southwest corner of the NW 1/4 of the NE 1/4 of Section 16; thence east along the south line of said NW 1/4 of the NE 1/4 to the southwest corner of the E 1/2 of the NW 1/4 of the NE 1/4; thence north along the east line of said E 1/2 to the northwest corner of said E 1/2; thence east along the north lines of Sections 15 and 16 to the northeast corner of the NW 1/4 of the NW 1/4 of Section 15; thence south along the east line of said NW 1/4 of the NW 1/4 to the southeast corner thereof; thence east along the south lines of the N 1/2 of the N 1/2 of Sections 14 and 15 to the northeast corner of the SW 1/4 of the NE 1/4 of Section 14; thence south along the east line of said SW 1/4 of the NE 1/4 to the southeast corner thereof; thence east along the south line of the SE 1/4 of the NE 1/4 of Section 14 to the northeast corner of Parcel Number 018010450100; thence south along the east line of said Parcel to the Rush River; thence southerly along the Rush River to the south line of said Section 14; thence east along the south lines of Sections 13 and 14 to the east Town line.		

Description	Unit Population	District Population
District No. 9		2536
Village of Spring Valley (Wards 1, 2) All of the Village of Spring Valley.	1390	
Town of Gilman (Ward 1) All of the Town of Gilman.	1006	
Town of Spring Lake (Ward 2) All that part of the Town of Spring Lake lying northerly and westerly of the following described line: commencing at the Southwest corner of Section 18 on 770 th Avenue, thence easterly along 770 th Avenue to the intersection of 170 th Street, thence southeasterly along 170 th Street to the intersection of 770 th Avenue, thence northerly to intersection of County Road B, thence easterly along County Road B and 770 th Avenue to State Road 128, thence northerly along State Road 128 to the north line of the Town of Spring Lake.	140	

Description	Unit Population	District Population
District No. 10		2449
Town of Rock Elm All of the Town of Rock Elm.	447	
Town of El Paso All of the Town of El Paso.	724	
Village of Elmwood All of the Village of Elmwood.	820	
Town of Spring Lake (Ward 1) All that part of the Town of Spring Lake lying southerly and easterly of the following described line: commencing at the Southwest corner of Section 18 on 770 th Avenue, thence easterly along 770 th Avenue to the intersection of 170 th Street, thence southeasterly along 170 th Street to the intersection of 770 th Avenue, thence northerly to intersection of County Road B, thence easterly along County Road B and 770 th Avenue to State Road 128, thence northerly along State Road 128 to the north line of the Town of Spring Lake.	458	

Description	Unit Population	District Population
District No. 11		2469
Town of Ellsworth (Ward 1) The Town of Ellsworth except that part lying in Sections 4 through 7 and the W ½ of 8.	1003	
Village of Ellsworth (Wards 2, 4) All that part of the Village of Ellsworth lying south of US Highways 10-63.	1466	

Description	Unit Population	District Population
District No. 12		2477
Village of Ellsworth (Wards 1, 3) All that part of the Village of Ellsworth lying northerly of US Highways 10-63.	1882	
Town of Ellsworth (Ward 2) All that part of the Town of Ellsworth lying in Sections 4 through 7 and the W ½ of 8.	118	
Town of Martell	477	

(Ward 1) All that part of the Town of Martell lying southerly of the following reference line: Commencing at the Southwest corner of the N 1/2 of the NW 1/4 of Section 30, Town of Martell, thence east along the south line of said N 1/2 to the southeast corner of said N 1/2; thence north along the east line of said N 1/2 to the south line of Section 19, Town of Martell; thence east along the south lines of Sections 19 and 20 to the southeast corner of Section 20; thence north along the east line of Section 20 to the southeast corner of the N 1/2 of the SE 1/4 of Section 20; thence west along south line of the N 1/2 of the SE 1/4 to the southwest corner of the N 1/2 of the SE 1/4; thence north along the N-S 1/4 section line to the center of Section 20; thence east along the E-W 1/4 section line to the E 1/4 corner of Section 20; thence north along the east line of Section 20 to the NW corner of Section 21; thence east along the north line of Section 21 to the S 1/4 corner of Section 16; thence north along the N-S 1/4 section line of Section 16 to the southwest corner of the NW 1/4 of the NE 1/4 of Section 16; thence east along the south line of said NW 1/4 of the NE 1/4 to the southwest corner of the E 1/2 of the NW 1/4 of the NE 1/4; thence north along the west line of said E 1/2 to the northwest corner of said E 1/2; thence east along the north lines of Sections 15 and 16 to the northeast corner of the NW 1/4 of the NW 1/4 of Section 15; thence south along the east line of said NW 1/4 of the NW 1/4 to the southeast corner thereof; thence east along the south lines of the N 1/2 of the N 1/2 of Sections 14 and 15 to the northeast corner of the SW 1/4 of the NE 1/4 of Section 14; thence south along the east line of said SW 1/4 of the NE 1/4 to the southeast corner thereof; thence east along the south line of the SE 1/4 of the NE 1/4 of Section 14 to the northeast corner of Parcel Number 018010450100; thence south along the east line of said Parcel to the Rush River; thence southerly along the Rush River to the south line of Section 14; thence east along the south lines of Sections 13 and 14 to the east Town line.

Description	Unit Population	District Population
District No. 13		2423
Town of Oak Grove	744	
(Ward 3) All that part of the Town of Oak Grove lying northerly and easterly of State Road 35 and easterly of the following described reference line: Commencing at the intersection of State Road 35 and County Road QQ, thence northerly along County Road QQ to 1090 ^a Street, thence easterly and northerly along 1090 ^a Street to US Highway 10; thence northwesterly along US Highway 10 to County Road QQ, thence Northerly along County Road QQ to town line and end of reference line.		
Town of Trimbelle	1679	
(Wards 1, 2) All of the Town of Trimbelle.		

Description	Unit Population	District Population
District No. 14		2379
Town of Hartland	830	
(Ward 1) All of the Town of Hartland.		
Town of Isabelle	261	
(Ward 1) All of the Town of Isabelle.		
Village of Bay City	441	

(Ward 1) All of the Village of Bay City.

Town of Trenton

847

(Ward 2) All that part of the Town of Trenton lying southerly of the following described reference line: beginning at the intersection of County Road C and 170th Avenue; thence westerly along 170th Avenue to intersection of US Highway 63 and State Road 35; thence northerly along US Highway 63 to 180th Avenue; thence westerly along 180th Avenue to 803rd Street; thence northerly along 803rd Street to 185th Avenue; thence westerly along 185th Avenue to County Road VV; thence southerly to State Road 35; thence westerly along State Road 35 to 830th Street; thence southerly along 830th Street to US Highway 63; thence southerly along US Highway 63 to the "Wisconsin Channel" of the Mississippi River; thence northwesterly and upstream along the Mississippi River to the west line of Section 3, T24N, R18W.

Description

Unit Population

District Population

District No. 15

2502

Town of Oak Grove

747

(Ward 1) All that part of the Town of Oak Grove lying northerly and westerly of the following described reference line: beginning at the intersection of State Road 35 and the west line of the SE ¼ of the NW ¼ of Section 14, T26N, R20W; thence easterly along State Road 35 to 1200th Street; thence northerly along 1200th Street to 570th Avenue; thence easterly along 570th Avenue to County Road QQ; thence easterly along said County Road QQ to 1090th Street; thence easterly and northerly along 1090th Street to US Highway 10; thence westerly along US Highway 10 to County Road QQ; thence northerly along County Road QQ to the Town line.

City of Prescott

1755

(Wards 1, 2) That part of the City of Prescott lying southeasterly of the following described reference line: beginning at the intersection of US Highway 10 and Dexter Street; thence southerly along Dexter Street to Walnut Street; thence westerly and southwesterly along Walnut Street to Flora Street; thence northwesterly along Flora Street to Kinnickinnic Street; thence southwesterly along Kinnickinnic Street to the CBQ Railroad; thence following said railroad northwesterly to the St. Croix/Mississippi River;

Description

Unit Population

District Population

District No. 16

2412

Town of Diamond Bluff

478

(Ward 1) All of the Town of Diamond Bluff.

Town of Oak Grove

870

(Ward 2) That part of the Town of Oak Grove lying east of the City of Prescott and southerly of the following described line: beginning at the intersection of State Road 35 and the west line of the SE ¼ of the NW ¼ of Section 14, T26N, R20W; thence easterly along State Road 35 to 1200th Street; thence northerly along 1200th Street to 570th Avenue; thence easterly along 570th Avenue to County Road QQ; thence easterly and southerly along said County Road QQ to State Road 35; thence southeasterly along State Road 35 to the Town line.

Town of Trenton

1064

(Ward 1) That part of the Town of Trenton lying northerly of the following described reference line: beginning at the intersection of County Road C and 170th Avenue; thence westerly along 170th Avenue to intersection of US Highway 63 and State Road 35; thence northerly along US Highway 63 to 180th Avenue; thence westerly along 180th Avenue to 803rd Street; thence northerly along 803rd Street to 185th Avenue; thence westerly along 185th Avenue to County Road VV; thence southerly to State Road 35; thence westerly along State Road 35 to 830th Street; thence southerly along 830th Street to US Highway 63; thence southerly along US Highway 63 to the "Wisconsin Channel" of the Mississippi River; thence northwesterly and upstream along the Mississippi River to the west line of Section 3, T24N, R18W.

Description	Unit Population	District Population
District No. 17		2379
Village of Plum City	596	
(Ward 1) All of the Village of Plum City.		
Town of Union	602	
(Ward 1) All of the Town of Union.		
Town of Maiden Rock	591	
(Ward 1) All of the Town of Maiden Rock.		
Village of Maiden Rock	115	
(Ward 1) All of the Village of Maiden Rock.		
Town of Salem	475	
(Ward 1) All of the Town of Salem.		

ORDINANCE NO. 21-06
Amend Chapter 240 (Zoning),
Article II (Zoning Districts; Use Regulations), §240-17 (Table of uses), Article IV
(Particular Use Requirements) §240-40 (Residential uses) Subsection A, and §240-41
(Miscellaneous uses) Subsection D (3) of the Pierce County Code

PIERCE COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS
FOLLOWS:

SECTION 1: That Chapter 240 Section 240-17 of the Pierce County Code is hereby revised as follows:

§240-17 Table of Uses.

Land uses in Pierce County shall be allowed as shown in the Table of Uses.^[1]

[1] *Editor's Note: The Table of Uses is included at the end of this chapter.*

SECTION 2: That Chapter 240, Section 240-40, Subsection A of the Pierce County Code is hereby revised as follows:

§ 240-40 Residential uses.

A. Accessory residences.

- (1) Accessory residences shall be permitted in the C, LI and I Districts, subject to the following:
 - (a) There shall be no more than one accessory residence on a lot.
 - (b) The accessory residence may be either an attached or detached dwelling unit.
 - (c) The setbacks and minimum yards for such dwelling unit shall be the required setbacks and minimum yards for principal structures.
 - (d) Such dwelling unit shall meet all other provisions of this chapter.
 - (e) Such accessory residence shall not be a manufactured home.
 - (f) Accessory residences shall require a land use permit.
- (2) Accessory residences which are accessory to single-family residences shall be permitted in the EA, PA, GR, GRF, AR, RR-8, RR-12 and RR-20 Districts, subject to the following: with the issuance of a conditional use permit.
 - (a) There shall be no more than one accessory residence on a lot.
 - (b) The setbacks and minimum yards for such dwelling unit shall be the required setbacks and minimum yards for principal structures.
 - (c) Such dwelling unit shall meet all other provisions of this chapter.
 - (d) The area of the accessory dwelling shall be no greater than sixty percent (60%) of the square footage of the principal dwelling, and cannot exceed 1,500 square feet in area.
 - (e) Adequate, functioning, approved method of sewage disposal shall be provided for all residences. Sewage disposal system(s) shall be sized to accommodate full capacity of the residences.

- (3) Accessory residences which are accessory to single-family residences in the PA, GR, GRF, AR, RR-8, RR-12 and RR-20 Districts and comply with subsection (2) (a), (b), (c) and (e), but are unable to comply with the requirements of subsection (2)(d), may be permitted with the issuance of a conditional use permit, subject to the following:
- (a) The accessory residence must be smaller than the principal residence and cannot exceed 1,500 square feet in area.

SECTION 3: That Chapter 240, Section 240-41, Subsection D (3) of the Pierce County Code is hereby revised as follows:

§ 240-41 Miscellaneous uses.

(3) Solar energy systems (SES).

(a) Types.

- [1] Small: equipment which directly converts and then transfers or stores solar energy into usable forms of thermal or electrical energy which is incidental and subordinate to a permitted use on the same parcel or on a contiguous parcel of common ownership and is intended to supply thermal energy or electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
- [2] Large: equipment which directly converts and then transfers or stores solar energy into usable forms of thermal or electrical energy which is intended for off-site consumption.

(b) Standards.

- [1] ~~Setbacks. Any portion of the SES shall not encroach within 10 feet of any property line or road right-of-way.~~
- [a] Small SES. Any portion of the SES shall not encroach within 10 feet of any property line or road right-of-way.
- [b] Large SES. Setbacks shall be established by the Land Management Committee based on purpose and intent of this chapter.
- [2] ~~Height restrictions. A SES shall not exceed 35 feet in height. Building-mounted SES may extend up to eight feet above the allowable building height. Exemptions may be granted by the Land Management Committee.~~
- [a] Small SES. Height shall not exceed 35 feet in height. Building-mounted SES may extend up to eight feet above the allowable building height. Exemptions may be granted by the Land Management Committee.
- [b] Large SES. Height shall be established by the Land Management Committee based on purpose and intent of this chapter.

- [3] Glare. The SES shall be positioned so that the glare does not create any unsafe conditions.
- [4] Installer. All SES shall be installed by a North American Board of Certified Energy Practitioners (NABCEP) certified solar installer or other person qualified to perform such work.
- [5] Code compliance. A SES shall comply with all applicable State of Wisconsin electrical codes and the National Electrical Code. A SES that will connect to a commercial structure or multiunit dwelling shall comply with the State of Wisconsin Commercial Building Code, when necessary; other applicable SES shall comply with the Uniform Dwelling Code.
- [6] Utility notification. A small SES that intends to connect to the electric utility shall not be permitted until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator. A copy of the final agreement shall be submitted to the Zoning Office.
- [7] Structural integrity. The structure upon which the proposed SES is to be mounted shall have the structural integrity to carry the weight and wind loads of the SES.
- [8] Orderly development. Upon issuance of a conditional use permit, all large SES shall notify the Public Service Commission of Wisconsin.
- [9] Vegetative Buffer. Vegetative buffers for a Large SES shall be established by the Land Management Committee based on the purpose and intent of this chapter.
- [10] A decommissioning plan and associated financial assurances may be required by the Land Management Committee for a Large SES.

(c) Permits.

- [1] Small SES shall require a land use permit, prior to construction, and may be permitted in all zoning districts, except the Shoreland-Wetland District, and subject to the regulations and requirements of this Section.
 - [a] The Zoning Administrator shall have up to 15 working days following the submittal of a complete application to approve or deny such application. The Zoning Administrator may impose such conditions and require such guarantees deemed reasonable and necessary to protect the public health and safety and to ensure compliance with the standards and purpose of this Subsection D.
 - [b] Any application or proposal where the establishment of one or more small SES may have adverse impacts on surrounding properties or if public health and safety concerns are present, as determined by the Zoning Administrator, or if a height exemption is requested, shall be referred to the Land Management Committee for review and approval. The Land Management Committee shall conduct its review and approval consistent with criteria set forth in § 240-76, Conditional use permits.

- [2] Large SES shall require a conditional use permit, prior to construction, and may be permitted in all zoning districts, except the Shoreland-Wetland District, and subject to the regulations and requirements of this section.

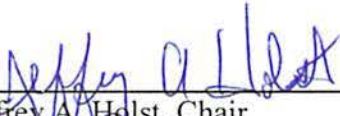
(d) Applications.

- [1] Name and contact information of the applicant, owner and installer.
- [2] The legal description and address of the site.
- [3] A description of the scope of work.
- [4] Solar system specifications, including the manufacturer and model, generating capacity, total height, collector square footage, wiring plan, and means of interconnecting with the electrical grid.
- [5] Site layout, including the location of property lines, structures, SES and the total extent of system movements, and interconnection points with the electrical grid.
- [6] Installer's qualifications and signature certifying that the SES will be installed in compliance with this section and all other applicable codes.
- [7] Utility notification (if necessary).
- [8] All additional information required for a land use permit.

(e) Additional application requirements for a large SES.

- [1] Surrounding property uses.
- [2] Percentage of land coverage by the SES.
- [3] All additional information required for a conditional use permit.

Dated: December 28th, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: January 25, 2022

240 Attachment 1

[Amended 3-27-2001 by Ord. No. 00-14; 4-22-2008 by Ord. No. 07-09; 6-23-2009 by Ord. No. 09-01; 4-17-2012 by Ord. No. 12-02; 8-27-2013 by Ord. No. 13-07; 8-18-2015 by Ord. No. 15-02; 9-27-2016 by Ord. No. 16-03; 5-28-2019 by Ord. No. 19-01]

P = Permitted Use
C = Conditional Use
Blank Space = Not permitted in district

[illegible]

[illegible]

Solid waste facility		C	C	C	C							
Utility facilities (>1,000 square feet) (§ 240-41FE)	C	C	C	C	C	C	C	C	C	C	C	
Unspecified temporary uses (§ 240-42A)	C	P	P	P	P	P	P	P	P	P	P	
Camping during construction of a residence (§ 240-42B)	P	P	P	P	P	P	P	P				
Contractor's project office (§ 240-42C)		P	P	P	P	P	P	P	P	P	P	
On-site real estate sales office (§ 240-42D)					P	P	P	P				

Notes:

(1) See Article VI for planned residential developments.

ORDINANCE 21-07

**MAP AMENDMENT (REZONE) FOR 13.950-ACRES FROM
AGRICULTURAL-RESIDENTIAL TO INDUSTRIAL
IN THE TOWN OF DIAMOND BLUFF
(CHAD & SARAH STONE TRUST)**

The Board of Supervisors of Pierce County, Wisconsin does ordain as follows:

Section 1: The Official Pierce County Zoning Map for the Town of Diamond Bluff is amended to change the zoning from Agricultural-Residential to Industrial on a parcel that is 13.950-acres located in part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 25 North, Range 18 West, and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 25 North, Range 19 West, all in the Town of Diamond Bluff, Pierce County, Wisconsin, described as follows:

A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 18, commencing in the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, being the point of beginning; thence S 578.71 feet; thence N 74 degrees 50 minutes 16 seconds W a distance of 1348.65 feet to point on the W line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 280 feet to NW corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence E along the N line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the NE corner and point of beginning
Also, that part of the E 2 rods of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 13, lying northerly of the parcel conveyed in deed recorded as document number 500066
Also part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 18, commencing at the SW corner of said section 18; thence on an assumed bearing of S 87 degrees 39 minutes 10 seconds E, along the south line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section 18, a distance of 1302.23 feet to the SW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00 degrees 24 minutes 19 seconds E, along the west line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 741.38 feet to a point on said line which is 581.71 feet S of the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ & point of beginning of described lands; thence continuing N 00 degrees 24 minutes 19 seconds E, along said west line a distance of 578.71 feet to the NW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 87 degrees 36 minutes 52 seconds E, along the North line of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 111.35 feet to the centerline of County Trunk Highway OO; thence S 07 degrees 17 minutes 45 seconds W, along said centerline, a distance of 589.82 feet to the intersection with a line bearing S 74 degrees 48 minutes 40 seconds E from the point of beginning; thence N 74 degrees 48 minutes 40 seconds W, a distance of 41.91 feet to the point of beginning.

Section 2: That this ordinance shall not be codified.

Section 3: That this ordinance shall take effect upon its adoption and publication as required by law.

Dated this 28th day of December, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
BDL

Adopted: January 25, 2022

Rezone application was approved by Land Management Committee on November 3, 2021.

STAFF REPORT LAND MANAGEMENT COMMITTEE

Land Management Committee Meeting,

November 3, 2021

Agenda Item 4

Applicant: Chad & Sarah Stone Trust

Request: Map amendment (rezone) from Ag Residential to Industrial.

Background: The applicants are requesting to rezone their 13.95-acre parcel from Agriculture-Residential to Industrial in order to establish a warehouse and storage use on their property. The applicants have not indicated a start time for any future uses. All new Industrial uses require that Site Plan Review be conducted by the LMC.

Issues Pertaining to the Request:

- The parcel is in the SW ¼ of the SW ¼ of Sec. 18, T25N, R18W in the Town of Diamond Bluff. The parcel is located on the West side of County Road OO and approximately 200 yards from State Highway 35.
- Current land use is wooded forest. Adjacent land uses are agricultural, residential, and industrial. Steep slopes are present on the northern portion of the property.
- The parcel is currently in the Agriculture-Residential Zoning District. Adjacent zoning districts are Industrial, Light Industrial and Agriculture-Residential. The proposed rezone would expand an existing Industrial District located at the intersection of a County and State Highway.
- Pierce County Zoning Code §240-15 Purpose and Intent of Zoning Districts states:
Agriculture-Residential (AR) is established to provide for the continuation of agricultural practices in areas of the county which have historically been devoted to farm operations while providing locations for rural housing opportunities without public sewer and certain recreational and other nonresidential uses.

Industrial (I) is established for the purpose of allowing those industrial uses that are more intensive than those uses allowed in the Light Industrial Zoning District. The purpose of the district is to accommodate a heavy volume of traffic, the potential need for rail access to parcels and the presence of noise and other factors which could pose a nuisance in other districts. The intensity and use of land as permitted in this district is intended to facilitate the total range of industrial uses.

- Pierce County's adopted Comprehensive Plan states: "The County will approve re-zonings or map amendments only when the proposed change is consistent with an adopted or amended town comprehensive plan. In cases where a town has not adopted a comprehensive plan, rezoning will be approved only when consistent with the Pierce County Plan (encouraged vs. discouraged). In such cases, Pierce County will solicit a non-binding town recommendation regarding the proposed rezone."
- The Town of Diamond Bluff recommended approval of this request on 9-9-2021. The Town of Diamond Bluff has indicated that they do not have an adopted comprehensive plan.
- The Pierce County Comprehensive Plan contains the following Land Use planning goals and policies which relate to this request:

Land Use Goal: "Provide for a well-balanced mix of land uses within the county that take into consideration the other goals and objectives of the comprehensive plan."

Land Use Policy: “Encourage the concentration of non-agricultural employment, including commercial and light industrial uses, within high accessibility corridors, at or near intersections of County and State Highways, and within close proximity to necessary support services.”

Land Use Policy: Encourage industrial development in appropriate locations within heavy transportation corridors (e.g. railways, waterways, highways).

- The value of land for agricultural use according to the USDA Web Soil Survey is as follows:

Soil Map Unit Name	Slope	% Area	Capability Unit	New Farmland Classification
Churchtown Silt Loam (116E2)	20-30%	41.5%	6e	Not prime farmland.
Brodale Bellechester Rock Outcrop (N1155G)	30-60%	25.5%	7e	Not prime farmland.
Churchtown Silt Loam (116C2)	6-12%	16.2%	3e	Farmland of Statewide Importance.
Kevilar Sandy Loam	2-6%	14.6%	2s	Prime farmland
Doverton Very Stony-Elbaville	30-60%	1.5%	7e	Not prime farmland
Pepin Silt Loam	12-20%	0.6%	4e	Not prime farmland

- The Pierce County Comprehensive Plan contains goal, objective, and policy language relating to the preservation of prime/productive agricultural land;

Agricultural Resources Goal: “Maintain the operational efficiency, viability and productivity of the County’s agricultural areas for current and future generations.”

Agricultural Resources Objectives: “Strive to reduce the conversion of productive farmland to non-agricultural development.”

Agricultural Resources Objectives: “Promote the preservation of prime agricultural land and maintenance of the health and productivity of agricultural soils.”

Staff Recommendation:

Given that the Town of Diamond Bluff has recommended approval of this proposed map amendment (rezone) of 13.95 acres from Agriculture-Residential to Industrial and the rezone appears to be consistent with the Pierce County Comprehensive Plan, staff recommends that the LMC approve this map amendment (rezone) and forward a recommendation to the County Board of Supervisors.

Submitted By: Adam Adank
Zoning Specialist

Land Management Committee

Chad & Sarah Stone Trust
(November 3, 2021)

Rezone - Ag.Res. to Industrial


Legend

 Dwellings


 Rezone Parcel


 Parcels

Zoning

 Agriculture - Residential

 Commercial

 Industrial

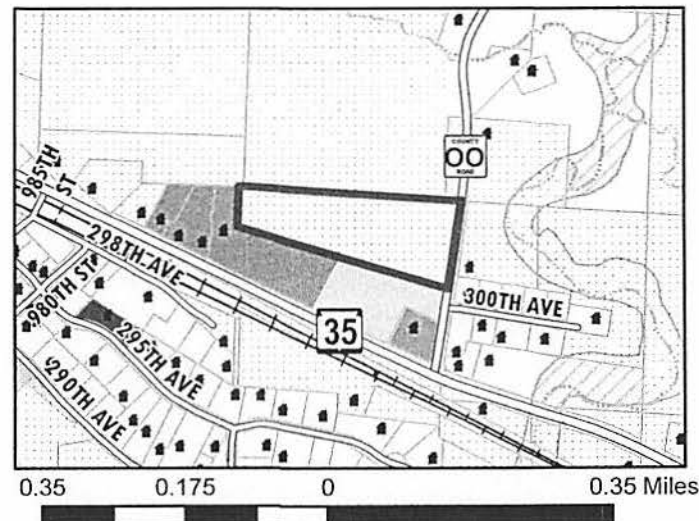
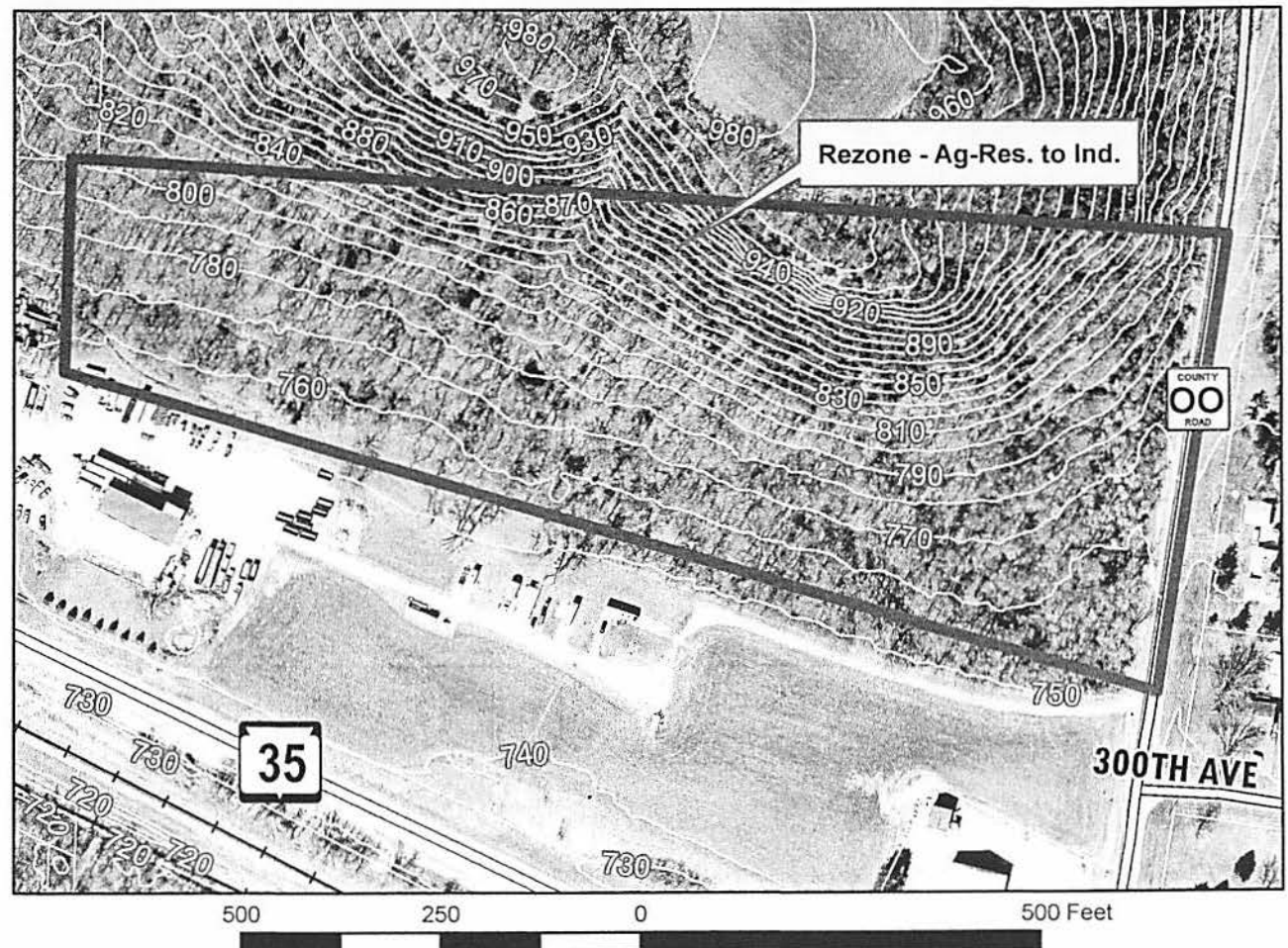
 Light - Industrial

 Rural Residential - 20

Orthophotography - 2021 Pierce County



Prepared by the Department of Land Management



Site Location

13.95 acres - Sec.18 Twn.25 Rg.18
TOWN OF DIAMOND BLUFF



AFFIDAVIT OF PUBLICATION

Pierce County Land Management
411 W Main Street
Ellsworth WI 54011
United States

Notice of Public Hearing
State of Wisconsin)
ss.
County of Pierce)

Description: Rezone for Chad & Sarah Stone

STATE OF WISCONSIN - ss.
Pierce County

John McLoone, being duly sworn on oath, says that he is the publisher of The Pierce County Journal, a weekly newspaper published in the County of Pierce, State of Wisconsin, and the legal notice of which the annexed text, taken from the paper, is a copy and was published in said newspaper, once each week for 2 successive week(s).

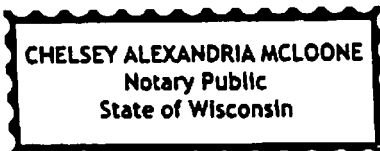
Publication Dates: PRCE: 10/14/2021,
10/21/2021

Signature

Subscribed and sworn before me on:
11/1/2021

Chelsey Alexandria McLoone
Notary Public

My commission expires June 21, 2025



Public notice is hereby given to all persons in Pierce County, Wisconsin, that a public hearing will be held on the 3rd day of November, 2021, at 6:00 pm, before the Land Management Committee to consider and take action on a request for a Map Amendment (Rezone) from Agriculture Residential District to Industrial District, for Chad and Sarah Stone Trust, owners, on an approximate 13.95 acre parcel, located in part of the SW ¼ of the SW ¼ of Section 18, T25N, R18W, Town of Diamond Bluff, Pierce County, WI.
In-person meeting is limited to Committee Members Only

Public attendance is only available virtually with the link or phone number provided below.

<https://us06web.zoom.us/j/89460482367?pwd=VDIUQXRYUUXbzJ3bkdOaDZQWENxUT09>

Meeting ID Number: 894 6048 2367
255705

United States: + 1 (312) 626-6799
255705

Password:

Access Code:

All persons interested are invited to said hearing and to be heard.

Brad Roy
Zoning Administrator
Pierce County, Wisconsin

ORDINANCE 21-08

**MAP AMENDMENT (REZONE) FOR 0.831-ACRES FROM
GENERAL RURAL TO COMMERCIAL IN THE TOWN OF ISABELLE
(BIG DOG DADDY'S ROADHOUSE LLC, JOHN GRABRICK)**

The Board of Supervisors of Pierce County, Wisconsin does ordain as follows:

Section 1: The Official Pierce County Zoning Map for the Town of Isabelle is amended to change the zoning from General Rural to Commercial on part of a parcel number 014-01019-0700 located in Government Lot 3 of Section 7, Township 24 North, Range 17 West, Town of Isabelle, Pierce County, Wisconsin, more fully described as follows:

Commencing at a point 33 feet South of the Northeast corner of said thereof; thence West, along the North line thereof, 25 ft to the Point of Beginning of the lands to be described; thence South 210 feet; thence West 328 feet; thence North 20 feet; thence East 191.59 feet; thence North 189.49 feet; thence East, along said North line, 138 feet to the Point of Beginning, containing 0.831-acres.

Section 2: That this ordinance shall not be codified.

Section 3: That this ordinance shall take effect upon its adoption and publication as required by law.

Dated this 28th day of December, 2021.



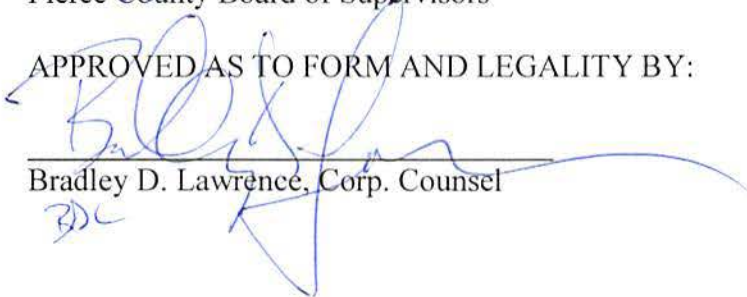
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: January 25, 2022

Rezone application was approved by Land Management Committee on December 1, 2021.

Land Management Committee

Big Dog Daddy's Roadhouse LLC
Agent: John Grabrick
(December 1, 2021)
**Rezone - General Rural
to Commercial**

Legend

-  Dwellings
-  Rezoning Parcel
-  Parcels
-  New Rezone Area
-  Current Comm. Zoning

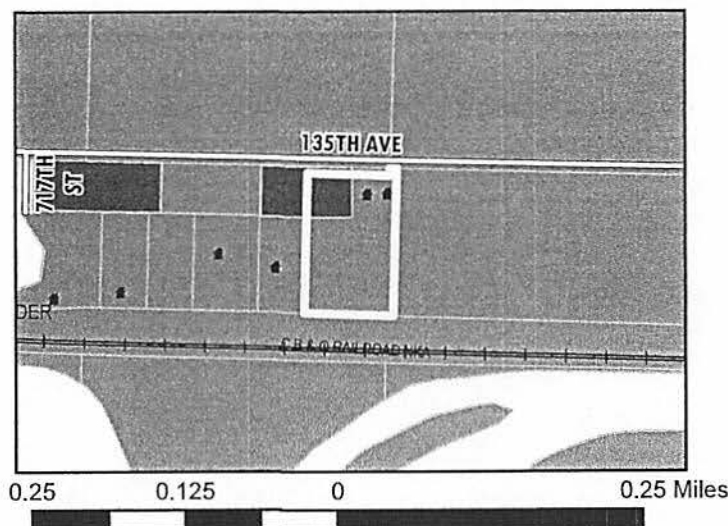
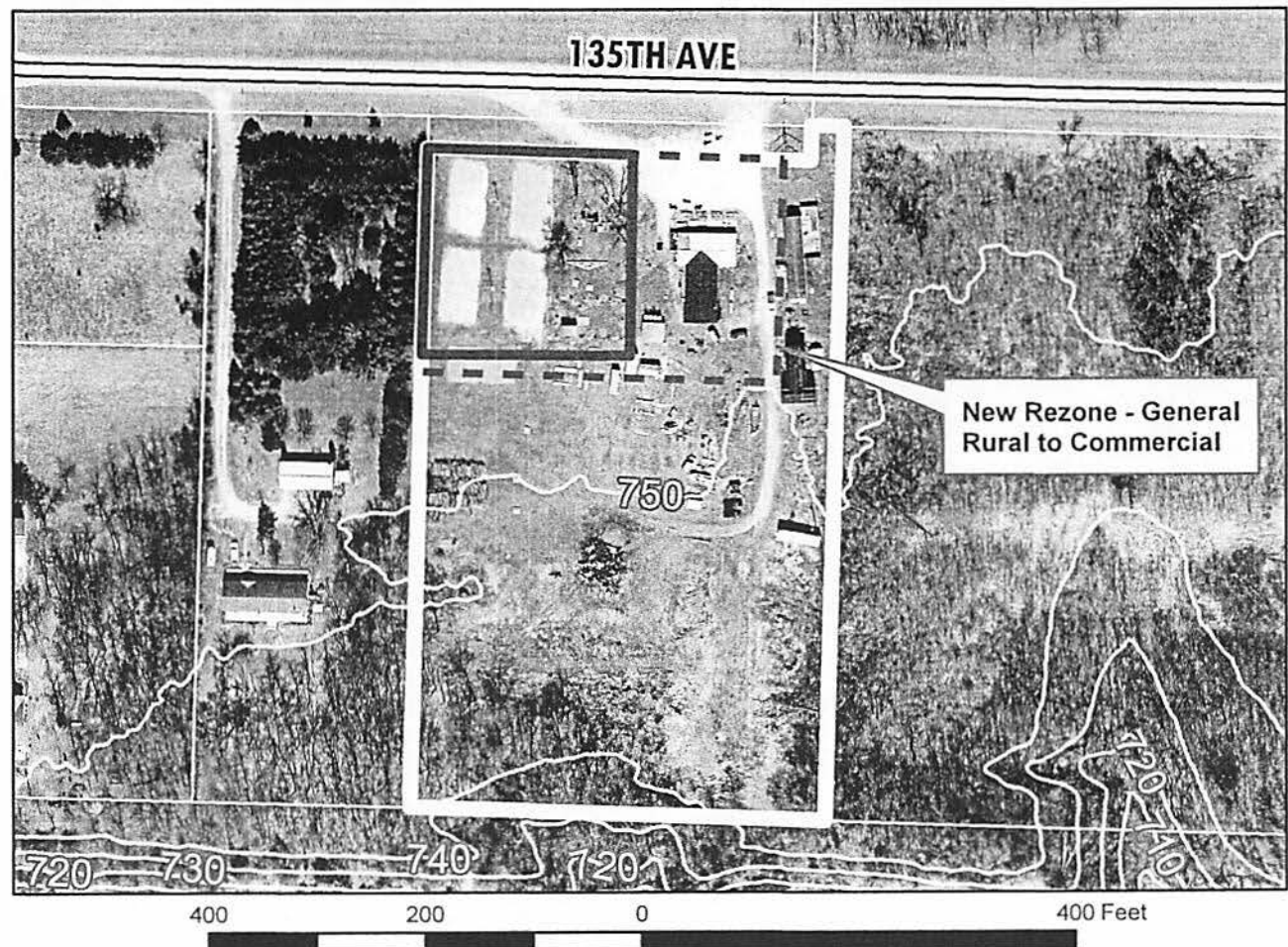
Zoning

-  Commercial
-  General Rural
-  Rural Residential - 20

Orthophotography - 2021 Pierce County



Prepared by the Department of Land Management



Site Location

W7037 135TH AVE
TOWN OF ISABELLE



AFFIDAVIT OF PUBLICATION

Pierce County Land Management
411 W Main Street
Ellsworth WI 54011
United States

Description: Big Dog Daddy Roadhouse

STATE OF WISCONSIN - ss.
Pierce County


John McLoone, being duly sworn on oath, says that he is the publisher of The Pierce County Journal, a weekly newspaper published in the County of Pierce, State of Wisconsin, and the legal notice of which the annexed text, taken from the paper, is a copy and was published in said newspaper, once each week for 2 successive week(s).

Publication Dates: PRCE: 11/11/2021,
11/25/2021



Signature

Subscribed and sworn before me on:
12/7/2021



Notary Public

My commission expires June 21, 2025

Notice of Public Hearing State of Wisconsin)
ss.

County of Pierce)

Public notice is hereby given to all persons in Pierce County, Wisconsin, that a public hearing will be held on the 1st day of December, 2021, at 6:00 pm, before the Land Management Committee to consider and take action on a request for a Map Amendment (Rezone) for Big Dog Daddy's Roadhouse LLC (John Grabrick), owner, from General Rural District to Commercial District, on part of an approximate 5.45 acre parcel, located in part of the NW 1/4 of the NE 1/4 of Section 7, T24N, R17W, Town of Isabelle, Pierce County, WI.

Public attendance is only available virtually with the link or phone number provided below.

<https://us06web.zoom.us/j/85204756450?pwd=aTQzbDN-4QkE0eURudmdRTkc2T3lzZz09>

Meeting ID Number: 852 0475 6450 Password: 043591

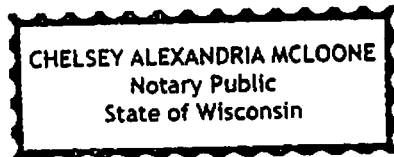
United States: + 1 (312) 626-6799

All persons interested are invited to said hearing and to be heard.

Brad Roy

Zoning Administrator

Pierce County, Wisconsin WNAJLP 11 17, 24



STAFF REPORT LAND MANAGEMENT COMMITTEE

Land Management Committee Meeting,

December 1, 2021

Agenda Item 5

Applicant: Big Dog Daddy's Roadhouse LLC, John Gabrick (owner)

Request: Map amendment (rezone) from General Rural to Commercial



Background: The applicant proposes to rezone 0.831-acres of a developed 5.45-acre parcel from General Rural to Commercial. The property had a commercial bar and grill for many years that was previously known as the Hideaway. The applicant bought the property on 11/16/2012 and renamed the bar and grill to Big Dog Daddy's Roadhouse. After a bad wind and hail storm, the bar and grill caught fire on two separate events and burnt down on 6/13/2021. The applicant would like to rebuild the bar and grill.

The portion of the applicant's property that is currently zoned commercial has outdoor volleyball courts and a portion of the neighboring residential property to the west is also zoned commercial. However, the area of the property containing the bar is not zoned commercial. This situation is likely due to a mapping error that occurred in the 1990's. This rezone will address the mapping error on this parcel and allow the rebuilt bar to be located in a complaint zoning district.

Issues Pertaining to the Request:

- The parcel is located in part of Government Lot 3 & 4 of Sec. 7, T24N, R17W in the Town of Isabelle.
- The parcel has both General Rural and Commercial zoning districts. Adjacent zoning districts are General Rural and Commercial.
- Current land use is commercial. Neighboring land uses are an airport, residential, and wooded.
- Rezoning the property will allow the reconstructed bar to be considered a compliant structure and use, rather than a nonconformity. This will provide the owner more options when it comes to construction, future expansion and uses of the structure.

- Pierce County Zoning Code §240-15 Purpose and Intent of Zoning Districts states:
Commercial (C) is “established to provide for retail shopping and personal service uses to be developed either as a unit or in individual parcels to serve the needs of nearby residential neighborhoods as well as the entire county. The purpose of the district is to provide sufficient space in appropriate locations for certain commercial and other nonresidential uses while affording protection to surrounding properties from excessive noise, traffic, drainage or other nuisance factors.”

- General Rural (GR) is “established to maintain and enhance agricultural operations in the county. The district also provides for low-density residential development which is consistent with a generally rural environment and allows for nonresidential uses which require relatively large land areas and/or are compatible with surrounding rural land.”

- The Pierce County Comprehensive Plan states, “The County will approve re-zonings or map amendments only when the proposed change is consistent with an adopted or amended town comprehensive plan. In cases where a town has not adopted a comprehensive plan, rezoning will be approved only when consistent with the Pierce County Plan (encouraged vs. discouraged). In such cases, Pierce County will solicit a non-binding town recommendation regarding the proposed rezone.”

- The Town of Isabelle recommended approval of this request on 10/18/2021. The Town referenced their Comprehensive Plan by citing language in Ch. 6 Economic Development on page 62 and in Ch. 8 Land Use on page 76 that directly relates to this request:
 - Economic Development– Objective 1: “Commercial development should be located in commercially zoned districts at nodes of major intersections.”
 - Land Use – Objective 4: “To encourage non-residential development to balance the economic base.”
 - Land Use – Objective 5: “Promote an organized development pattern that will minimize conflicting land uses and provide for a controlled rate of development.”

- The value of land for agricultural use according to the USDA Web Soil Survey is as follows:

Soil Map Unit Name	Slope	% Area	Capability Unit	New Farmland Classification
Finchford Loamy Sand (501A)	0-3%	100%	4s	Not prime farmland.

Staff Recommendation:

Given that the Town of Isabelle Board of Supervisors recommended approval of this proposed map amendment (rezone) and has found the request to be consistent with the Town’s adopted Comprehensive Plan, staff recommends that the LMC approve this map amendment (rezone) of 0.831-acres from General Rural to Commercial and forward a recommendation to the County Board of Supervisors.

Submitted By: Emily Lund
Assistant Zoning Administrator

ORDINANCE NO. 21-09
Amend Chapter 172, Section 172-15(B) of the
Pierce County Code – Parks and Recreation

PIERCE COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That Chapter 172, Section 172-15(B) of the Pierce County Code is hereby revised as follows:

§ 172-15 All-terrain vehicles and routes.

B. Designation of all-terrain vehicle routes. The following routes are designated all-terrain vehicle routes in the County.

- (1) In the Town of El Paso, the portion of County Road N from 650th Avenue to County Road G to 425th Street.
- (2) In the Town of El Paso, from the intersection of County Road N and G to W4277 County Road G.
- (3) In the Town of Spring Lake, CTH B, from 770th Avenue and County Road B, east on County Road B to STH 128 and 770th Avenue.
- (4) In the Village of Spring Valley, CTH B, from a point 1800 feet west of the intersection of CTH B and Newman Avenue, to the intersection of CTH B and Newman Avenue, south to the intersection of CTH B and Akers Street, east to the intersection of CTH B and McKay Avenue.
- (5) In the Town of Spring Lake, on County Road P from 50th Street south to the north Village of Elmwood village limits.
- (6) In the Village of Elmwood, on County Road P from the north village limits to the south village limits.
- (7) In the Town of Rock Elm, on County Road P from the south Village of Elmwood village limits to 70th Street.
- (8) In the Town of Rock Elm, on CTH S from 70th Street to 430th Avenue/CTH X.
- (9) In the Town of Rock Elm, on CTH HH from CTH CC to 450th Avenue.
- (10) In the Town of Trenton, on CTH VV from 230th Avenue to 185th Avenue.
- (11) In the Town of Ellsworth, on CTH N from 610th Street to US Highway 63.
- (12) In the Town of Hartland, on CTH V from 610th Street to 620th Street.
- (13) In the Town of Union, on CTH S from ~~430th~~ 150th Street to 330th Avenue.
- (14) In the Village of Plum City, on CTH S from Birch Avenue to CTH U.
- (15) In the Town of Salem, on CTH A from 270th Avenue to 385th Street.
- (16) In the Town of Trimbelle, on CTH O from 480th Avenue to US Highway 10.

- (17) In the Town of Rock Elm, on CTH X from CTH S to 30th Street.
- (18) In the Town of Hartland, on CTH EE from CTH D to 210th Avenue.
- (19) In the Town of Union, on CTH ZZ from CTH Z to 370th Avenue.
- (20) In the Town of Union, on CTH Z from 30th Street to the Pierce/Pepin County Line.
- (21) In the Town of River Falls, on CTH W from State Road 65 to 870th Avenue.
- (22) In the Town of Maiden Rock, on CTH S from the south intersection of CTH S and CTH CC west to 290th Street.
- (23) In the Town of Maiden Rock, on CTH AA from Pierce/Pepin County Line to 272nd Street.
- (24) In the Town of Maiden Rock, on CTH CC from CTH J east to 130th Street, and CTH SS from 130th Street to the Pierce/Pepin County Line.
- (25) In the Town of Maiden Rock, on CTH U from 90th Street to 170th Avenue.
- (26) In the Town of Isabelle, on CTH EE from 170th Avenue to STH 35.
- (27) In the Town of Trimble, on CTH K from 810th Street west to 820th Street.
- (28) In the Town of Trimble, on CTH K from 430th Avenue to 840th Street.
- (29) In the Town of Oak Grove, on CTH QQ from 570th Avenue to 1090th Street.
- (30) In the Town of Trimble, on CTH OO from US Highway 10 south to 500th Avenue.
- (31) In the Town of Trimble, on CTH OO from 450th Avenue south to 430th Avenue.
- (32) In the Town of Trimble, on CTH O from 480th Avenue south to 430th Avenue.
- (33) In the Town of Union, on CTH S from 370th Avenue to 150th Street.
- (34) In the Town of Maiden Rock, on CTH UU from CTH U to CTH SS.

SECTION 2: That this Ordinance shall become effective upon its adoption and publication as required by law.

Dated: February 22nd, 2022.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
BDL

Adopted: MAR 22 2022

RESOLUTION NO. 21-01
AMEND FEES FOR SERVICES OF COUNTY MEDICAL EXAMINER
AND DEPUTY MEDICAL EXAMINER

WHEREAS, Sec. 59.36, Wis. Stats. provides that the County Board shall set fees for all services rendered by the Medical Examiner and Deputy Medical Examiner in amounts reasonably related to the actual and necessary costs of providing the service; and

WHEREAS, the County previously set certain fees for services of the Medical Examiner and Deputy Medical Examiner in Resolutions 06-34, 13-20, 15-10, 17-01, 18-03, 19-01, and 20-02; and

WHEREAS, said fees may be increased pursuant to Wis. Stat. § 59.365(2) however may not exceed the annual percentage change in the U.S. CPI for all urban consumers as determined by the U.S. Department of Labor for the twelve months ending on December 31st of the previous year; and

WHEREAS, the Law Enforcement Committee, at its meeting on April 5, 2021, and the Finance and Personnel Committee, at its meeting on April 5, 2021, recommended the fees be modified as follows:

Item	Current Fee	Proposed Fee
Autopsy Summary Report	\$27.23	\$27.61
Autopsy Report Complete	\$81.67	\$82.81
Medical Examiner Report Summary	\$27.23	\$27.61
Medical Examiner Report Comprehensive	\$54.44	\$55.20
Toxicology Report	\$27.23	\$27.61
Autopsy Photograph Acquisition Fee	\$16.34	\$16.57
Copying Fee: Pictures (not on CD)	\$2.16 per picture	\$2.19
Copying Fee: Compact Disc / DVD	\$7.63 per CD/DVD	\$7.74
Postage and envelopes will be charged based on actual expense		
Cremation Permit*	\$163.32*	\$165.61*
Disinterment Permit	\$54.44	\$55.20

*Cremation Permit fee to be split with \$50 to the Medical Examiner to be used for training and equipment for the Medical Examiner staff, and the remainder to the General Fund.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors hereby adopts the fees as set forth above, and that the fees shall take effect on April 20, 2021.

BE IT FURTHER RESOLVED, that the Pierce County Medical Examiner shall collect the established fees, maintain auditable records, and deposit those fees with the Pierce County Treasurer on a monthly basis.

Dated this 20th day of April, 2021.

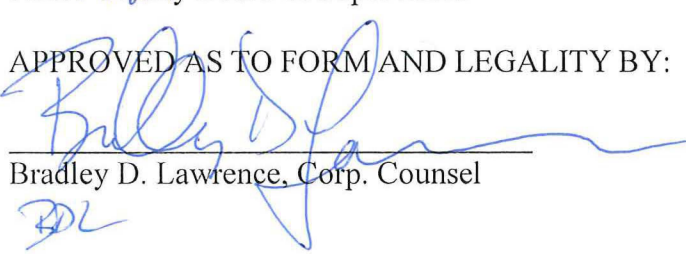



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:


Bradley D. Lawrence, Corp. Counsel


Adopted: **ADOPTED**

APR 20 2021

RESOLUTION NO. 21-02
SUPPORT CONSTRUCTION FUNDING OF PROPOSED
UNIVERSITY OF WISCONSIN RIVER FALLS
SCIENCE AND TECHNOLOGY INNOVATION CENTER

WHEREAS, the current University of Wisconsin River Falls (UWRF) science facilities are outdated and approaching obsolescence and new infrastructure renovation is needed for laboratory configurations that meet modern standards; and

WHEREAS, UWRF has a vision for a new Science and Technology Innovation Center to encourage innovation and creativity in partnership with local business and industry, sharing resources that catalyze new ideas and support economic and community development; and

WHEREAS, the new Science and Technology Innovation Center will play a vital role in preparing students with excellent educational experiences in high-demand areas while also supporting economic growth in northwestern Wisconsin; and

WHEREAS, the new Science and Technology Innovation Center will allow UWRF to modernize outdated facilities and continue to grow as a national leader in undergraduate research, experiences that allow students to excel academically, explore future careers and develop interdisciplinary teamwork, problem solving and interpersonal skills; and

WHEREAS, the new Science and Technology Innovation Center will be a benefit to Pierce County and its citizens; and

WHEREAS, the County Board previously passed Resolution 18-23 in October, 2018 to show general advocacy and support for this capital project; and

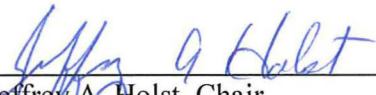
WHEREAS, the Science and Technology Innovation Center was approved by the Joint Finance Committee for \$2 million in planning and design funds in the 2019-2021 biennium, and the design process is on time and on budget; and

WHEREAS, the UW System has included \$116.73 million in full construction funding for the Science and Technology Innovation Center in the 2021-2023 state budget proposal, and Governor Evers has recommended that the legislature approve this funding; and

WHEREAS, the Finance and Personnel Committee, at its meeting on April 20, 2021 recommended that the County Board approve this Resolution of Support.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors hereby supports and encourages the Joint Finance Committee and the Wisconsin legislature to approve all \$116.73 million in construction funding for the University of Wisconsin River Falls Science and Technology Innovation Center in the 2021-2023 state capital budget.

Dated this 20th day of April, 2021.



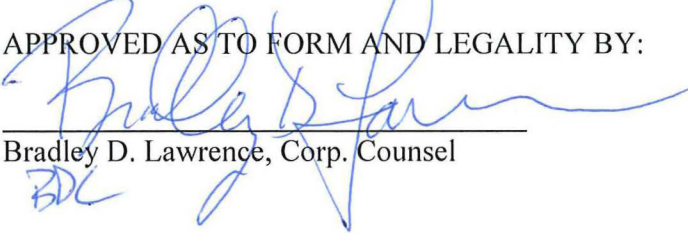
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: **ADOPTED**

APR 20 2021

RESOLUTION NO. 21-03
AMEND REGISTER OF DEEDS
ONLINE ACCESS (LAREDO) FEES

WHEREAS, the Register of Deeds has authority to provide access to documents recorded in the Register of Deeds Office to the public via the Internet; and

WHEREAS, the Register of Deeds has authority to collect fees to cover the actual cost of providing records to the public or making the records available on-line; and

WHEREAS, the last fee change was approved by the County Board when it adopted Resolution 04-15 in November, 2004, and said fees need to be revised from time to time based upon increased costs to Pierce County in providing these services; and

WHEREAS, the Register of Deeds is proposing to amend the current Laredo fee structure as follows, effective September 1, 2021, and as time is of the essence with respect to such changes, action is requested on a first reading:

Old Plan	New Plan *
0-250 minutes \$75/month & \$.30/min overage	0-250 minutes \$85/month & \$.40/min overage
251-500 minutes \$125/mo & \$.25/min overage	251-500 minutes \$150/mo & \$.40/min overage
501-1000 minutes \$195/mo & \$.20/min overage	501-1000 minutes \$220/mo & \$.40/min overage
1001-2000 minutes \$295/mo & \$.15/min overage	1001-2000 minutes \$320/mo & \$.40/min overage
Unlimited minutes \$400/mo & \$.00/min overage	2001-3000 minutes \$420/mo & \$.40/min overage
	Unlimited minutes \$520/mo & \$.00/min overage


*All plans are subject to an image maintenance fee of \$.50 per printed page.

WHEREAS, the Finance & Personnel Committee considered this matter at its meeting on June 7, 2021 and recommended approval.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors adopts the fees as outlined above and that these fees shall take effect on September 1, 2021.


BE IT FURTHER RESOLVED that the Register of Deeds shall collect these fees, maintain auditable records and deposit those fees with the Treasurer on a monthly basis.

Dated this 22nd day of June, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND
LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted JUN 22 2021

RESOLUTION NO. 21-04
AUTHORIZE NEW PUBLIC HEALTH POSITION FOR 2021

WHEREAS, the Board of Health met on May 12, 2021 to consider a new personnel request for 2021 that is needed yet this year due to urgent and pressing circumstances; and

WHEREAS, the Finance and Personnel Committee met on the date noted in the table below and reviewed the request for additional personnel in 2021, pursuant to Pierce County Personnel Policy; and

WHEREAS, the Finance and Personnel Committee recommends that the following position be approved effective immediately;

Date	Department / Position	Estimated Cost*	County Allocation
06/07/21	COVID-19 Investigation Lead – (1) FTE (2080 hrs. annually)	\$86,491	0%**

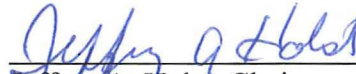
* Estimated annual cost includes salary and benefits.

** The funds to be used are epidemiology and lab capacity grant funds received from the federal government through the state government.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors does accept the recommendation of the Finance and Personnel Committee to create or increase hours for the above listed positions and approves the funding for the above listed positions as set forth herein, and that the costs be included in the 2022 budget and thereafter, subject to the limitations herein.

BE IT FURTHER RESOLVED that the above approved position will sunset when the federal / state grant funds expire.

Dated this 22nd day of June, 2021.



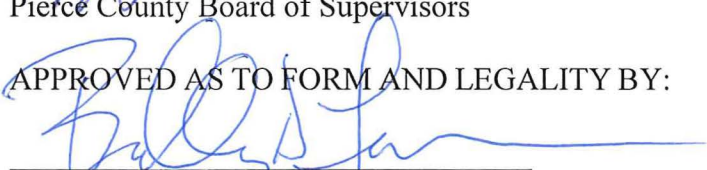
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors


ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel


Adopted:

July 27, 2021

RESOLUTION NO. 21-05
AUTHORIZE NEW SHERIFF'S OFFICE POSITION FOR 2021

WHEREAS, the Law Enforcement Committee met on May 12, 2021 to consider a new personnel request for 2021 that is needed yet this year due to urgent and pressing circumstances; and

WHEREAS, the Finance and Personnel Committee met on the date noted in the table below and reviewed the request for additional personnel in 2021, pursuant to Pierce County Personnel Policy; and

WHEREAS, the Finance and Personnel Committee recommends that the following position be approved effective immediately;

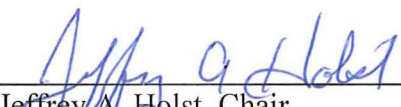
Date	Department / Position	Estimated Cost*	County Allocation
06/07/21	Corrections Officer – (1) FTE (2196 hrs. annually)	\$84,532	100%**

* Estimated annual cost includes salary and benefits.

** There are no new costs anticipated for 2021 as the costs will be paid from existing position temporary vacancy; however, the County will have 100% allocation in subsequent years, upon the conclusion of the temporary vacancy.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors does accept the recommendation of the Finance and Personnel Committee to create or increase hours for the above listed positions and approves the funding for the above listed positions as set forth herein, and that the costs be included in the 2022 budget and thereafter.

Dated this 22nd day of June 2021.



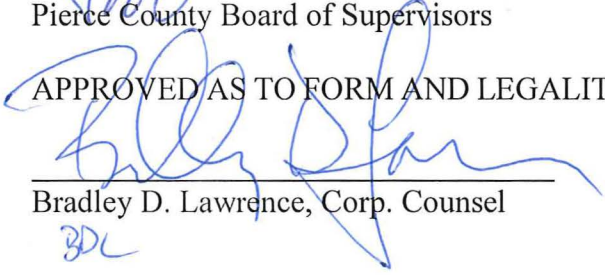
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted:

July 27, 2021

RESOLUTION NO. 21-06
AUTHORIZE AMENDING INSURANCE PROGRAM
TO INCLUDE ACCIDENT INSURANCE

WHEREAS, Pierce County currently offers certain insurance, for example life insurance, to employees on a voluntary basis, and the County is considering offering accident insurance to employees; and

WHEREAS, the accident insurance program is offered through the State of Wisconsin Department of Employee Trust Funds (ETF), and provided by Securian Financial Group, Inc.; and

WHEREAS, the plan would be self-administered by the County, and should an employee choose to participate in the accident insurance program, he/she will opt in through the open enrollment process this Fall, and be responsible for the entire premium for the additional coverage – there is no cost to the employer; and

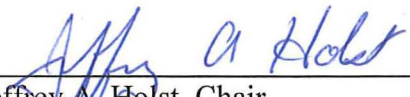
WHEREAS, the Pierce County Administration Department recommends expanding the County's benefit program to include provision of an accident insurance program commencing January 1, 2022, and that the provision of such expanded benefits would help with the recruitment and retention of employees; and

WHEREAS, it is necessary for the County Board of Supervisors to approve the additional accident insurance coverage available to employees; and

WHEREAS, the Finance & Personnel Committee took action on August 2, 2021 to recommend approval of the above described changes to the insurance plan to the County Board of Supervisors.

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that it approves and authorizes offering an accident insurance coverage program as set forth herein, effective January 1, 2022.

Dated this 24th day of August, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: August 24, 2021

RESOLUTION NO. 21-07

**To Accept the Donation of K-9 Dog and Training from
McDonough K-9 for the Pierce County Sheriff's Office K-9 Program**

WHEREAS, a K-9 Program benefits the community by performing essential public safety duties, such as patrolling the streets, tracking missing persons, apprehending suspects and locating evidence. The Program allows patrol officers to work in a safer and more efficient manner and perform functions that human officers are unable to do; and

WHEREAS, the Pierce County Sheriff's Office has operated a successful K-9 Program and continued to budget for the Program, however in early 2021 it became necessary to replace K-9 Odin; and

WHEREAS, a K-9 Program can be a substantial financial investment, including but not limited to, the purchase of a dog, the cost for its ongoing care and maintenance, as well as the expense of training the officer and the K-9; and

WHEREAS, McDonough K-9 has offered a generous donation of a new K-9 valued at \$17,500 along with the all training for patrol and narcotic detection and upon completion the handler and the K-9 will be certified by both U.S.P.C.A. and N.P.C.A. national standards, allowing the Pierce County Sheriff's Office to continue the existing K-9 Program with reduced use of County taxpayer appropriated funds; and

WHEREAS, a County Board may accept donations or gifts for any public governmental purpose within the powers of the county pursuant to s. 59.52(19), Wis. Stats. Furthermore, gifts and donations above \$5,000 must be considered for acceptance by resolution to the full County Board of Supervisors, pursuant to Pierce County Code § 4-13(M); and

WHEREAS, if accepted by the County Board, the donation would be used for a public governmental purpose by supplementing and reducing the costs of the Pierce County Sheriff's Office K-9 Program; and

WHEREAS, the Law Enforcement Committee, at its meeting on September 7, 2021, and the Finance and Personnel Committee, at its meeting on September 7, 2021, recommended accepting the donation from McDonough K-9 for the Pierce County Sheriff's Office K-9 Program.

NOW, THEREFORE, BE IT RESOLVED that the Pierce County Board of Supervisors does hereby authorize the acceptance of the donation from McDonough K-9 for use by the Pierce County Sheriff's Office for its K-9 Program.

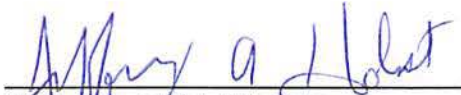
BE IT FURTHER RESOLVED that Pierce County extends a sincere appreciation to McDonough K-9 for their gracious donation to the residents of Pierce County.

Dated this 28th day of September, 2021.

ATTESTED TO BY:

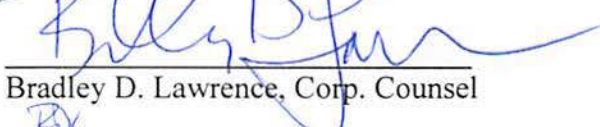


Jamie Feuerhelm, County Clerk



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: October 26, 2021

RESOLUTION NO. 21-08
AUTHORIZE CANCELLATION OF
OUTSTANDING COUNTY ORDERS

WHEREAS, the County Treasurer is required by Wis. Stats. §59.25(3)(c) and (d) to pay all county orders as directed by the Board and keep a true and correct account of the expenditure, specifying the person to whom the payment was made and the purpose of each particular payment; and

WHEREAS, pursuant to Wis. Stat. §59.64(4)(d), the County Board shall examine the county orders returned paid by the Treasurer by comparing each order with the record of orders in the clerk's office and enter the date when the order was cancelled; and

WHEREAS, the Clerk is further required by Wis. Stat. §59.64(4)(e) to prepare and present to the board at each annual session a detailed list of all county orders which remain uncalled for (hereafter "outstanding") by the payee for two years, including the amount, date and payee; and

WHEREAS, the County Board shall cause the list of outstanding orders to be compared to the county orders and, when found to be correct, cancel the orders; and

WHEREAS, attached hereto as Exhibit "A" is a list of all county orders for the year 2018 that remain outstanding for the last two years, which has been compared to the county orders and found to be correct; and

WHEREAS, the Finance and Personnel Committee, at its meeting on October 4, 2021 reviewed the list of outstanding county orders attached as Exhibit "A" and recommended that the County Board authorize the cancellation of said orders.


NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors hereby finds the list of outstanding county orders attached hereto as Exhibit "A" to be correct, and authorizes the cancellation of said orders.

Dated this 26th day of October, 2021.

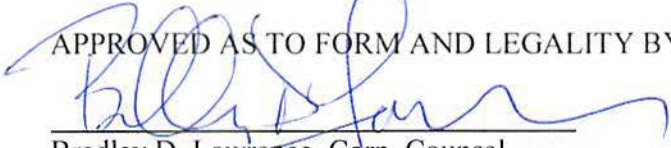


Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:


Bradley D. Lawrence, Corp. Counsel

Adopted: November 09, 2021

BDL

EXHIBIT A**CANCEL WARRANTS (OUTDATED CHECKS)****TO THE HONORABLE BOARD OF SUPERVISORS OF PIERCE COUNTY**

I herewith report the following outlawed County order checks are still unpaid
and remain outstanding on July 31, 2021 and would respectfully ask
you to cancel same as per Section 59.64(4e) of the Wisconsin State Statutes:

01-05-2018	36315	EGGENBERGER, JUSTIN, WADE	\$32.32
01-05-2018	36335	SEARLES, EDWARD, ELTON	\$17.02
02-02-2018	37023	RIXMANN, TIMOTHY, J	\$60.40
02-02-2018	37027	UNIVERSITY OF MINNESOTA LIBRARIES	\$15.68
02-16-2018	37321	SCHALLOCK, HILLARY	\$ 2.55
03-30-2018	38235	BROTEN, TANNER, MICHAEL	\$23.20
04-06-2018	38383	ARMAGOST, KYLE, FRANK	\$92.96
04-13-2018	38649	FINCH, NICHOLE, M	\$25.00
05-04-2018	38949	JOHNSON, TAYLOR, LAWRENCE	\$46.63
08-17-2018	41377	SJOSTROM, KIM	\$45.00
08-24-2018	41500	OLIVET OTTERS 4H CLUB	\$10.00
08-31-2018	41570	ACKEN, ALICIA	\$ 7.00
08-31-2018	41587	BLANCH, BREANA	\$ 9.00
08-31-2018	41601	CLENDENEN, AMY	\$8.50
08-31-2018	41607	DAVIDSON, CORYN	\$ 3.00
08-31-2018	41614	DEXHEIMER, ELENA	\$ 3.00
08-31-2018	41623	EDWARDS, TRACEY	\$ 2.50
08-31-2018	41642	GERTH, BRIAN	\$ 6.00
08-31-2018	41673	JUHNKE, HAIDN	\$ 2.00
08-31-2018	41713	OXBOROUGH, KIM	\$ 4.50
08-31-2018	41722	ROTH, CHARLOTTE	\$ 9.00
08-31-2018	41756	YARRINGTON, ARYIAH	\$ 5.50
09-07-2018	42059	KOTAJARVI, BLAKE, MCLEAN	\$106.52
09-07-2018	42060	KROGSTAD DAIRY	\$11.00
09-14-2018	42315	ANDERSON, DAVE, E	\$35.92
09-21-2018	42326	BARTLETTE, TYRONE	\$ 1.75
09-21-2018	42339	BROTEN, SASHA	\$ 1.25
09-21-2018	42340	BUSCHMANN, CODY	\$ 1.50
09-21-2018	42341	BUTERFASS, CIANNA	\$ 1.75
09-21-2018	42365	DUSEK, IZABELLE	\$ 1.50
09-21-2018	42370	GALLEGOS, LANDON	\$ 1.75
09-21-2018	42373	HAGEN-BADE, ABIGAIL	\$ 1.25
09-21-2018	42383	HOVDE, SIERRA	\$ 1.75
09-21-2018	42421	RALSTON, ALEXIS	\$ 1.50
09-21-2018	42431	SIEDOW, LEANNA	\$ 1.50
09-21-2018	42446	VICTOREY, XAVIER	\$ 1.50
09-21-2018	42449	WAYNE, KATELYN	\$ 1.75
09-21-2018	42460	BENEDICT, WADE	\$ 9.25
09-21-2018	42466	CULP, KAYDEN	\$ 1.25
09-21-2018	42467	CULP, PEYTON	\$ 5.00
09-21-2018	42514	LARIMORE, ASHER	\$ 9.00
09-21-2018	42520	LINDSAY, KATE	\$13.00

09-21-2018	42540	OLSON, AIDEN	\$ 2.25
09-21-2018	42541	OLSON, CORA	\$ 2.00
09-21-2018	42545	PLUMMER, ARYANNA	\$ 1.75
09-21-2018	42546	PLUMMER, KLAYRA	\$ 8.25
09-21-2018	42547	PLUMMER, MOLLY-ANN	\$ 5.75
09-21-2018	42548	PLUMMER, REBEKAH	\$ 3.25
09-21-2018	42571	WALKER, BLAKE	\$ 3.25
09-21-2018	42572	WALKER, HOLT	\$ 1.50
09-21-2018	42591	BERNS, TYLER	\$ 1.25
09-21-2018	42605	DICKINSON, KAYLEE	\$14.00
09-21-2018	42661	PAQUET, MADELYNNE	\$15.00
09-21-2018	42681	SMITH, KELTON	\$ 1.50
09-21-2018	42682	SMITH, KILEY	\$ 2.50
09-21-2018	42703	BROWN, EMMA	\$ 9.00
09-21-2018	42704	BROWN, KEATON	\$11.00
09-21-2018	42766	ROGERS, CULLEN	\$16.00
09-21-2018	42855	SWANCUTT, KELSEY	\$ 4.50
09-21-2018	42869	EICH, ALEXANDER	\$ 1.75
09-21-2018	42883	KLINKHAMER, NICK	\$ 4.00
09-21-2018	42892	MILLER, ASHLIE	\$10.25
09-21-2018	42907	ST CROIX STARS	\$12.00
09-21-2018	42910	THOMAS, MASON	\$ 5.25
09-21-2018	42942	JACOBSON, MADDIE	\$ 8.00
09-21-2018	42959	NEIDERMYER, JERRILYNN	\$39.25
09-21-2018	42960	NEIDERMYER, KATELIN	\$ 4.75
09-21-2018	42966	REED, BEAU	\$ 4.75
09-21-2018	42996	BYSTROM, ELIJAH	\$ 9.25
09-21-2018	43005	HUDSON, ISABELLE	\$19.00
09-21-2018	43033	THATCHER, NAOMI	\$22.00
09-21-2018	43095	WEBER, GRACE	\$ 1.50
09-28-2018	43256	BOVINO, SHANE, W	\$3,100.00
09-28-2018	43341	WI DNR	\$5,000.00
09-28-2018	43804	KINDER CARE EDUCATION LLC	\$100.00
10-26-2018	43822	NELSON, ROGER	\$1,200.00
12-07-2018	44750	KELLY, WILLIAM	\$181.44
12-14-2018	44941	STEVENS, CARRIE	\$55.53
12-14-2018	44997	FISHER, SHELLY, A	\$55.30
12-14-2018	45012	TAPP, GARY, DEAN	\$51.22
12-28-2018	45218	ASSOCIATED BANK	\$19.00
		TOTAL	\$10,647.44

Kathryn Fuchs
Pierce County Treasurer
August 11, 2021

**SUBSTITUTE
RESOLUTION NO. 21-09
Authorize New Positions for 2022**

WHEREAS, the Finance and Personnel Committee reviewed requests for additional new personnel in 2022, pursuant to the Pierce County Personnel Policy, and recommends that the following positions be approved effective January 1, 2022:

Date	Department / Position	Cost	County Allocation
07-26-21 and 10-04-21	Sheriff's Office – Corrections Officer (12hr): 1.0 FTE 48/36 hrs/wk (2196 hrs for 2022) Anticipates a start date of July 1, 2022	\$42,266 (\$84,532 annually)	100%
07-26-21 and 10-04-21	Sheriff's Office – Corrections Officer Sergeant Assignment (12hr): 1.0 FTE 48/36 hrs/wk (2196 hrs for 2022)	\$2,484*	100%
07-26-21 and 10-04-21	Human Services (ADRC) – Nutrition Coordinator: 1.0 FTE 40 hrs/wk (2080 hrs for 2022)	\$82,846	100%
07-26-21 and 10-04-21	Human Services – Human Services Worker: 1.0 FTE 40 hrs/wk (2080 hrs for 2022)	\$82,846**	100%
07-26-21 and 10-04-21	Human Services – Social Worker Comprehensive Community Services: 1.0 FTE 40 hrs/wk (2080 hrs for 2022)	\$12,000***	***

* The cost for this new position is offset by the elimination of one Corrections Officer position, for the net new cost
 ** Position is currently contracted out, and \$25,646 costs savings is expected by providing service internally
 *** Reimbursement for this will be received in 2023; the remaining cost of the position will be funded through Medicaid reimbursement

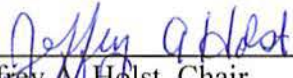
WHEREAS, the following positions were previously approved for immediate effectiveness in 2021:

Date	Department / Position	Cost	County Allocation
07-27-21	Public Health – COVID-19 Investigation Lead: 1.0 FTE 40 hrs/wk (2080 hrs) Approved in Resolution No. 21-04	\$86,491	0%
07-27-21	Sheriff's Office – Corrections Officer (12hr): 1.0 FTE 48/36 hrs/wk (2196 hrs) Approved in Resolution No. 21-05	\$84,532	100%

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors does accept the recommendation of the Finance and Personnel Committee to create positions or increase hours for the above listed positions and approves the funding for the above listed positions to be included in the 2022 budget.

BE IT FURTHER RESOLVED that the above approved positions will sunset if the projected revenue and income is not generated to offset the costs.

Dated this 26th day of October, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted:

November 09, 2021

RESOLUTION NO. 21-10
ESTABLISH 2022 SALARIES AND BENEFITS
FOR DESIGNATED EMPLOYEES

WHEREAS, the Finance and Personnel Committee has duly considered the existing salaries for employees of Pierce County, excluding:

- a. the Administrative Coordinator (who was removed from the salary matrix November 18, 2003 pursuant to Resolution 03-34 and whose pay is addressed annually), and
- b. the employees in the Sheriff's Department unions (patrol / investigators / jailers) whose pay has been established by the respective collective bargaining agreement; and

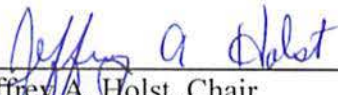
WHEREAS, part and parcel of said analysis has been consideration of the 2015 Carlson Dettmann Salary Matrix and subsequent matrix adjustments, position reviews and reclassifications; and

WHEREAS, the Finance and Personnel Committee did meet on October 4, 2021, and recommends salary increases in the amount of 1.25% across the board to the Carlson Dettmann Salary Matrix system, as and for employees identified on the current Carlson Dettmann Salary Matrix, for the 2022 calendar year, effective January 1, 2022.

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that the Carlson Dettmann Salary Matrix and salaries of all employees identified on the matrix be adjusted by 1.25% across the board, calculated upon the basis of the Salary Matrix, for the 2022 calendar year, effective January 1, 2022.

BE IT FURTHER RESOLVED that effective January 1, 2022, employees on the self-funded plan will continue to contribute 10% toward the health insurance premiums if wellness initiatives are met and 15/18/20% if wellness initiatives are not met, and employees on the High Deductible Health Plan / Health Savings Account will contribute 5% toward premiums and 15/18/20% if wellness initiatives are not met.

Dated this 26th day of October, 2021.



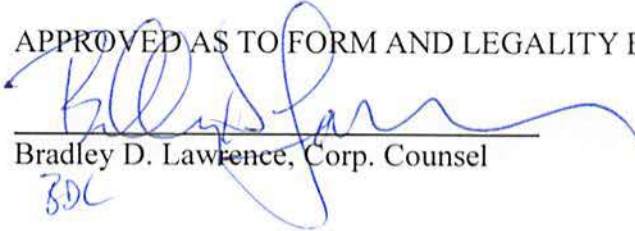
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
BDC

Adopted: November 09, 2021

RESOLUTION 21-11
APPROVE 2022 TAX LEVY AND BUDGET

BE IT RESOLVED, that there be a tax levied upon all taxable property in Pierce County for operation and maintenance for the 2022 budget in the amount of: County Operating Levy \$16,447,652, Debt Service \$3,215,088, County Library \$506,931, and County Aid Bridges \$200,000 for a total of \$20,369,671.

BE IT FURTHER RESOLVED, that in accordance with the tax levied in the total of \$20,369,671 the Pierce County Board of Supervisors hereby approves and authorizes the 2022 budget as set forth in the summary document attached hereto as Exhibit "A".

DATED this 26th day of October, 2021.



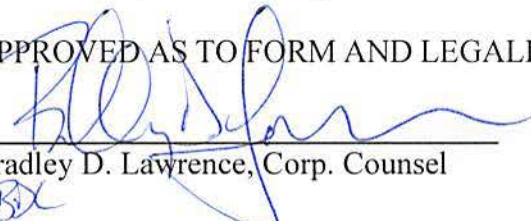
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
B.D.L.

Adopted: November 09, 2021

EXHIBIT A

PIERCE COUNTY WISCONSIN
2022 BUDGET

10/5/21 11:11 AM

SUMMARY OF 2022 INITIAL BUDGET WITH COMPARISON TO PRIOR YEAR BUDGETS

	2020 ADOPTED BUDGET	2021 ADOPTED BUDGET	2022 RECOMMENDED BUDGET	Percentage Change
SUMMARY OF BUDGET:				
Total Gov't Funds Expenditures	46,401,786	43,135,633	50,272,426	16.55%
Less Program Revenues/Carryovers	17,884,572	14,915,411	21,328,046	42.99%
Net Gov't Funds Budgeted Expenditures	28,517,214	28,220,222	28,944,380	2.57%
Less Anticipated General Revenues	5,793,908	5,459,726	5,569,509	2.01%
Gross Levy	22,723,306	22,760,496	23,374,871	2.70%
Less County Sales Tax Applied	2,650,000	2,650,000	3,005,200	13.40%
Less Applied	-	-	-	#DIV/0!
Net County Levy	20,073,306	20,110,496	20,369,671	1.289%
COUNTY TAX LEVY:				
Operating Levy	16,155,611	16,227,712	16,447,652	1.36% formula
Debt Service Levy	3,240,988	3,223,138	3,215,088	-0.25%
Special Purpose Levies:				
County Library	476,707	459,646	506,931	10.29%
County Aid Bridges	200,000	200,000	200,000	0.00%
	20,073,306	20,110,496	20,369,671	1.289%
Subject to Levy Limit-Operating	16,155,611	16,227,712	16,447,652	1.355% from above
Not Subject to Levy Limit-Library	476,707	459,646	506,931	from above
Not Subject to Levy Limit-Bridges	200,000	200,000	200,000	from above
Subject to Levy Limit-Debt Service	3,240,988	3,223,138	3,215,088	from above
	20,073,306	20,110,496	20,369,671	1.289%
COUNTY MILL RATE:				
Operating Levy	4.600257	4.322075	4.083102	
Debt Service Levy	0.922861	0.858448	0.798140	
Special Purpose Levies:				
County Library	0.135741	0.122422	0.125845	
County Aid Bridges	0.056949	0.053268	0.049650	
	5.715808	5.356213	5.056737	
CHANGE FROM PRIOR YEAR:				
Dollars:				
Amount	334,526	37,190	259,175	
Percent	1.69%	0.19%	1.29%	
Mill Rate:				
Mills	-0.244111	-0.359595	-0.299476	
Percent	-4.10%	-6.29%	-5.59%	
COUNTY EQUALIZED VALUATION				
(Reduced by TID Increments):				
Total Value	3,511,892,800	3,754,611,200	4,028,225,000	
Percentage Change from Prior Year	6.037940%	6.911327%	7.287407%	
% Change Due to Net New Construction and TID Terminations	1.930%	0.370%	1.250%	
STATE LIMIT ON OPERATING TAX LEVY:				
Amount Under (Over) Tax Levy Limit	16,155,611	16,227,712	16,447,652	-

2022 BUDGET OF EXPENDITURES FOR OPERATION AND MAINTENANCE OF PIERCE COUNTY

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Gross Recom'd	2022 Carryover/ Grant/Adj.	2022 Net Co. Budget Recom'd
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted			
County Board	101 001 51110	1	38,362	54,930	63,567		63,567	61,614		61,614
Codification of Ordinances	101 001 51340	2	995	4,000	4,000		4,000	14,750		14,750
Other Legal-Negotiations	101 001 51390	3	-	10,000	10,000		10,000	10,000		10,000
Administration	101 001 51410	4	395,209	505,919	542,646		542,646	525,542		525,542
Human Resource	101 001 51430	5	196,469	207,865	211,239		211,239	213,887		213,887
Other General Admin & Postage	101 001 51490	6	12,100	12,100	12,100		12,100	12,100		12,100
Indirect Cost Study	101 001 51510	7	6,400	6,400	6,400		6,400	6,400		6,400
Independent Accounting & Auditing	101 001 51511	8	26,613	29,000	29,000		29,000	30,000		30,000
Illegal Taxes & Refunds	101 001 51910	9	16,363	-	-		-	-		-
Property & Liability Insurance	101 001 51930	10	76,005	75,650	77,500		77,500	79,100		79,100
Cafeteria Insurance	101 001 51932	11	5,117	5,228	5,100		5,100	5,300		5,300
Leave Liability	101 001 51940	12	97,055	37,678	-		-	-		-
Security	101 001 52910	13	32,476	46,000	46,000		46,000	46,000		46,000
West Cap	101 001 55140	14	3,000	3,000	3,000		3,000	3,000		3,000
Regional Planning	101 001 56310	15	19,138	19,582	20,810		20,810	21,399		21,399
Economic Development	101 001 56701	16	50,551	64,374	64,898		64,898	64,898		64,898
Pierce Co. Historical Society	101 001 56702	17	12,000	12,000	12,000		12,000	12,000		12,000
Circuit Court	101 002 51210	18-19	826,534	915,511	918,071		918,071	984,288		984,288
Law Library	101 002 51250	20	-	500	500		500	500		500
Criminal Justice Coordinating Council	101 002 51280	21	-	25,000	25,000		25,000	25,000		25,000
Mediation Fund (transfer to HS) (NL)	252 002 59220	22	-	7,800	7,800	(7,800)	-	7,800	(7,800)	-
Fines & Forfeiture Fund (transfer to HS) (NL)	253 002 59220	23	50,000	50,000	50,000	(50,000)	-	72,805	(72,805)	-
Register in Probate	101 003 51230	24-25	195,914	201,008	207,405		207,405	214,417		214,417
Medical Examiner	101 005 51270	26	204,330	211,061	203,042		203,042	216,445		216,445
County Clerk	101 006 51420	27	143,947	189,448	189,448		189,448	160,658		160,658
Elections	101 006 51440	28	94,787	54,150	54,150		54,150	93,800		93,800
Switchboard	101 006 51620	29	75,637	76,726	76,756		76,756	77,063		77,063
Tax Deed Expenses	101 006 51911	30	-	8,000	8,000		8,000	8,000		8,000
Care of Soldiers Graves	101 006 54720	31	7,230	7,536	7,536		7,536	7,536		7,536
Dog License Trust	805 006 52801	32	10,920	16,650	16,650	(16,650)	-	16,000	(16,000)	-
Information Services	101 007 51450	33-34	792,310	757,112	752,792		752,792	757,520		757,520
Central Duplication	101 007 51460	35	6,480	15,145	15,145		15,145	16,418		16,418
Data Processing Equipment Fund (NL)	262 007 51451	36	40,147	41,679	41,679	(41,679)	-	39,620	(39,620)	-
Treasurer	101 008 51520	37	265,932	292,007	293,122		293,122	296,768		296,768
Assessment of Property	101 008 51530	38	81,455	85,224	85,844		85,844	87,647		87,647
District Attorney	101 009 51310	39	220,934	241,881	241,239		241,239	246,411		246,411
Victim Witness	101 009 51312	40	73,092	77,488	77,488		77,488	79,616		79,616

2022 BUDGET OF EXPENDITURES FOR OPERATION AND MAINTENANCE OF PIERCE COUNTY

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Gross Recom'd	2022 Carryover/ Grant/Adj.	2022 Net Co. Budget Recom'd
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted			
Corporation Counsel	101 010 51320	41	374,783	399,247	399,247		399,247	403,864		403,864
Register of Deeds	101 011 51710	42-43	285,782	303,292	304,863		304,863	308,130		308,130
Land Records Modernization (NL)	101 011 51721	44	27,206	28,065	28,065	(28,065)	-	92,822	(92,822)	-
SSN Redaction	101 011 51722	45	33,718	-	3,653	(3,653)	-	3,653	(3,653)	-
Surveyor	101 012 51720	46	111,318	122,196	122,196		122,196	122,172		122,172
County Planner - Land Management	101 013 56300	47	295,625	301,333	301,333		301,333	304,719		304,719
Geographic Information System	101 013 56301	48	82,498	86,317	86,317		86,317	88,470		88,470
Land Information Grant	101 013 56302	49	100,804	90,000	90,000		90,000	86,000		86,000
Zoning	101 014 56400	50	305,394	312,939	312,939		312,939	318,227		318,227
WI Fund-Zoning Aids	806 014 56411	51	6,670	-	-		-	-		-
Courthouse & Buildings	101 015 51600	52	901,670	929,441	929,441		929,441	937,761		937,761
Fairgrounds	101 015 51604	53	165,932	236,881	236,881		236,881	240,192		240,192
Building Outlay (NL)	101 015 51610	54	555,027	78,636	78,636		78,636	78,636		78,636
Sheriff	101 016 52110	55-56	3,872,107	3,533,658	4,066,456		4,066,456	4,007,289		4,007,289
Law Enforcement Equipment Outlay	101 016 52113	57	5,910	-	-		-	-		-
Asset Forfeiture (NL)	101 016 52115	58	2,854	1,000	1,000		1,000	1,000		1,000
TraCs/Mobilization Equipment Grant	101 016 52120	59	-	890	890		890	-		-
Boat & Snowmobile Safety Patrol	101 016 52130	60	128,400	137,809	139,809		139,809	139,701		139,701
Emergency Communications	101 016 52602	61	848,303	-	940,806		940,806	-		-
Correction / Detention / Jail	101 016 52700	62	1,476,146	1,660,350	1,666,700		1,666,700	1,834,777		1,834,777
Correct / Detent / Training Aids	101 016 52701	63	-	8,000	8,000		8,000	8,000		8,000
Canteen Fund (NL)	101 016 52702	64	11,965	10,000	10,000		10,000	10,000		10,000
Jail Nurse	101 016 52704	65	102,558	107,194	107,194		107,194	107,739		107,739
Jail Maintenance Fund (NL)	251 016 52700	66	-	20,000	20,000	(20,000)	-	20,000	(20,000)	-
Local Emergency Planning	101 017 51893	67-68	19,645	18,342	16,151		16,151	20,139		20,139
Emergency Management	101 017 52510	69-70	100,829	111,733	110,707		110,707	106,268		106,268
XCEL Energy Reimbursement	101 017 52520	71	104,179	89,473	90,000		90,000	106,100		106,100
EM Emergency Communications	101 017 52602	72-73	-	925,369	-		-	1,015,360		1,015,360
Emergency Medical Services	101 017 54691	74	500	800	800		800	800		800
C.V.S.O.	101 023 54700	75	218,141	231,560	231,510		231,510	249,384		249,384
Veteran's Relief (NL)	101 023 54710	76	2,598	2,200	2,200		2,200	2,200		2,200
Veteran's Treatment Court	101 023 54730	77	3,134	-	-		-	-		-
County Fair	101 025 55460	78-80	83,555	210,226	245,355		245,355	268,181		268,181
County Park	101 026 55200	81-82	386,441	383,528	389,499		389,499	407,370		407,370
County Park Canteen	101 026 55202	83	1,380	3,200	3,200		3,200	3,200		3,200
Park Development (NL)	101 026 55210	84	1,513	-	-		-	5,000	(5,000)	-
Snowmobile Trails	242 026 55401	85	132,965	289,190	204,570	(204,570)	-	140,425	(140,425)	-

2022 BUDGET OF EXPENDITURES FOR OPERATION AND MAINTENANCE OF PIERCE COUNTY

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Gross Recom'd	2022 Carryover/ Grant/Adj.	2022 Net Co. Budget Recom'd
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted			
Shooting Range	101 029 56143	86	7,665	8,721	9,552		9,552	9,625		9,625
Cooperative Extension	101 027 55620	87	197,222	212,394	227,822		227,822	231,298		231,298
Land Conservation	101 028 56130	88	468,323	504,702	483,702		483,702	509,011		509,011
Cost Sharing (NL)	101 028 56131	89	77,834	82,000	50,000		50,000	50,000		50,000
Multi Discharger Variance (MDV) (NL)	101 028 56132	90	-	30,000	30,000		30,000	30,000		30,000
Producer Lead Watershed Grant	101 028 56133	91	7,754	15,000	10,000		10,000	15,000		15,000
Land/Water Practice (NL)	101 028 56134	92	84,374	97,988	80,250		80,250	82,000		82,000
Watershed Maintenance (NL)	101 028 56135	93	13,165	3,000	3,000		3,000	3,000		3,000
Deer Damage	101 028 56136	94	24,225	22,672	22,672		22,672	22,672		22,672
Groundwater Cost Sharing	101 028 56138	95	-	15,000	15,000		15,000	15,000		15,000
Fish & Game (NL)	101 029 56137	96	3,556	10,000	3,780		3,780	3,780		3,780
Solid Waste	101 030 53630	97-99	117,144	117,732	124,155		124,155	149,191		149,191
Recycling Center	101 030 53633	100-103	964,622	943,139	942,247		942,247	1,003,039		1,003,039
Clean Sweep Program	101 030 53634	104-105	96,481	155,493	194,826		194,826	199,661		199,661
CDBG Grant PF21-06 (Co. Rd. B)	206 001 56711	106	-	-	-		-	1,559,972	(1,559,972)	-
Revolving Loan	207 001 56704	107	1,421,907	9,421	9,421		9,421	9,421		9,421
WI CDBG Housing Program	208 001 56707	108	15,984	35,000	30,000	(30,000)	-	30,000	(30,000)	-
American Rescue Plan Act (ARPA)	211 001 51999	109	-	-	-	-	-	4,152,231	(4,152,231)	-
Human Services/Child Support	212 021 54	110-216	9,188,597	8,973,430	8,439,838	(5,702,270)	2,737,568	9,047,737	(6,252,804)	2,794,933
Office on Aging	231 54601 etc	217-235	660,890	604,958	616,260	(458,488)	157,772	725,719	(464,488)	261,231
Public Health	227 300 54120	236	427,638	517,431	631,270	(55,940)	575,330	603,330	(28,000)	575,330
Cities Readiness	227 301 54159	237	15,439	17,670	17,670	(17,670)	-	21,093	(21,093)	-
COVID19 Quarantine & Isolation	227 302 54143	238	1,122	11,848	12,000	(12,000)	-	-	-	-
NACCHO	227 303 54163	239	-	35,000	-	-	-	-	-	-
Wisconsin WINS	227 304 54167	240	1,132	-	2,263	(2,263)	-	2,263	(2,263)	-
PH Emergency Preparedness	227 305 54165	241	13,698	32,296	32,296	(32,296)	-	32,996	(32,996)	-
BioT Preparedness	227 305 54168	242	3,900	-	3,900	(3,900)	-	-	-	-
License Fees DATCP	227 306 54171	243	49,002	90,396	95,000	(95,000)	-	100,400	(100,400)	-
Peer Counseling/Breastfeeding	227 307 54158	244	5,832	6,000	8,000	(8,000)	-	10,000	(10,000)	-
Prenatal Care Coordination (NL)	227 309 54131	245	790	-	15,000	(10,000)	5,000	5,500	(500)	5,000
Maternal Child Health	227 310 54160	246	37,863	38,492	40,930	(16,682)	24,248	38,492	(14,244)	24,248
Family Planning (NL)	227 311 54133	247	214,697	263,537	365,866	(365,866)	-	344,323	(344,323)	-
Birth to Three Outreach	227 312 54134	248	76	-	15,600	(15,600)	-	16,107	(16,107)	-
Birth to Three Admin & Support	227 312 54135	249	50,695	31,280	32,394	(32,394)	-	32,695	(32,695)	-
Birth to Three Intervention/Teacher	227 312 54136	250	56,077	76,436	76,856	(69,739)	7,117	79,145	(79,145)	-
Birth to Three Program Service Coordination	227 312 54137	251	90,606	98,462	109,048	-	109,048	125,075	(8,910)	116,165
WIC USDA Breastfeeding Promo/Sup	227 313 54138	252	3,736	3,506	5,843	(5,843)	-	6,867	(6,867)	-

2022 BUDGET OF EXPENDITURES FOR OPERATION AND MAINTENANCE OF PIERCE COUNTY

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Gross Recom'd	2022 Carryover/Grant/Adj.	2022 Net Co. Budget Recom'd
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted			
WIC USDA Nutrition Education	227 313 54139	253	19,081	19,292	30,542	(30,542)	-	30,541	(30,541)	-
WIC USDA Client Services	227 313 54140	254	92,082	61,608	105,708	(105,708)	-	101,695	(101,695)	-
WIC Program Administration	227 313 54141	255	25,209	27,594	51,437	(51,437)	-	54,427	(54,427)	-
WIC Farmer's Market	227 313 54152	256	1,768	2,526	1,768	(1,768)	-	2,526	(2,526)	-
WIC Infrastructure	227 313 54153	257	5,401	-	10,000	(10,000)	-	10,000	(10,000)	-
WIC Creative Marketing Outreach	227 313 54154	258	2,982	2,982	2,982	(2,982)	-	3,000	(3,000)	-
DNR-Environmental Hlth	227 315 54151	259	24,611	15,225	18,300	(18,300)	-	18,300	(18,300)	-
Immunizations	227 317 54128	260	9,414	9,308	9,414	(9,414)	-	9,308	(9,308)	-
Lead	227 318 54166	261	1,860	2,818	5,620	(5,620)	-	4,818	(4,818)	-
COVID19 Response Cooperative	227 321 54147	262	43,601	-	-	-	-	-	-	-
Prevention Health	227 322 54148	263	7,631	6,107	6,131	(6,131)	-	6,107	(6,107)	-
COVID19 Enhancing Detection	227 323 54142	264	-	531,450	-	-	-	175,250	(175,250)	-
COVID19 Epidemiology & Lab	227 324 54144	265	5,312	11,988	11,700	(11,700)	-	-	-	-
Fit Families - SNAP Ed	227 325 54161	266	8,014	8,194	8,194	(8,194)	-	11,142	(11,142)	-
Communicable Disease	227 326 54149	267	2,510	4,300	4,300	(4,300)	-	4,300	(4,300)	-
Birth to 3 Social Emotional Project	227 327 54132	268	25,560	29,926	53,486	(53,486)	-	-	-	-
COVID19 Local Testing Coord	227 328 54145	269	80,200	-	-	-	-	-	-	-
COVID19 Pandemic Preparedness	227 329 54129	270	30,000	-	-	-	-	-	-	-
COVID19 Contact Tracing & Disease	227 330 54155	271	354,057	-	-	-	-	-	-	-
American Rescue Plan Act (ARPA)	227 331 51999	272	-	-	-	-	-	11,000	(11,000)	-
PHEP Workforce COVID19	227 332 54164	273	-	-	-	-	-	51,000	(51,000)	-
COVID19 Immunization/Vaccinations	227 333 54162	274	-	-	-	-	-	30,000	(30,000)	-
Highway - Levy	101 001 53310 01	275-312		8,436,069	8,521,598	(5,162,598)	3,359,000	8,521,598	(5,162,598)	3,359,000
Highway - State Transportation Aids	101 001 53310 02		1,469,458	1,500,000	1,300,000	(1,300,000)	-	1,300,000	(1,300,000)	-
Highway - State CHIP Aids/Other	101 001 53310 03		170,531	(4,200)	90,000	(90,000)	-	90,000	(90,000)	-
Contingency Fund	102 001 59211	313	31,394	18,820	-	-	-	-	-	-
Highway Improvement	441 001	314	3,545,827	-	-	-	-	-	-	-
County Sales Tax Transferred to Gen Fd	204 001 59110									-
Solid Waste Fees Transferred to Gen Fd	205 001 59110	315		503,631	713,928	(713,928)	-	694,891	(694,891)	-
Budgeted Decreases in Fund Balances:										-
Contingency Fund	102						-			-
Debt Service Levy	301									
Budgeted Increases in Fund Balances:										-
Data Processing Equipment Fund (NL)							-	1,980	(1,980)	-
Land Records Modernization (NL)					22,935	(22,935)				
Medication Fee (NL)										
CDBG Revolving Loan Fund										

2022 BUDGET OF EXPENDITURES FOR OPERATION AND MAINTENANCE OF PIERCE COUNTY

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Gross Recom'd	2022 Carryover/ Grant/Adj.	2022 Net Co. Budget Recom'd
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted			
WI CDBG Housing Program										
SUB-TOTAL			35,105,601	39,251,163	39,252,849	(14,915,411)	24,337,438	46,350,407	(21,328,046)	25,022,361
County Library	101 024 55110	316	476,707	459,646	459,646		459,646	506,931		506,931
Debt Service Levy	301 001	317	3,240,988	3,223,138	3,223,138		3,223,138	3,215,088		3,215,088
Debt Service Levy-Bond Premium	301 001						-			-
County Aid Bridges	101 001 53310 04	280/301	263,962	200,000	200,000		200,000	200,000		200,000
TOTAL GOVERNMENTAL FUNDS			39,087,258	43,133,947	43,135,633	(14,915,411)	28,220,222	50,272,426	(21,328,046)	28,944,380

2022 BUDGET OF EXPENDITURES FOR OPERATION AND MAINTENANCE OF PIERCE COUNTY

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Gross Recom'd	2022 Carryover/Grant/Adj.	2022 Net Co. Budget Recom'd
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted			

GOVERNMENTAL FUNDS - SUMMARY

General Fund - Operations	101		16,648,715	16,793,043	17,407,587	(54,653)	17,352,934	17,978,508	(101,475)	17,877,033
General Fund - Highway Operations	101a		1,639,989	9,931,869	9,911,598	(6,552,598)	3,359,000	9,911,598	(6,552,598)	3,359,000
General Fund - Highway Co Bridge Aids	101b		263,962	200,000	200,000	-	200,000	200,000	-	200,000
General Fund - Library	101c		476,707	459,646	459,646	-	459,646	506,931	-	506,931
General Fund - Contingency	102		31,394	18,820	-	-	-	-	-	-
General Fund - Totals			19,060,767	27,403,378	27,978,831	(6,607,251)	21,371,580	28,597,037	(6,654,073)	21,942,964
County Sales Tax Fund	204		-	-	-	-	-	-	-	-
Solid Waste Development Fund	205		-	503,631	713,928	(713,928)	-	694,891	(694,891)	-
CDBG Grant PF 21-06 (Co. Rd. B)	206		-	-	-	-	-	1,559,972	(1,559,972)	-
CDBG Revolving Loan Fund	207		1,421,907	9,421	9,421	-	9,421	9,421	-	9,421
WI CDBG Housing Fund	208		15,984	35,000	30,000	(30,000)	-	30,000	(30,000)	-
American Rescue Plan Act	211		-	-	-	-	-	4,152,231	(4,152,231)	-
Human Services	212		9,188,597	8,973,430	8,439,838	(5,702,270)	2,737,568	9,047,737	(6,252,804)	2,794,933
Public Health	227		1,711,596	1,955,672	1,783,518	(1,062,775)	720,743	1,941,700	(1,220,957)	720,743
Office on Aging	231		660,890	604,958	616,260	(458,488)	157,772	725,719	(464,488)	261,231
Snowmobile Trails	242		132,965	289,190	204,570	(204,570)	-	140,425	(140,425)	-
Jail Maintenance Fund	251		-	20,000	20,000	(20,000)	-	20,000	(20,000)	-
Mediation Fund	252		-	7,800	7,800	(7,800)	-	7,800	(7,800)	-
Fines & Forfeiture Fund	253		50,000	50,000	50,000	(50,000)	-	72,805	(72,805)	-
Data Processing Equipment Fund	262		40,147	41,679	41,679	(41,679)	-	41,600	(41,600)	-
Debt Service Fund	301		3,240,988	3,223,138	3,223,138	-	3,223,138	3,215,088	-	3,215,088
Highway Improvements	441		3,545,827	-	-	-	-	-	-	-
Dog License Trust Fund	805		10,920	16,650	16,650	(16,650)	-	16,000	(16,000)	-
WI Fund-Zoning Aids Fund	806		6,670	-	-	-	-	-	-	-
TOTAL GOVERNMENTAL FUNDS			39,087,258	43,133,947	43,135,633	(14,915,411)	28,220,222	50,272,426	(21,328,046)	28,944,380

variance with above

HIGHWAY FUND BUDGET

701			11,114,093	10,131,869	10,111,598	(6,552,598)	3,559,000	10,111,598	(6,552,598)	3,559,000
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BUDGET OF GENERAL REVENUES AND OTHER SOURCES FOR 2022
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					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted	Gross Recom'd	Prgm Rev/ Carryovers	Net Budgeted
Forest Crop Tax	101 001 41150	318	31,671	33,000	30,000		30,000	32,000		32,000
Retained Sales Tax	101 001 41220	318	133	120	129		129	129		129
County Sales Tax	101 001 49xxx	318	2,597,733	2,883,733	2,650,000		2,650,000	3,005,200		3,005,200
Ag Land Penalties	101 001 41820	318	5,279	2,500	2,500		2,500	2,500		2,500
Interest on Taxes	101 001 41900	318	239,319	350,000	260,000		260,000	350,000		350,000
Shared Taxes	101 001 43410	318	1,015,398	1,011,499	1,011,499		1,011,499	1,015,678		1,015,678
Personal Property Aid	101 001 43411	318	66,533	54,292	54,292		54,292	70,210		70,210
St Aid - WI DOT Easements	101 001 43503	318	6,750	-	-		-	-		-
Computer Exempt Aid	101 001 43592	318	11,268	11,268	11,300		11,300	11,300		11,300
Trash Hauler License	101 001 44101	318	1,700	1,770	1,870		1,870	1,770		1,770
Administration Fees	101 001 46100	318	268	175	175		175	175		175
County Directories	101 001 46101	318	54	50	50		50	50		50
Timber Sales Revenue	101 001 46810	318	-	7,000	20		20	20		20
Drug Testing Revenue	101 001 47423	318	700	750	675		675	750		750
Interest & Dividends	101 001 48110	318	36,912	2,000	2,000		2,000	2,000		2,000
Interest-Insurance Deductible	101 001 48115	318	571	1,100	1,100		1,100	1,100		1,100
Rebate-Purchasing Card	101 001 48150	318	5,689	3,000	4,300		4,300	3,000		3,000
Rent from County Offices	101 001 48210	318	77,934	77,934	77,934		77,934	50,070		50,070
Rent of County Owned Property	101 001 48211	318	649	648	648		648	648		648
Sale of County Property	101 001 48310	318	1,722	600	600		600	600		600
Flex Spending Refund	101 001 48410	318	-	-	1,000		1,000	-		-
Donation	101 001 48503	318	500	-	-		-	-		-
Unclaimed Trust Fund	101 001 48603	318	(64)	-	-		-	-		-
State Aid-GAL Fees	101 002 43510	319	15,466	13,610	15,929		15,929	14,018		14,018
State Court Grant	101 002 43518	319	59,166	56,515	60,940		60,940	58,210		58,210
Ordinances & Forfeitures	101 002 45110	319	53,323	65,000	75,000		75,000	65,000		65,000
State Fines for County	101 002 45120	319	31,126	25,000	33,000		33,000	30,000		30,000
Circuit Court Fees	101 002 46140	319	51,884	50,000	70,000		70,000	70,000		70,000
Resitution GAL Fees	101 002 46141	319	78,730	70,000	105,000		105,000	90,000		90,000
Interest - Clerk of Courts	101 002 48112	319	236	-	500		500	300		300
Register of Probate State G.A.L.	101 003 43510	320	20,220	18,000	15,000		15,000	18,000		18,000
Register in Probate-Resitution GAL	101 003 46141	320	20,159	20,000	25,000		25,000	20,000		20,000
Register in Probate Fees	101 003 46150	320	11,050	16,000	15,000		15,000	16,000		16,000
Register In Probate Intergovernmental	101 003 47440	320	12,534	15,000	15,000		15,000	15,000		15,000
Medical Examiner Fees	101 005 46108	321	32,657	31,500	23,500		23,500	33,000		33,000
Conservation Fees	101 006 44201	322	60	200	250		250	250		250
Clerk Fees	101 006 46110	322	6,254	7,000	8,500		8,500	7,000		7,000
Passport Fees	101 006 46115	322	7,460	10,000	17,000		17,000	11,000		11,000
Statewide Voter Registration	101 006 47331	322	3,340	2,000	2,000		2,000	3,000		3,000

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					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted	Gross Recom'd	Prgm Rev/ Carryovers	Net Budgeted
Payment in Lieu of Taxes-Districts	101 008 43690	323	24,339	23,730	23,500		23,500	23,500		23,500
Treasurer Fees	101 008 46120	323	16,083	15,980	15,000		15,000	15,000		15,000
Title Search Fees	101 008 46122	323	-	300	500		500	500		500
Interest on Gen. Fund Investments	101 008 48110	323	566,681	170,000	280,000		280,000	250,000		250,000
Interest on Checking	101 008 48112	323	64,521	100,000	25,000		25,000	15,000		15,000
State Aid - Victim/Witness	101 009 43514	324	27,357	37,499	37,499		37,499	39,808		39,808
Victim Witness Revenue	101 009 46160	324	66	892	-		-	-		-
District Attorney Fees	101 009 46165	324	9,900	6,500	13,500		13,500	6,500		6,500
Corporation Counsel Fees	101 010 46170	325	5,550	720	720		720	350		350
Real Estate Transfer Tax	101 011 41230	326	144,537	154,500	90,000		90,000	130,000		130,000
Register of Deeds Fees	101 011 46130	326	221,038	211,700	175,000		175,000	215,000		215,000
Land Records Modernization Fee (NL)	101 011 46131	326	72,080	70,576	51,000	(51,000)	-	64,000	(64,000)	-
SSN Redaction Revenue	101 011 46134	326	-	-	-		-	-		-
Monumentation Fees	101 012 46180	327	7,100	6,000	6,000		6,000	6,000		6,000
State Aid - Land Information Grant	101 013 43591	328	100,804	89,000	89,000		89,000	86,000		86,000
County Fines/Violations	101 013 45102	328	-	250	250		250	250		250
GIS Revenue	101 013 46190	328	2,011	1,500	1,500		1,500	1,500		1,500
Zoning Fees	101 014 44401	329	67,329	70,000	70,000		70,000	70,000		70,000
Sanitation Fees	101 014 44402	329	46,675	30,000	30,000		30,000	30,000		30,000
Land Record Fees-Zoning	101 014 46132	329	14,417	3,500	3,500		3,500	3,500		3,500
Winter Storage	101 015 46747	330	41,704	41,000	41,000		41,000	41,000		41,000
Fairgrounds Rental	101 015 46749	330	4,034	15,000	15,000		15,000	15,000		15,000
Donations & Contributions	101 015 48500	330	1,125	900	-		-	-		-
Compeer Financial Fairgrounds	101 015 48519	330	3,000	3,000	-		-	-		-
State Aid-Training & Standards	101 016 43507	331	8,320	-	7,500		7,500	7,500		7,500
State Aid - Sheriff Miscellaneous	101 016 43520	331	3,904	-	-		-	-		-
State Aid - Law Enforcement	101 016 43521	331	880	1,240	1,300		1,300	1,300		1,300
State Aid - Water Patrol	101 016 43524	331	53,732	55,000	60,000		60,000	55,000		55,000
State Aid - Snowmobile Patrol	101 016 43525	331	5,964	12,000	33,000		33,000	15,000		15,000
State Aid - TraCs Mobilization Grant	101 016 43526	331	-	890	890		890	-		-
State Aid - ATV Safety	101 016 43529	331	21,775	20,000	20,000		20,000	20,000		20,000
Sheriff Fees Accident Photo Fees	101 016 46210	331	1,816	1,000	1,400		1,400	1,000		1,000
Sheriff Fees - Paper Services	101 016 46211	331	17,400	10,000	20,000		20,000	20,000		20,000
Fingerprint Fees	101 016 46240	331	1,540	2,000	300		300	2,000		2,000
Board of Prisoners	101 016 46241	331	97,453	20,000	50,000		50,000	40,000		40,000
Home Monitor Revenue	101 016 46242	331	9,095	10,000	9,000		9,000	10,000		10,000
Canteen Fund Revenue (NL)	101 016 46243	331	11,965	10,000	10,000		10,000	10,000		10,000
Car Tow Reimbursement	101 016 46244	331	1,360	1,000	3,000		3,000	1,000		1,000
License Fees	101 016 46245	331	601	1,000	5,000		5,000	3,000		3,000

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Reimbursement for Services	101 016 46246	331	3,165	2,000	10,000		10,000	5,000		5,000
Asset Forfeiture	101 016 46774	331	7,047	1,000	1,000		1,000	1,000		1,000
Reimbursement Federal Gov	101 016 47101	331	600	500	1,000		1,000	500		500
State Restitution	101 016 47224	331	111	2,500	500		500	2,500		2,500
St. Croix Co. Task Force Grant	101 016 47320	331	6,110	6,000	6,000		6,000	6,000		6,000
D.A.R.E. Program	101 016 47422	331	1,170	-	12,000		12,000	8,000		8,000
Radio Tower Lease Revenue	101 016 48240	331	22,006	-	20,000		20,000	-		-
Sale of Squad Cars	101 016 48311	331	1,800	3,600	25,000		25,000	5,000		5,000
Donations D.A.R.E.	101 016 48505	331	-	750	500		500	500		500
Donations ERU	101 016 48535	331	2,520	-	-		-	-		-
State Aid - L.E.P.C.	101 017 43527	332	12,569	13,337	13,012		13,012	13,337		13,337
State Aid - Emergency Mgmt	101 017 43528	332	40,579	37,595	37,595		37,595	48,981		48,981
Emergency Management Fees	101 017 46220	332	288	400	400		400	400		400
XCEL Energy - Reimbursement	101 017 48010	332	104,179	90,000	90,000		90,000	106,100		106,100
Radio Tower Lease Revenue	101 017 48240	332	-	20,000	-		-	20,000		20,000
State Aid - C.V.S.O.	101 023 43562	333	15,693	16,500	16,500		16,500	16,500		16,500
C.V.S.O. Transportation	101 023 46601	333	3,650	4,500	4,500		4,500	4,500		4,500
Donations-Veteran Relief Fund	101 023 48506	333	4,765	-	-		-	-		-
Vet Relief-Golf Sponsorship	101 023 48534	333	16,518	2,900	2,900		2,900	7,000		7,000
Veteran Donations	101 023 48607	333	5,550	-	-		-	-		-
State Aid for County Fair	101 025 43571	334	8,336	-	-		-	8,331		8,331
Motocross Revenue/Sponsors	101 025 46740	334	-	13,500	13,500		13,500	13,600		13,600
Fair Admission & Use Fees	101 025 46741	334	-	103,460	103,460		103,460	110,000		110,000
Grandstand	101 025 46742	334	-	14,000	14,000		14,000	15,000		15,000
Sponsors/Trophies	101 025 46743	334	-	5,395	5,395		5,395	8,250		8,250
Space/Priv/Rides	101 025 46744	334	-	69,000	69,000		69,000	71,000		71,000
Contest Entry Fees	101 025 46745	334	-	5,500	5,500		5,500	5,500		5,500
Exhibitor Fees	101 025 46746	334	-	8,000	8,000		8,000	8,000		8,000
Fair Administrative Income	101 025 46748	335	66	6,500	6,500		6,500	6,500		6,500
Social Garden Revenue	101 025 46751	335	-	20,000	20,000		20,000	22,000		22,000
Park Revenues	101 026 46720	336	162,055	174,000	162,805		162,805	171,915		171,915
Park Canteen	101 026 46723	336	3,204	5,000	5,500		5,500	5,500		5,500
Park-Sale of County Equipment	101 026 48310	336	1,300	-	-		-	1,000		1,000
Reimbursement-Snowmobile Admin	101 026 48950	336	9,381	7,715	7,000		7,000	10,590		10,590
State Aid-Penalty Mail Allotment	101 027 43596	337	-	1,842	1,842		1,842	1,842		1,842
UW Extension Revenues	101 027 46773	337	1,305	300	1,300		1,300	1,300		1,300
State Aid - Land Conservation	101 028 43580	338	141,006	139,885	139,885		139,885	169,363		169,363
State Aid-LWRMP Practices	101 028 43583	338	82,589	96,488	78,750		78,750	80,500		80,500
State Aid-Producer Lead Watershed	101 028 43584	338	7,754	15,000	10,000		10,000	15,000		15,000

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State Aid - Deer Damage (NL)	101 028 43585	338	24,225	22,672	22,672		22,672	22,672		22,672
Tree Sales	101 028 46812	338	20,710	14,000	14,000		14,000	14,000		14,000
Land Conservation Fees	101 028 46828	338	-	10,500	10,500		10,500	7,500		7,500
Multi Discharger Variance (MDV) (NL)	101 028 46829	338	110,610	30,000	30,000		30,000	30,000		30,000
Subdivision Review Fees	101 028 46830	338	15,060	-	-		-	-		-
USDA NRCS Agreement	101 028 47120	338	80,600	20,000	20,000		20,000	15,000		15,000
State Aid - Fish & Game (NL)	101 029 43586	339	3,556	5,000	1,559		1,559	1,559		1,559
Shooting Range Revenue	101 029 46827	339	2,738	2,500	2,500		2,500	2,500		2,500
State Aid - Recycling	101 030 43543	340	201,273	203,197	201,300		201,300	203,000		203,000
State Aid - Clean Sweep	101 030 43544	340	10,516	24,000	24,000		24,000	24,000		24,000
Clean Sweep Revenues	101 030 46430	340	126,385	122,000	120,000		120,000	126,500		126,500
Sale of Recycled Materials	101 030 46431	340	242,848	325,000	175,000		175,000	275,000		275,000
Solid Waste Revenue	101 030 46432	340	23,646	28,000	27,000		27,000	28,500		28,500
Carton Council Grant	101 030 47338	341	1,000	-	-		-	-		-
Sale of Recycling Machinery	101 030 48313	341	1,640	10,535	-		-	-		-
Insurance Recovery	101 030 48400	341	313	-	-		-	-		-
Stock Divident/Revenue	101 030 48532	341	53	-	-		-	-		-
State Transportation Aids	101 001 43531	-	1,469,458	1,500,000	1,300,000	(1,300,000)	-	1,300,000	(1,300,000)	-
CHIP Hwy Grants/Other	101 001 43538	-	170,531	(4,200)	90,000	(90,000)	-	90,000	(90,000)	-
Transfer to Gen Fd-Solid Waste Fd	101 001 49xxx	342		503,631	713,928		713,928	694,891		694,891
Transfer to Gen FdCounty Sales Tax Re	204 001 41211	-	-	-	-		-	-		-
Solid Waste User Fees	205 001 46400	342	403,941	403,000	401,000	(401,000)	-	404,000	(404,000)	-
St Aid CDBG Grant PF21-06	206 001 43577	343	-	-	-		-	1,559,972	(1,559,972)	-
Revolving Loan Interest	207 001 48110	344	4,689	40	40		40	40		40
Revolving Loan Repayment	207 001 48928	344	26,152	26,352	26,352		26,352	26,352		26,352
CDBG Interest	208 001 48110	345	37	-	-		-	-		-
Community Development-Housing Ref.	208 001 48513	345	23,172	30,000	30,000	(30,000)	-	30,000	(30,000)	-
American Rescue Plan Act (ARPA)	211 001 47110	346	-	4,152,231	-		-	4,152,231	(4,152,231)	-
Human Services Rev-Intergovernment	212 051 43	347-	8,506,553	8,973,430	5,702,270	(5,702,270)	-	6,252,804	(6,252,804)	-
Human Services Refunds	212 051 46	375					-			-
Licensing fees - DSPS	227 300 44104	376	1,107	1,321	1,200	(1,200)	-	1,200	(1,200)	-
Immunization Revenue	227 300 46523	376	40	300	300	(300)	-	300	(300)	-
Public Health Revenue	227 300 46524	376	1,169	200	400	(400)	-	500	(500)	-
Mantoux	227 300 46537	376	264	-	-		-	-		-
Flu Shot Revenue	227 300 46538	376	3,774	10,000	19,000	(19,000)	-	19,000	(19,000)	-
Federal Funding Grant	227 300 47105	376	-	3,200	-		-	-		-
Private Foundation Grants	227 300 47337	376	-	-	5,000	(5,000)	-	5,000	(5,000)	-
Donations	227 300 48607	376	2,080	2,080	2,040	(2,040)	-	2,000	(2,000)	-
St. Aid-Cities Readiness	227 301 43559	377	15,439	17,670	17,670	(17,670)	-	21,093	(21,093)	-

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St. Aid-Quarantine & Isolation	227 302 43540	378	1,122	11,848	12,000	(12,000)	-	-	-	-
Private Foundation Grants-NACCHO	227 303 47337	379	-	35,000	-	-	-	-	-	-
St. Aid-Wisconsin WINS	227 304 43569	380	1,132	-	2,263	(2,263)	-	2,263	(2,263)	-
St. Aid-BioT Focus A Planning	227 305 43533	381	13,698	32,296	32,296	(32,296)	-	32,996	(32,996)	-
St. Aid-BioT Preparedness	227 305 43551	381	3,900	-	3,900	(3,900)	-	-	-	-
License Fees DATCP	227 306 44103	382	91,429	90,396	95,000	(95,000)	-	95,000	(95,000)	-
St. Aid-Peer Counseling/Breastfeeding	227 307 43535	383	5,832	6,000	8,000	(8,000)	-	10,000	(10,000)	-
Home Care-Medical Assistance	227 308 46515	384	4,745	-	-	-	-	-	-	-
Prenatal Care Coord-Med. Assistance	227 309 46512	385	1,845	-	2,000	(2,000)	-	500	(500)	-
Prenatal Care Coord.-United Way	227 309 48504	385	(708)	-	-	-	-	-	-	-
St. Aid-Maternal Child Health	227 310 43579	386	16,682	14,244	16,682	(16,682)	-	14,244	(14,244)	-
St. Aid Title X Services	227 311 43511	387	91,000	91,000	61,451	(61,451)	-	91,000	(91,000)	-
St. Aid-Family Planning	227 311 43552	387	44,070	41,923	63,038	(63,038)	-	41,923	(41,923)	-
Family Planning UWRF Student Health	227 311 46509	387	26,116	20,000	50,000	(50,000)	-	20,000	(20,000)	-
Family Planning-Gen. Income	227 311 46513	387	139,442	100,000	166,225	(166,225)	-	150,000	(150,000)	-
Family Planning Self Pay	227 311 46514	387	1,758	700	4,300	(4,300)	-	2,000	(2,000)	-
Family Planning UW-RF Rent	227 311 48214	387	10,292	6,500	8,852	(8,852)	-	6,500	(6,500)	-
Family Planning Donations	227 311 48502	387	-	14	-	-	-	100	(100)	-
Family Planning Private Foundation Gr	227 311 48511	387	10,000	-	10,000	(10,000)	-	10,000	(10,000)	-
Family Planning HCET	227 311 48520	387	5,170	3,400	2,000	(2,000)	-	3,400	(3,400)	-
St. Aid-Birth to Three	227 312 43519	388	73,997	66,513	62,773	(62,773)	-	66,513	(66,513)	-
Birth to Three Revenue	227 312 46519	388	31,105	10,000	10,000	(10,000)	-	45,644	(45,644)	-
Parental Cost Program	227 312 46520	388	1,015	3,000	5,700	(5,700)	-	4,700	(4,700)	-
MA Speech Therapy	227 312 46522	388	9,801	10,000	5,000	(5,000)	-	20,000	(20,000)	-
United Way	227 312 48527	388	500	500	1,000	(1,000)	-	-	-	-
St. Aid WIC Infrastructure	227 313 43505	389	5,401	-	10,000	(10,000)	-	10,000	(10,000)	-
St. Aid WIC Creative Mktg Outreach	227 313 43547	389	2,982	2,982	2,982	(2,982)	-	3,000	(3,000)	-
St. Aid-Farmers Market	227 313 43553	389	1,768	2,526	1,768	(1,768)	-	2,526	(2,526)	-
State Aid- WIC	227 313 43558	389	135,270	110,000	191,530	(191,530)	-	191,530	(191,530)	-
St Aid WIC Interpreter	227 313 43563	389	2,281	2,000	2,000	(2,000)	-	2,000	(2,000)	-
St. Aid-DNR Environmental Health	227 315 43546	390	14,337	12,225	14,000	(14,000)	-	14,000	(14,000)	-
DNR Environmental Health	227 315 46529	390	4,135	3,000	4,300	(4,300)	-	4,300	(4,300)	-
St. Aid-Immunizations	227 317 43550	391	9,414	9,308	9,414	(9,414)	-	9,308	(9,308)	-
St. Aid-Lead	227 318 43536	392	1,860	2,818	2,820	(2,820)	-	2,818	(2,818)	-
MA-Childhood Lead Testing	227 318 46510	392	374	-	2,800	(2,800)	-	2,000	(2,000)	-
St Aid -COVID19 Response Coop	227 321 43568	393	43,601	-	-	-	-	-	-	-
Prevention Health	227 322 43568	394	7,631	6,107	6,131	(6,131)	-	6,107	(6,107)	-
St Aid-COVID19 Enhancing Detection	227 323 43545	395	-	531,450	-	-	-	175,250	(175,250)	-
St Aid -COVID19 Epidemiology & Lab	227 324 43568	396	5,312	11,988	11,700	(11,700)	-	-	-	-

BUDGET OF GENERAL REVENUES AND OTHER SOURCES FOR 2022
10/5/21 11:16 AM

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Budget		
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted	Gross Recom'd	Prgm Rev/ Carryovers	Net Budgeted
St Aid-Fit Families	227 325 43557	397	8,014	8,194	8,194	(8,194)	-	11,142	(11,142)	-
St Aid-Communicable Disease	227 326 43594	398	2,510	4,300	4,300	(4,300)	-	4,300	(4,300)	-
St Aid -Birth to 3 Social Emotional Proj	227 327 43561	399	25,560	29,926	53,486	(53,486)	-	-	-	-
St Aid -COVID19 Local Testing Coord	227 328 43568	400	80,200	-	-	-	-	-	-	-
St Aid -COVID19 Pandemic Prepared	227 329 43568	401	30,000	-	-	-	-	-	-	-
St Aid -COVID19 Contact Tracing &	227 330 43568	402	354,057	-	-	-	-	-	-	-
American Resue Plan Act (ARPA)	227 331 47110	403	-	-	-	-	-	11,000	(11,000)	-
PHEP Workforce COVID19	227 332 47108	404	-	-	-	-	-	51,000	(51,000)	-
COVID19 Immunization/Vaccination	227 333 47107	405	-	-	-	-	-	30,000	(30,000)	-
Office on Aging Grant Funds/Intergov.	231 022 43	406-	357,921	604,958	458,488	(458,488)	-	464,488	(464,488)	-
Office on Aging Program Income	231 022 46	423	128,158	-	-	-	-	-	-	-
Office on Aging Other/Interest	231 022 48	-	1,685	-	-	-	-	-	-	-
Snowmobile Trails (NL)	242 026 43573	424	123,705	289,190	204,570	(204,570)	-	140,425	(140,425)	-
Jail Maintenance Fund (NL)	251 016 45190	425	21,093	20,000	20,000	(20,000)	-	20,000	(20,000)	-
Family Mediation Fund (NL)	252 006 46111	426	6,020	4,800	4,800	(4,800)	-	4,800	(4,800)	-
Mediation Fund-Courts (NL)	252 002 46143	427	-	3,000	3,000	(3,000)	-	3,000	(3,000)	-
OWI Surcharge-Fines/Forfeiture (NL)	253 002 45121	428	30,401	40,000	40,000	(40,000)	-	40,000	(40,000)	-
Data Processing Equipment Fund (NL)	262 007 47411	429	41,600	41,600	41,600	(41,600)	-	41,600	(41,600)	-
Highway Improvements	441 001	430	29,752	-	-	-	-	-	-	-
Dog License Collection (NL)	805 006 44202	431	11,920	16,650	16,650	(16,650)	-	16,000	(16,000)	-
WI Zoning Aids (NL)	806 014 43587	432	6,670	-	-	-	-	-	-	-
Highway	701	433-443	9,584,297	9,407,643	5,162,598	(5,162,598)	-	5,162,598	(5,162,598)	-
FUNDS APPLIED-Data Processing Equipment Outlay					79	(79)	-	-	-	-
FUNDS APPLIED-Redaction					3,653	(3,653)	-	3,653	(3,653)	-
FUNDS APPLIED-General Fund Unassigned					97,461		97,461			-
FUNDS APPLIED-Park Development							-	5,000	(5,000)	-
FUNDS APPLIED-Solid waste Fund				100,631	312,928	(312,928)	-	290,891	(290,891)	-
FUNDS APPLIED-Prenatal Care Coordination		385			8,000	(8,000)	-			-
FUNDS APPLIED-Family Planning		387					-	19,400	(19,400)	-
FUNDS APPLIED-Public Health					28,000	(28,000)	-	-	-	-
FUNDS APPLIED-Land Records Modernization							-	28,822	(28,822)	-
FUNDS APPLIED-Birth To Three					33,260	(33,260)	-			-
FUNDS APPLIED-Dental Health							-			-
FUNDS APPLIED-DATCP License Fees		382					-	5,400	(5,400)	-
FUNDS APPLIED-Multi-Discharger Variance							-			-
FUNDS APPLIED-Recovery Zone							-			-
FUNDS APPLIED-OWI Surcharge		428			10,000	(10,000)	-	32,805	(32,805)	-
FUNDS APPLIED-Contingency Fund							-			-
TOTAL GOVERNMENTAL FUNDS			30,001,307	35,170,397	23,025,137	(14,915,411)	8,109,726	29,902,755	(21,328,046)	8,574,709

BUDGET OF GENERAL REVENUES AND OTHER SOURCES FOR 2022
10/5/21 11:16 AM

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Budget		
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted	Gross Recom'd	Prgm Rev/ Carryovers	Net Budgeted

BUDGET OF GENERAL REVENUES AND OTHER SOURCES FOR 2022
10/5/21 11:16 AM

Account Name	Account No.	Page	2020 Actual	Estimate 2021	2021 Budget			2022 Budget		
					Gross Amounts	Prgm Rev/ Carryovers	Net Budgeted	Gross Recom'd	Prgm Rev/ Carryovers	Net Budgeted

GOVERNMENTAL FUNDS - SUMMARY

General Fund - Operations	101		6,753,285	6,354,579	6,062,945	(1,441,000)	4,621,945	6,302,226	(1,454,000)	4,848,226
General Fund - Highway Operations	101a		-	-	-	-	-	-	-	-
General Fund - Funds Applied	101b		-	-	101,114	(3,653)	97,461	3,653	(3,653)	-
General Fund - Transfer from Hwy	101c		9,584,297	9,407,643	5,162,598	(5,162,598)	-	5,162,598	(5,162,598)	-
General Fund - Trans - Sales Tax Fd	101d		2,597,733	2,883,733	2,650,000	-	2,650,000	3,005,200	-	3,005,200
General Fund - Trans - Solid Waste Fd	101e		-	503,631	713,928	-	713,928	694,891	-	694,891
General Fund - Totals			18,935,315	19,149,586	14,690,585	(6,607,251)	8,083,334	15,168,568	(6,620,251)	8,548,317
Contingency Fund	102		-	-	-	-	-	-	-	-
County Sales Tax Fund	204		-	-	-	-	-	5,000	(5,000)	-
Solid Waste Development Fund	205		403,941	503,631	713,928	(713,928)	-	694,891	(694,891)	-
CDBG Grant PF21-06 (Co Rd B)	206		-	-	-	-	-	1,559,972	(1,559,972)	-
CDBG Revolving Loan Fund	207		30,841	26,392	26,392	-	26,392	26,392	-	26,392
WI CDBG Housing Fund	208		23,209	30,000	30,000	(30,000)	-	30,000	(30,000)	-
American Rescue Plan Act (ARPA)	211		-	4,152,231	-	-	-	4,152,231	(4,152,231)	-
Human Services	212		8,506,553	8,973,430	5,702,270	(5,702,270)	-	6,252,804	(6,252,804)	-
State Grants (Public Health)	227		1,342,523	1,314,929	1,062,775	(1,062,775)	-	1,249,779	(1,249,779)	-
Office on Aging	231		487,764	604,958	458,488	(458,488)	-	464,488	(464,488)	-
Snowmobile Trails	242		123,705	289,190	204,570	(204,570)	-	140,425	(140,425)	-
Jail Maintenance Fund	251		21,093	20,000	20,000	(20,000)	-	20,000	(20,000)	-
Mediation Fund	252		6,020	7,800	7,800	(7,800)	-	7,800	(7,800)	-
Fines & Forfeiture Fund	253		30,401	40,000	50,000	(50,000)	-	72,805	(72,805)	-
Data Processing Equipment Fund	262		41,600	41,600	41,679	(41,679)	-	41,600	(41,600)	-
Debt Service Fund	301		-	-	-	-	-	-	-	-
Highway Improvements	441		29,752	-	-	-	-	-	-	-
Dog License Trust Fund	805		11,920	16,650	16,650	(16,650)	-	16,000	(16,000)	-
WI Fund-Zoning Aids Fund	806		6,670	-	-	-	-	-	-	-
TOTAL GOVERNMENTAL FUNDS			30,001,307	35,170,397	23,025,137	(14,915,411)	8,109,726	29,902,755	(21,328,046)	8,574,709
<i>variance with above</i>			-	-	-	-	-	-	-	-

HIGHWAY FUND BUDGET

701		9,584,297	9,407,643	6,552,598	(6,552,598)	-	6,552,598	(6,552,598)	-
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RESOLUTION NO. 21-12
AMEND PERSONNEL POLICY TO AUTHORIZE IMPLEMENTING
A TAX PREFERRED ACCOUNT (TPA) BENEFIT PLAN RELATED TO
EMPLOYEES' ACCUMULATED SICK LEAVE, VACATION
AND PTO LEAVE PAYOUTS EFFECTIVE 1-1-2022

WHEREAS, §4-21 of the Pierce County Code addresses amendments to the Pierce County Personnel Policy as follows:

“The Pierce County Personnel Code shall be maintained under the guidance, direction and policymaking supervision of the Finance and Personnel Committee, which shall have the authority to amend the code from time to time, to conform its provisions with current personnel policies as devised by the Board and Finance and Personnel Committee, collective bargaining agreements and other contracts. Amendment to the Pierce County Code shall require approval of the Board.”; and

WHEREAS, the Personnel Policy further states in Article III, Section B, that the County Board shall authorize, by resolution, any amendments to the Personnel Policy; and

WHEREAS, the purpose of a code of personnel policies and procedures, as set forth in Article I, Section A of the Personnel Policy, is to create a guide for the effective administration of both supervisory and non-supervisory staff, with the goal of advancing understanding between the County and its employees; and

WHEREAS, the County desires to amend the current payout of accrued sick, vacation and PTO leave for WRS eligible employees from a cash payout to a tax preference account (TPA) by implementing the PRIME-Choice © benefit plan when employees leave in good standing, as shown in Exhibit A; and

WHEREAS, the Finance and Personnel Committee, at its meeting on October 4, 2021, reviewed the proposed policy revisions and recommended that the County Board amend the Personnel Policy as set forth in the attached Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Pierce County Board of Supervisors hereby approves and authorizes amending the Pierce County Personnel Policy as recommended by the Finance and Personnel Committee, as set forth in the attached Exhibit A.

Dated this 26th day of October, 2021.

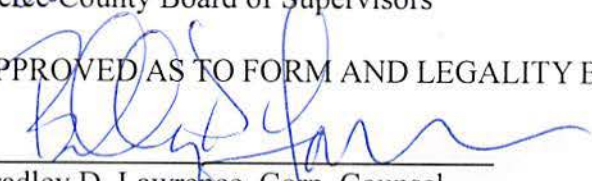


Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:


Bradley D. Lawrence, Corp. Counsel

Adopted: November 09, 2021

EXHIBIT A

Proposed amendment to the Pierce County Personnel Policy, Article IX Employee Benefits, Sections B1, B2, and C, as follows:

B1. Vacations-Employees Represented as of December 31, 2011.

(Note: An appropriate transition plan will be developed to accommodate any change to this schedule, as applicable.)

The vacation benefit applies unless otherwise stated to all full-time employees, as well as regular part-time employees regularly scheduled to work a minimum of twenty-eight (28) hours per two-week pay period, who are not subject to the County's PTO policy or to any collective bargaining agreement.

1. Vacation shall be accrued each pay period starting with the employee's first day of employment and shall increase on the employee's anniversary based on years of service.

Full-time employees shall accrue vacation in accordance with the following table:

8-HOUR EMPLOYEES		
Years of Service	Vacation Accrued Per Year	Vacation Accrued Per Pay Period
Years 1-8	12 days (96 hours)	3.69 hours
Years 9-15	15 days (120 hours)	4.62 hours
Year 16 & after	20 days (160 hours)	6.15 hours

7-HOUR EMPLOYEES		
Years of Service	Vacation Accrued Per Year	Vacation Accrued Per Pay Period
Years 1-8	12 days (84 hours)	3.23 hours
Years 9-15	15 days (105 hours)	4.04 hours
Year 16 & after	20 days (140 hours)	5.38 hours

[Note: 1-8 means from the beginning of employment to the end of the 8th year;
9-15 means from the beginning of the 9th year to the end of the 15th year;
etc.]

Part-time employees shall accrue vacation hours in accordance with the above schedules, on a pro-rated basis, based on all hours paid up to 80 hours in a two-week pay period.

2. No credits for vacation are granted for time worked in excess of the usual workweek. Sick leave cannot be claimed for an illness occurring during an employee's vacation time. Vacations may not be used to supplement Worker's Compensation Benefits.

Employees will receive pay deductions for overdrawing vacation accounts and be subject to disciplinary action.

3. Maximum Accruals. The maximum number of accrued hours in an employee's vacation bank at any one time shall be 160 hours for 8-hour employees and 140 hours for 7-hour employees. An 8-hour employee who has accumulated 160 hours of vacation shall not accrue any additional vacation hours until the accumulated balance credited to the employee falls below 160 hours. A 7-hour employee who has accumulated 140 hours of vacation shall not accrue any additional vacation hours until the accumulated balance credited to the employee falls below 140 hours. A part-time employee who accumulates 100 hours of vacation shall not accrue any additional vacation hours until the accumulated balance credited to the employee falls below 100 hours.

4. Scheduling: Use of vacation time is to be scheduled with the department head or supervisor as far in advance as possible pursuant to department guidelines as may be applicable. Requests to use time shall be in writing. The County reserves the right to determine the number of personnel to be on vacation at any one time. Department heads and supervisors may deny the use of vacation if it cannot be accommodated in the workload of the department, or if other employees are already scheduled to be off. Generally, vacation leave requests shall be granted on a first come, first served basis.

Vacations may be taken in one-half hour increments. Vacation may not be used in the pay period in which it is accrued.

5. Upon voluntary termination of an employee in good standing, the employee will be paid for all accrued vacation including that vacation time earned during the year in which the termination takes place. Employees who are WRS eligible at the time employment is terminated and, the combined sick/vacation payout is over \$3,000, the total amount will be processed as a one-lump-sum payment to a Prime Choice© benefit plan determined by the County. An exit interview with a Prime Choice© representative will be required.

B1A. Vacation Donation.

This policy allows regular full time or regular part-time employees to voluntarily

donate vacation leave to other regular employees who have been absent from pay status due to a seriously incapacitating illness/injury for which no eligible paid leave benefits or replacement income are available. All requests for participation in the program are treated in a highly confidential manner. Vacation donations are a conditional benefit and not a right of employment. Seriously incapacitating is any serious illness or injury which requires the employee to receive continuing treatment for an extended period of time. Examples of seriously incapacitating illness/injury may include cancer, major heart attacks, long-term hospitalization, and disabling accidents.

1. Program Points

- a. Participation will be considered on a case-by-case basis with approval from the Administrative Coordinator.
- b. Employees receiving donated vacation time (Recipient) must have exhausted all of their accumulated sick leave, compensatory time, vacation time and holiday time prior to the use of any donated vacation time. The Recipient must use the newly accrued leaves as they are accrued.
- c. Any one employee may not receive more than 160 hours of donated vacation time per year.
- d. Vacation donations must be made in increments of full hour blocks with a minimum of 7 hours.
- e. Any one employee may not donate more than 40 hours.
- f. Donations will be confidential and made in writing using the Donor Deduction Authorization form. The Donor's information will not be revealed to the Recipient.
- g. Donated vacation time will be based on hour for hour transfers based on the Recipient's current rate of pay. (Example 1: \$15/hour employee donated 8 hours to \$18/hour employee. The Recipient would receive 8 hours at \$18 per hour. Example 2: \$20/hour employee donated 8 hours to \$15/hour employee. The Recipient would receive 8 hours at \$15 per hour.)
- h. Donated vacation will be allocated in the order it is donated.
- i. Unused donation will be credited back to the donor only if the Recipient returns to full work schedule (full or part time) prior to use of the donated vacation time.
- j. Leave donations are not tax deductible.

- k. A donor may donate to any Recipient who is determined to be eligible for the program.
- l. Employees on PTO are not eligible for this program.

2. Recipient Eligibility

To be an eligible recipient, an employee must meet all of the following criteria:

- a. Must be working in a regular position that is eligible for benefits and have worked at least 12 months.
- b. Must be on an approved unpaid leave of absence due to a serious illness/injury of the employee.
- c. Must have provided medical certification of the illness/injury.
- d. Must not be receiving worker's compensation benefits.
- e. Must not be receiving short or long term disability insurance benefits.
- f. Must have exhausted all available leaves include vacation, sick leave, compensatory time, and holidays.
- g. Must complete a Request for Vacation Donation Assistance form (available in Administration Office).

3. Donor Eligibility

Potential Donors must meet all of the following criteria:

- a. Must be eligible to accrue and use leave benefits.
- b. Must have an earned balance that is equal to at least forty (40) hours.
- c. Must complete the Vacation Deduction Authorization form.

A Donor may not withdraw the voluntary deduction once the form has been submitted. A Donor may not request return of donated leave. The only notice a Donor will receive that the vacation donation has been used is by the deduction in the vacation leave balance noted on their payroll statement.

4. Notification of Requests for Assistance

Requests for assistance approved by the Administrative Coordinator will be circulated to employees via email upon request of the Recipient to notify

potential donors.

B2. Sick Leave-Employees Represented as of December 31, 2011.

Unless provided otherwise by a collective bargaining agreement, sick leave shall be provided to all employee groups represented by a union as of December 31, 2011. The policy will apply to the Community Health bargaining unit upon expiration of the 2011-12 collective bargaining agreement.

1. Use of Sick Leave.

- a. Sick leave may be used for reasonable medical and dental care that cannot be scheduled during non-working hours. Sick leave may be used in the case of illness of the employee's spouse or children, providing the employee can substantiate the need to the satisfaction of the County. Sick leave may be used in one-half (1/2) hour increments.
- b. Employees unable to report to work due to illness or injury should contact the appropriate supervisor as soon as reasonably practical and no later than one-half (½) hour before the start of assigned work hours.

All Sheriff's Department employees shall provide at least two (2) hours' notice prior to the start of the assigned work hours.

- c. Proof of illness may be required to receive payment for any scheduled work day which was missed because of illness or injury. A statement from the employee's attending physician or dentist, giving the nature of the illness, that it had incapacitated the employee, and that the condition has improved sufficiently to permit the employee to return to work shall be presented upon request as proof of illness.
- d. The use of sick leave for reasons other than personal illness or injury or of the employee's spouse or child (or as permitted otherwise under County policy) may result in discipline, up to and including termination. Sick leave will not be allowed when an injury is due to or incurred while in the employ of others.
- e. Employees on sick leave shall be paid for the hours they were scheduled to work that day. When an insufficient sick leave balance remains to cover the absence of the employee, the remainder is charged to accumulated vacation until such time as an unpaid leave is approved.
- f. Represented employees in the Courthouse and Highway units may utilize the sick leave bank as set forth below.
- g. Sick leave may not be used in the pay period in which it is accrued.

- h. Sick leave may not be used to supplement Worker's Compensation benefits.
- i. Use of sick leave in three (3) or more consecutive days for the same illness requires employee to submit Family Medical Leave Act (FMLA) request and use FMLA time. See FMLA policy (Article IX(O)).

2. Accrual of Sick Leave.

- a. Full-time employees shall accrue sick leave at the rate of seven (7) hours per month for 35-hour per week employees and eight (8) hours per month for 40-hour per week employees.
- b. Part-time employees shall accrue sick leave on a pro-rated basis, based on the FTE assigned to the position. Sick leave does not accrue for hours worked in excess of the usual work week.
- c. Unused sick leave may accumulate, up to a maximum of ninety (90) days (or 630 hours for 7-hour employees, 720 hours for 8-hour employees).
- d. A sick leave benefit shall apply for all part-time employees regularly scheduled to work a minimum of 28 hours in a two-week pay period.

3. Sick Leave Payout.

- a. Unused sick leave is forfeited upon termination of employment with the following exceptions:

Full-time employees who terminate in good standing are eligible for payout of accumulated sick leave up to the following maximums:

After 5 years of service	288 hours (36 days) - (8-hour employees) 252 hours (36 days) - (7-hour employees)
After 10 years of service	384 hours (48 days) - (8-hour employees) 336 hours (48 days) - (7-hour employees)
After 15 years of service	480 hours (60 days) - (8-hour employees) 420 hours (60 days) - (7-hour employees)
After 30 of service	576 hours (72 days) - (8-hour employees) 504 hours (72 days) - (7-hour employees)

- b. Part-time employees shall be eligible for payout based on a proration of hours worked to that of a full-time employee.

- c. Employees who are WRS eligible at the time employment is terminated in good standing and, the combined sick/vacation payout is over \$3,000, the total amount will be processed as a one-lump-sum payment to a Prime Choice© benefit plan determined by the County. An exit interview with a Prime Choice© representative will be required.

4. Phaseout of Mutual Sick Leave Banks for Represented Courthouse and Highway Employees.

- a. Effective upon adoption of this policy by the County Board, once an employee's sick leave balance has reached the maximum, the added monthly earned sick leave shall not go into a mutual bank.
- b. Courthouse and Highway employees who have a "negative" sick leave balance on the effective date of this policy, as a result of prior borrowing from the bargaining unit's mutual sick leave bank, shall have all accrued sick leave applied to their negative balance until repaid in full. Any days off due to illness or injury shall be unpaid, or charged to accumulated vacation, until they attain a "positive" sick leave balance.

*Note: If an employee is on FMLA leave and has exhausted their State FMLA as applicable, the employee shall be required to utilize accrued vacation prior to taking unpaid leave.

- c. Courthouse and Highway employees who have a "positive" sick leave balance on the effective date of this policy, as a result of prior contributions to the sick leave bank, shall have these hours placed into a personal sick leave bank. The employee may use their personal sick leave bank for their own personal illness or injury once they have exhausted all accrued sick leave balances. There shall be no pay-out of the individual's personal sick leave bank if an employee leaves their employment with the County.

C. **Paid Time Off (PTO)**

Paid Time Off (PTO) replaces conventional sick leave and vacation with a single time off benefit for employee groups who were non-represented as of December 31, 2011. Project, temporary, limited term employees and employees who were represented as of December 31, 2011, are not eligible for PTO.

Earning Time. PTO time is earned based on length of service and number of regular hours, up to a maximum of 80, paid in each pay period. The number of hours paid is multiplied by a multiplier to determine PTO hours credited to the employee. This time is available for only once accrued.

Years of Service	Multiplier	80 hour/week Per Pay Period Accrual
0-7	.09231	7.39
8-14	.10385	8.31
15-19	.12308	9.85
20+	.14231	11.39

Note: 0-7 means from the beginning of employment to the end of the 7th year; 8-14 means from the beginning of the 8th year to the end of the 14 year, etc. Accruals will be calculated to two decimal places.

Accumulation. Each employee has an individual PTO account. Attendance sheets tracking PTO/PSLB must be submitted to Administration on a bi-weekly basis by 8:00 a.m. on the Monday preceding the payroll Friday. Except for extenuating circumstances, failure to meet this deadline will result in forfeiture of PTO accrual for that pay period. As time is earned it is credited to the account. Maximum PTO accumulation is 900 hours for a full-time employee and 675 hours for a part-time employee. Once the maximum PTO accumulation is reached any additional credited hours are forfeited.

Personal Sick Leave Bank. Employees hired on or before July 26, 2016 may have accrued time remaining in the employee's personal sick leave bank (PSLB). If, at the end of any given pay period, an employee has accrued time in the PSLB and also has less than the maximum accumulation of PTO, the employee's accrued time in the PSLB will be converted into PTO time on an hour-for-hour basis, up to the maximum possible PTO accumulation.

Time placed in PSLB is available for extended illness of greater than 3 days. However, when an illness is greater than 3 days, the use of PSLB time will revert to the first day. A physician's statement may be required by the employer to use PSLB time.

Annual PTO Options. On or before December 31 of each year, an employee may make an irrevocable election that for the following calendar year, hours of PTO that the employee accrues but does not use prior to July 1 of that calendar year will be cashed out and payable as of the last pay period of July.

Full-time employees electing to cash out accrued PTO will have cashed out only those hours accrued in the applicable calendar year that exceed 96 hours of the employee's total accrued PTO, and only up to a maximum of 48 hours. Part-time employees electing to cash out accrued PTO will have cashed out only those hours accrued in the applicable calendar year that exceed 48 hours of the employee's total accrued PTO, and only up to a maximum of 24 hours.

If an employee makes this election, any PTO an employee uses in the accrual year

will be subtracted first from hours carried forward from the previous year, then from any newly accrued PTO for which the cash-out election would not apply, prior to newly accrued PTO subject to the cash-out election.

Termination in Good Standing. An employee who is terminated for non-disciplinary reasons, retires, or otherwise voluntarily terminates employment with Pierce County will be paid upon termination for all accrued but unused PTO and PSLB time. This payment will be made as one lump-sum and processed as part of the applicable pay period. Employees who are WRS eligible at the time employment is terminated and the combined sick/vacation payout is over \$3,000, the total amount will be processed as a one-lump-sum payment to a Prime Choice® benefit plan determined by the County. An exit interview with a Prime Choice® representative will be required.

Use of PTO. PTO and PSLB time may not be given away or loaned. Employees will receive pay deductions for overdrawing accounts and be subject to disciplinary actions.

Employees cannot be paid for time at work and receive PTO time at the same time. Employees who report to work appearing ill may be sent home on PTO time by the department head or supervisor.

The employee may be requested to provide a physician's statement for PTO and PSLB hours that are taken due to illness when no prior approval has been given. The employer may require a medical examination by a physician of the employer's choice to substantiate the need for leave or the fitness to return to work.

Use of sick leave in three (3) or more consecutive days for the same illness requires employee to submit Family Medical Leave Act (FMLA) request and use FMLA time. See FMLA policy (Article IX(O)).

For persons requesting an unpaid leave of absence who are *not* covered by WFML, all PTO and PSLB time shall be exhausted prior to application for an unpaid leave of absence. For persons requesting an unpaid leave under WFML, employees may substitute, but are not required to substitute, PTO and PSLB time for unpaid time off.

PTO time cannot be used in increments of less than one-half hour.

All PTO / PSLB balances shall be paid out as of the last day the employee is physically present and working.

Advance Notice. PTO time is to be scheduled with the department head or supervisor as far in advance as possible. Requests to use time shall be in writing. Department heads and supervisors may deny the use of PTO if the use cannot be accommodated given the workload of the department, or if any other employees are already scheduled to be off.

New Employees. The Administrative Coordinator is authorized to negotiate the minimum PTO accrual rate for new employees however cannot start a new employee above the 8 year accrual rate. New employees begin earning PTO time on the first day of work.

RESOLUTION NO. 21-13
AUTHORIZATION FOR SURFACE WATER GRANT APPLICATION

WHEREAS, the Pierce County Land Conservation Department is interested in obtaining a cost- share grant from the Wisconsin Department of Natural Resources (DNR) for the purpose of completing a stream bank stabilization project on Plum & Rock Elm Creeks (as described in the application); and

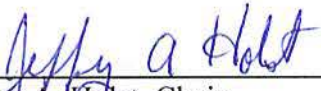
WHEREAS, an Agreement / Contract is required to carry out the project; and

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors the Pierce County Land Conservation Department will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorizes and empowers the following officials or employees to submit the following documents to the DNR for financial assistance that may be available:

Task	Title of Authorized Representative	Email address and phone number if alternative is used
Sign and submit application	LCD Director	rodney.webb@co.pierce.wi.us
Enter into an Agreement/Contract with the DNR	LCD Director	rodney.webb@co.pierce.wi.us
Submit required reports to the DNR to satisfy the Agreement/Contract, as appropriate	LCD Director	rodney.webb@co.pierce.wi.us
Submit reimbursement request(s) to the DNR per the Agreement/Contract	LCD Director	rodney.webb@co.pierce.wi.us
Sign and submit other documentation as necessary to complete the project per the Agreement/Contract	LCD Director	rodney.webb@co.pierce.wi.us

BE IT FURTHER RESOLVED that respondent will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share Agreement / Contract.

Dated this 9th day of November, 2021.



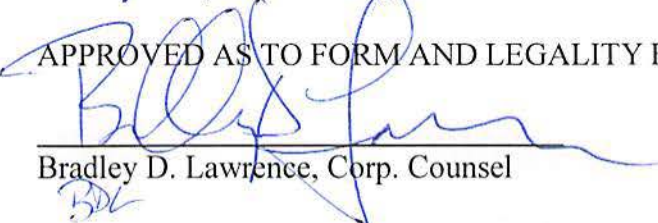
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: November 09, 2021

RESOLUTION 21-14
Claims for Listing Dogs

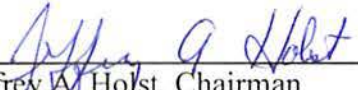
WHEREAS, the Finance Committee has audited the listing officials claims for the listing of dogs and found them to be justified against Pierce County.

THEREFORE, BE IT RESOLVED, that the County Clerk be authorized to pay the schedule of claims, pursuant to §174.06(3), Wis. Stats.:

	<u>MUNICIPALITY</u>	<u># DOGS</u>	<u>\$ CLAIMED</u>
Towns:	Clifton – Kris Johnson	165	\$ 82.50
	Diamond Bluff – Mark Place	44	\$ 22.00
	Ellsworth – Paula Chisholm	149	\$ 74.50
	El Paso – Mary K. Foley	114	\$ 57.00
	Gilman – Luann Emerson	172	\$ 86.00
	Hartland – Cynthia Kern	101	\$ 50.50
	Isabelle - Lora Henn	34	\$ 17.00
	Maiden Rock – Darla Pittman	41	\$ 20.50
	Martell – Heather Sitz	163	\$ 81.50
	Oak Grove – Kim Huppert	155	\$ 77.50
	River Falls – Rita Kozak	213	\$ 106.50
	Rock Elm – Pamela Reitz	37	\$ 18.50
	Salem – Ann Larson-Graham	47	\$ 23.50
	Spring Lake – Sarah Stein	52	\$ 26.00
	Trenton – Jaimie Halvorson	89	\$ 44.50
	Trimbelle – Karen O’Brien	162	\$ 81.00
	Union – Liz Hauser	86	\$ 43.00
Villages:	Bay City – Kim Lunda	69	\$ 34.50
	Ellsworth – Nicole Stewart	361	\$ 180.50
	Elmwood – Amy Wayne	149	\$ 74.50
	Maiden Rock - Shirley Gilles	26	\$ 13.00
	Plum City – Roxanne Gilles	42	\$ 21.00
	Spring Valley – Luann Emerson	208	\$ 104.00
Cities:	Prescott – Jayne Brand	60	\$ 30.00
	River Falls – Sarah Karlsson	447	\$ 223.50
	TOTAL	3186	\$1,593.00

DATED this 9th day of November, 2021.

Submitted by FINANCE &
PERSONNEL COMMITTEE



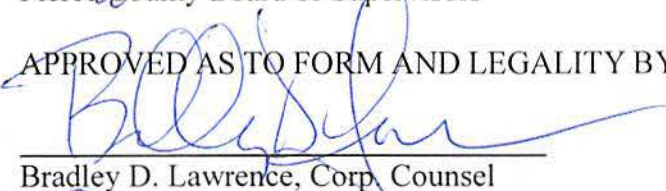
Jeffrey A. Holst, Chairman
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
BDL

Adopted: November 09, 2021

RESOLUTION 21-15
Care of Soldiers' Graves

WHEREAS, the Finance Committee has audited the claims for care of Soldier's Graves and found them to be justified claims against Pierce County.

THEREFORE, BE IT RESOLVED, that the County Clerk be authorized to pay the below schedule of claims, pursuant to §45.85, Wis. Stats.:

Cemetery Association	Graves	Amount Claimed
Bay City	108	324.00
Beldenville	45	135.00
Bethel Mission	46	138.00
Bethlehem	23	69.00
Diamond Bluff	74	222.00
Eidsvold Lutheran	18	54.00
Free Home	35	105.00
Gilman Lutheran	75	225.00
Greenwood Valley	5	15.00
Hartland Methodist	16	48.00
Hartland Presbyterian	14	42.00
Maiden Rock	107	321.00
Mann Valley	10	30.00
Maple Grove	239	717.00
Martell Lutheran	26	78.00
Martell Methodist	15	45.00
Mt. Olivet	22	66.00
Mt. Tabor	24	72.00
Oak Ridge	28	84.00
Ono Methodist	34	102.00
Our Lady's	22	66.00
Our Savior's / South Rush River	43	129.00
Pine Glen	186	558.00
Plum City Protestant	66	198.00
Poplar Hill	156	468.00
Rush River	80	240.00
Sacred Heart Elmwood	40	120.00
Sacred Heart-Spring Valley	38	114.00
Salem Lutheran	4	12.00
Spring Lake	71	213.00

Spring Lake Lutheran	24	72.00
St. Bridget's	97	291.00
St. Francis	54	162.00
St. John's Lutheran-Spring Valley	78	234.00
St. John's - Oak Grove	3	9.00
St. John's Catholic-Plum City	96	288.00
St. Joseph's - Prescott	76	228.00
St. Joseph's - El Paso	24	72.00
St. Martin's	33	99.00
St. Mary's - Big River	34	102.00
St. Paul's	44	132.00
Svea	34	102.00
Thurston Hill	18	54.00
Trenton	81	243.00
Trimbelle	44	132.00
TOTAL	2,410	\$7,230.00

DATED this 9th day of November, 2021.


Submitted by FINANCE COMMITTEE


 Jeffrey A. Holst, Chair
 Pierce County Board of Supervisors

ATTESTED TO BY:


 Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:


 Bradley D. Lawrence, Corp. Counsel

Adopted: November 09, 2021

RESOLUTION NO. 21-16
Memorial to Robert Mercord

WHEREAS, a respected and valued County Board Supervisor departed this life on Friday, December 10th, 2021; and

WHEREAS, Robert Mercord was a dedicated member of the Pierce County Board of Supervisors for 8 years, serving on numerous committees to include ADRC, Human Services, Fair, Housing, & Library; and

WHEREAS, his great relationship with staff and peers had contributed to the success of services for the citizens of Pierce County and the County will enjoy the benefits of his service well beyond his time here;

NOW THEREFORE, BE IT RESOLVED, that the Pierce County Board of Supervisors wish to extend their sincere sympathy to the Mercord family. That this resolution be adopted and spread upon the minutes and a copy be presented to the bereaved Mercord family.

IN TESTIMONY WHEREOF, the Pierce County Board of Supervisors has hereunto declared this a memorial to Robert Mercord, and caused the Great Seal of the County of Pierce to be affixed.

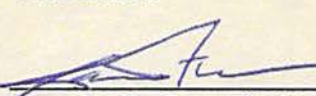
Done at the County Seat in the Village of Ellsworth, this 28TH day of December, 2021.

By the Chair:



Jeff Holst, Chairman
County Board

Attested:



Jamie R. Feuerhelm
County Clerk



RESOLUTION NO. 21-17
RATIFY WISCONSIN PROFESSIONAL POLICE ASSOCIATION (WPPA) SHERIFF'S
DEPARTMENT – PATROL, INVESTIGATORS SUBUNIT
COLLECTIVE BARGAINING AGREEMENT

WHEREAS, negotiations were undertaken by and between the County and Wisconsin Professional Police Association (WPPA) Sheriff's Department – Patrol, Investigators Subunit with regard to their Collective Bargaining Agreement; and

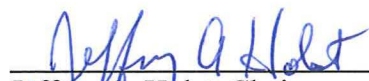
WHEREAS, the Negotiations Committee, at its meeting on November 8, 2021, and the Finance and Personnel Committee at its meeting on December 6, 2021, reviewed the tentative settlement for the period of January 1, 2022 through December 31, 2024 (a summary of which is attached and incorporated herein as Exhibit A); and

WHEREAS, the Wisconsin Professional Police Association (WPPA) Sheriff's Department – Patrol, Investigators Subunit is in agreement with said proposal; and

WHEREAS, the Negotiations Committee and the Finance and Personnel Committee recommend to the full County Board of Supervisors that it ratify said Collective Bargaining Agreement, a summary of which is attached hereto as Exhibit A, for the period in question.

NOW, THEREFORE BE IT RESOLVED, by the County Board of Supervisors that it hereby goes on record in ratifying the Collective Bargaining Agreement by and between Pierce County and Wisconsin Professional Police Association (WPPA) Sheriff's Department – Patrol, Investigators Subunit for the term of January 1, 2022 through December 31, 2024, as incorporated in the Tentative Settlement attached as Exhibit A to this Resolution.

Dated this 28th day of December, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors


ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel


Adopted: December 28, 2021

Exhibit A
TENTATIVE AGREEMENT
BETWEEN PIERCE COUNTY
AND
WISCONSIN PROFESSIONAL POLICE ASSOCIATION,
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION (WPPA/LEER)
FOR A SUCCESSOR AGREEMENT
TO THE 2019-21 COLLECTIVE BARGAINING AGREEMENT
FOR THE PATROL AND INVESTIGATORS SUBUNIT

From November 8, 2021, Bargaining Session

All Tentative Agreements reached at the October 28, 2021, bargaining session (as amended on November 8, 2021) attached, plus:

2. **ARTICLE 33 - DURATION.** Amend as follows to reflect a three (3) year agreement:

This Agreement shall be in full force and effect from January 1, ~~2019~~, 2022, though December, 31, ~~2021~~ 2024. If either party desires to open this Agreement for negotiations on a successor Agreement, it must serve written notice of such intent on or before September 1st of the expiration year of the Agreement.

20. **ARTICLE 32 – SEPARATION OF EMPLOYMENT.** Contingent upon County Board approval of Prime Choice© benefit plan, and a presentation to bargaining members, an MOU may be executed by the parties to add a new provision to the Agreement follows:

32.2 Employees who (1) terminate in good standing, (2) are eligible for WRS benefits at the time their employment is terminated, and (3) have a combined sick/vacation payout over \$3,000, shall have their sick/vacation balances processed as a one-lump-sum payment to a Prime Choice© benefit plan (a tax preference account) determined by the County. Employees will be required to have an exit interview with a Prime Choice© representative prior to termination to determine which benefit plan option best meets the employee's needs.

24. **EXHIBIT "A" – WAGES AND CLASSIFICATIONS** (see attached)

2022:

- Delete first two steps of wage grid so current 1 year rate becomes start rate, current 2 year rate becomes 1 year rate, current 3 year rate becomes 2 year rate, current 4 year rate becomes 3 year rate; current 5 year rate becomes 4 year rate.
- Add \$0.16 to 3 year rate and \$0.58 to 4 year rate.
- Increase adjusted wage grid by 2%
- Change Sgt. Rate to 106% of Patrol Deputy rate as set forth in Tentative Agreements

2023: 3% across the board increase

2024: 3% across the board increase

Amend second to last sentence on Exhibit A as follows:

Floating Deputies ~~subject to rotating schedule~~ shall be paid an additional 25¢ per hour.

**TENTATIVE AGREEMENTS BETWEEN
PIERCE COUNTY AND
WISCONSIN PROFESSIONAL POLICE ASSOCIATION,
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION (WPPA/LEER)
FOR A SUCCESSOR AGREEMENT
TO THE 2019-21 COLLECTIVE BARGAINING AGREEMENT
FOR THE PATROL AND INVESTIGATORS SUBUNIT**

From October 28, 2021, Bargaining Session
(as amended at November 8, 2021, bargaining session)

Except as set forth herein, the terms of the 2019-21 Agreement between Pierce County and Pierce County Sheriff's Department Employees' Association (Patrol, Investigators Subunit), Local 118, Labor Association of Wisconsin, shall become the terms for the successor Agreement:

From County's Proposals:

1. Change references from "LAW" or "Local 118" to "WPPA" or "WPPA/LEER" throughout entire agreement.
- 2.
3. Amend contract to reflect gender neutrality, as follows:
 - a. ARTICLE 5 – ASSOCIATION ACTIVITIES, Section 5.1 – Association Representatives, last line. Change "his" to "his/her."
 - b. ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION, Section 11.5 – Grievance Steps, Paragraph (2), last sentence. Change "his" to "his/her."
 - c. ARTICLE 23 – VACATIONS, Section 23.3 – Staffing, last line. Change "his" to "his/her."
 - d. ARTICLE 31 – CANINE OFFICER, Section 31.1, second to last sentence. Change "his" to "his/her."
 - e. ARTICLE 31 – CANINE OFFICER, Section 31.2. Change "he" to "he/she."
4. ARTICLE 4 – UNION DUES. Amend Section 4.7 – Representation and Non-Discrimination, first sentence, to correct two typos, as follows:

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with ~~the either the LAW~~ WPPA/LEER or Local Association Constitution and By-Laws.

5. **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION.** Amend Section 11.2 – Subject Matter, first sentence, to correct typo, as follows:

Only one subject and all relevant issues relating thereto shall be covered in ~~anyone~~ any one grievance.

6. **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION.** Amend Section 11.5 – Grievance Steps, Paragraph (4) as follows:

- 4) If the grievance is not resolved in Step 3 above, the Association, within seven (7) workdays, shall submit the grievance to the Finance & Personnel Committee, who will schedule a meeting to review the grievance at a mutually agreeable date and time.

7. **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION.** Change “workdays” to “calendar days” throughout Sections 11.5 and 11.6, and adjust time limits:

11.5 - Grievance Steps. All disputes and grievances, which arise by employees and/or their representatives, shall be processed in the following manner and sequence, except that Association grievances shall proceed immediately to the Third Step:

- 1) The employee originating the grievance shall discuss the matter with the supervisor under whom he/she is working or he/she may submit the grievance to the steward, who shall, in the presence of the employee, discuss the matter with the Lieutenant or Chief Deputy. This Step 1 shall be initiated within fifteen (15) ~~workdays~~ calendar days after the employee knew or should have known of the cause of such grievance. The Lieutenant or Chief Deputy shall have ~~seven (7) workdays~~ ten (10) calendar days to orally reply to the grievance.
- 2) If the issue is not resolved in Step 1 above, the Association shall reduce the grievance to writing, then the employee or Steward shall present the written grievance to the Sheriff within ~~seven (7) workdays~~ ten (10) calendar days of receipt of the Lieutenant's or Chief Deputy's reply. Within ~~seven (7) workdays~~ ten (10) calendar days from receipt of the written grievance by the Sheriff, the Steward and the employee submitting the grievance shall meet with the Sheriff or his designee, to discuss the grievance.
- 3) If the issue is not resolved in Step 2 above, the employee or Steward shall present the written grievance to the Administrative Coordinator within ~~seven (7) workdays~~ ten (10) calendar days of receipt of the supervisor's reply. Within ~~seven (7) workdays~~ ten (10) calendar days from receipt of the written grievance by the Administrative Coordinator, the Steward and the employee submitting the grievance shall meet with the Administrative Coordinator to discuss the grievance.

- 4) If the grievance is not resolved in Step 3 above, the Association, within ~~seven (7) workdays~~ ten (10) calendar days, shall submit the grievance to the Finance & Personnel Committee at a mutually agreeable date and time.

11.6 - Arbitration. Any grievance not resolved as a result of the above listed steps, or any violation of this Agreement, is arbitrable and shall be submitted to arbitration as provided in this Section.

11.6.1. Any grievance, which cannot be settled through the above procedure, may be submitted by the Union to final and binding arbitration within ~~ten (10) workdays~~ fourteen (14) calendar days of receipt of the Finance & Personnel Committee's written reply, as follows:

1. The parties shall attempt to voluntarily agree upon a neutral arbitrator.
2. In the event that they are unable to agree, the parties shall develop a list of three (3) mutually acceptable staff persons from the Wisconsin Employment Relations Commission. Each party shall suggest staff members to the other party until three (3) mutually agreeable arbitrators are selected.
3. In event the parties cannot agree to three (3) staff persons who are mutually agreeable within the ~~ten (10) working days~~ workdays fourteen (14) calendar days, the Union shall request the Commission to appoint an arbitrator to serve as arbitrator in an individual case.
4. The arbitrator shall render a decision, which shall be final and binding upon both parties.
5. The arbitrator shall not modify, change or alter any provision of this Agreement.

8. **ARTICLE 12 – DISCIPLINE.** Amend Section 12.4 - Issuance of Warning Notice/Effective Duration as follows:

The warning notice, as herein provided, shall not remain in effect for a period of more than ~~nine (9)~~ twelve (12) months from the date it is issued. The warning notice must also be issued within ninety (90) calendar days of management's knowledge of the event(s) giving rise to the warning.

9. **ARTICLE 12 – DISCIPLINE.** Amend Section 12.5 – Notification of Discharge as follows:

Discharge must be by proper written notice to the employee, with a copy to the Association. If a discharge is taken to Arbitration, only those disciplinary actions issued within ~~twelve~~ (12) twenty-four (24) months from the date of management's knowledge of the events giving rise to the discharge will be considered in the discipline.

10. **ARTICLE 12 – DISCIPLINE.** Section 12.6 – Appeal – Amend as follows:

Appeal from discharge, suspension or warning notice must be taken within ~~ten (10)~~ workdays fourteen (14) calendar days by written notice from the employee, or Association representative.

11. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.** Amend Section 15.1 – Hours, first sentence, as follows:

The work period for Patrol Officers (including the Recreational Officer and the DARE officer when school is not in session) shall be based on a 2-2, 3-2, 2-3, twelve (12) hour schedule;; for Investigators on a 5-2, eight (8) hour schedule; and for assignments to Court Security, Transportation, Civil Process and DARE (when school is in session) on a 5-2, eight and one-half (8-1/2) hour schedule; unless an alternative schedule is determined by mutual agreement.

12. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.** Amend Section 15.2 – Overtime Offered By Seniority as follows:

Overtime shall be offered by seniority ~~in the classification~~ within the patrol division. Floaters, ~~because they regularly work in both classifications, have seniority rights in both classifications.~~

13. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.** Amend Section 15.3 – Floaters, as follows:

Positions designated as "Floater" positions shall be assigned, as needed, to cover scheduled absenteeism. Floater shall not participate in the shift bid. Schedules for Floater shall not be changed after the schedule has been posted, unless it is done by mutual agreement between the Employer and the employee. After the schedule is posted, the Sheriff ~~and County~~ reserves the right to fill any shift openings. Floaters will not be scheduled more than seven (7) consecutive days in the fourteen (14) day pay period.

14. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.** Amend Section 15.6 – On-Call Status, second-to-last sentence, as follows:

They must respond to a call ~~page~~-within ten (10) minutes.

15. **ARTICLE 20 – LEAVE OF ABSENCE.** Amend Section 20.8 – Interim Employees as follows:

The County may employ interim employees to replace a County employee who is on an extended leave of absence. These interim employees will not be covered by the provisions of the Labor Agreement. They will not receive fringe benefits nor shall they have any right of recourse through the grievance procedure ~~for termination~~.

16. **ARTICLE 22 – HOLIDAYS.** Amend Section 22.1.1- Patrol as follows:

Patrol employees' holiday requests must be submitted prior to the time the ~~Sergeant~~ Patrol Lieutenant schedules the upcoming shifts.

17. **ARTICLE 23 – VACATIONS.** Delete Section 23.1 – Paid Vacation, last paragraph, in its entirety as follows:

~~Note: To implement this change, the amount of vacation earned to date during the previous calendar year shall be added to the employee's current vacation balance. Then employee shall begin accruing additional vacation per pay period. The forfeiture of hours over the 240 maximum will not begin until January 1, 2018, to allow for a transition period.~~

18. **ARTICLE 24 – HEALTH AND WELFARE BENEFITS – PENSION.** Amend Section 24.1 – Health and Welfare, last sentence, to correct typo, as follows:

...for employees and their families who do not participate in requisite wellness initiatives.

19. **ARTICLE 24 – HEALTH AND WELFARE BENEFITS – PENSION.** Amend Section 24.2 as follows:

The County ~~will~~ may offer dental and/or vision coverage through a Section 125 cafeteria benefit plan. Participation will be voluntary and the premium cost will be the responsibility of the participating employee.

20.

21. **ARTICLE 29 – MEETINGS AND SCHOOLS.** Amend Section 29.2 – Travel Time Compensation: (Sideletter of 4/28/04) as follows:

a. Patrol and Investigators: Travel time compensation will begin from the employee's residence.

b. ~~Patrol:~~ ~~Travel time compensation will begin from the employee's residence.~~

22. **ARTICLE 31 – CANINE OFFICER.** Amend Section 31.1, last sentence, as follows:

The training day shall mutually be agreed upon between the Sheriff or his/her designee and the Canine Officer.

23.

24.

25. **EXHIBIT “A” – WAGES AND CLASSIFICATIONS.** Amend asterisked note at bottom of page, as follows:

* Sergeant rates are calculated at ~~105%~~ 106% of the Patrol Deputy rate ~~plus 18¢/hour for working a rotating schedule.~~

26. **EXHIBIT “A” – WAGES AND CLASSIFICATIONS.** Add:

New hires with prior experience may be hired at up to the four (4) year level for wages and vacation, and credited with up to 80 hours of vacation, at the Sheriff's discretion and move forward from that level in the wage and vacation schedule.

It is understood that this service credit will play no role in establishing departmental seniority in any other circumstance that might utilize seniority as a determining factor. It will merely determine their wage and vacation accrual upon hire. All new hires are subject to the completion of a probationary period.

27. **LETTER OF AGREEMENT ON SHIFT SELECTION.** Incorporate into Agreement as follows:

ARTICLE 10 – SENIORITY

10.3 – Shift Assignments: Choice of shift assignments shall be based on seniority. Shift assignments shall be picked every four (4) to six (6) months. If an employee prefers a different shift other than the shift he/she is entitled to by reason of seniority, the officer must remain on the shift he/she selected unless a vacancy occurs on a shift other than the shift the employee is presently assigned to. The exceptions are:

a) Those (and similar) jobs which have had fixed or floating or similar work hours in the past.

- b) Situations where the Sheriff has good reason to vary the practice. Exercise of such good reason shall be subject to the grievance procedure if necessary.

28. ARCHAIC LANGUAGE CLEAN-UP AND CLARIFICATION OF ERRORS. Eliminate old and archaic language.

From Union's Proposals:

2. **ARTICLE 31 – CANINE OFFICER**

Amend Section 31.2 to read:

It is anticipated that the Canine Officer shall be scheduled for shifts commencing on or after 6:00 5:00 PM, but said scheduled may be changed by the Sheriff to start before 6:00 5:00 PM if ~~he~~ the Sheriff so desires.

PIERCE COUNTY - WAGE RATES - DEPUTIES

WAGE RATES ROUNDED UP TO EVEN CENTS PER HOUR

Effective 1/1/21	<u>Hire</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Sergeant	24.48	25.64	26.76	27.86	29.00	29.88	30.80
Juvenile Officer, Investigator	24.38	25.44	26.50	27.56	28.64	29.54	30.36
Patrol Deputy	23.14	24.24	25.30	26.36	27.44	28.28	29.16

SGT. RATE CHANGED TO 106% OF DEPUTY RATE								
Effective 1/1/22	Increase = 2%	<u>Hire</u>	<u>6 mos.</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Sergeant		24.96	26.14	27.38	28.52	29.68	30.76	32.16
Juvenile Officer, Investigator		24.88	25.96	27.04	28.12	29.22	30.30	31.56
Patrol Deputy		23.60	24.72	25.82	26.90	28.00	29.02	30.34
							\$0.16	\$0.58

Effective 1/1/23	Increase = 3%	<u>Hire</u>	<u>6 mos.</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Sergeant		25.72	26.92	28.20	29.38	30.58	31.70	33.14
Juvenile Officer, Investigator		25.64	26.74	27.86	28.96	30.10	31.22	32.52
Patrol Deputy		24.32	25.46	26.60	27.72	28.84	29.90	31.26

Effective 1/1/24	Increase = 3%	<u>Hire</u>	<u>6 mos.</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Sergeant		26.50	27.72	29.04	30.28	31.50	32.66	34.14
Juvenile Officer, Investigator		26.42	27.54	28.70	29.84	31.00	32.16	33.50
Patrol Deputy		25.06	26.22	27.40	28.56	29.72	30.80	32.20

RESOLUTION NO. 21-18
RATIFY WISCONSIN PROFESSIONAL POLICE ASSOCIATION (WPPA) SHERIFF'S
DEPARTMENT – JAIL SUBUNIT
COLLECTIVE BARGAINING AGREEMENT

WHEREAS, negotiations were undertaken by and between the County and Wisconsin Professional Police Association (WPPA) Sheriff's Department – Jail Subunit with regard to their Collective Bargaining Agreement; and

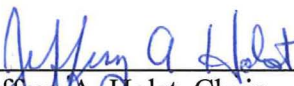
WHEREAS, the Negotiations Committee, at its meeting on November 8, 2021, and the Finance and Personnel Committee at its meeting on December 6, 2021, reviewed the tentative settlement for the period of January 1, 2022 through December 31, 2024 (a summary of which is attached and incorporated herein as Exhibit A); and

WHEREAS, the Wisconsin Professional Police Association (WPPA) Sheriff's Department – Jail Subunit is in agreement with said proposal; and

WHEREAS, the Negotiations Committee and the Finance and Personnel Committee recommend to the full County Board of Supervisors that it ratify said Collective Bargaining Agreement, a summary of which is attached hereto as Exhibit A, for the period in question.

NOW, THEREFORE BE IT RESOLVED, by the County Board of Supervisors that it hereby goes on record in ratifying the Collective Bargaining Agreement by and between Pierce County and Wisconsin Professional Police Association (WPPA) Sheriff's Department – Jail Subunit for the term of January 1, 2022 through December 31, 2024, as incorporated in the Tentative Settlement attached as Exhibit A to this Resolution.

Dated this 28th day of December, 2021.



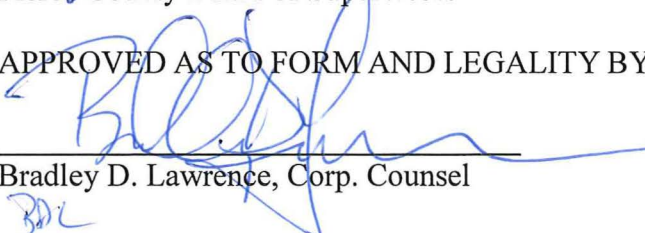
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: December 28, 2021

Exhibit A
TENTATIVE AGREEMENT
BETWEEN PIERCE COUNTY
AND
WISCONSIN PROFESSIONAL POLICE ASSOCIATION,
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION (WPPA/LEER)
FOR A SUCCESSOR AGREEMENT
TO THE 2019-21 COLLECTIVE BARGAINING AGREEMENT
FOR THE JAIL SUBUNIT

From November 8, 2021, Bargaining Session

Except as set forth herein, the terms of the 2019-21 Agreement between Pierce County and Pierce County Sheriff's Department Employees' Association (Jail Subunit), Local 118, Labor Association of Wisconsin, shall become the terms for the successor Agreement:

1. Change references from "LAW" or "Local 118" to "WPPA" or "WPPA/LEER" throughout entire agreement.
2. **ARTICLE 32 - DURATION.** Amend to reflect a three (3) year agreement:

32.1 – Duration. This Agreement shall be in full force and effect from January 1, 2019 2022, through December 31, 2024 ~~2021~~. If either party desires to open this Agreement for negotiations on a successor Agreement, it must serve written notice of such intent on or before September 1st of the expiration year of the Agreement.
3. Amend contract to reflect gender neutrality, as follows:
 - a. **ARTICLE 5 – ASSOCIATION ACTIVITIES,** Section 5.1 – Association Representatives, last line. Change "his" to "his/her."
 - b. **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION,** Section 11.5 – Grievance Steps, Paragraph (2), last sentence. Change "his" to "his/her."
 - c. **ARTICLE 23 – VACATIONS,** Section 23.3 – Staffing, last line. Change "his" to "his/her."
4. **ARTICLE 2 – RECOGNITION**¹. Eliminate reference to Secretary/deputy/jailer as the County will be removing the position from the bargaining unit effective January 1, 2022, and amend Section 2.1 accordingly:

The County recognizes the Association as the sole bargaining representative for all regular full-time employees employed by the Pierce County Sheriff's Department in the positions of sergeant/jailer deputy, jailer deputy, and jailer, ~~and secretary/deputy/jailer~~, excluding supervisors and confidential, managerial and executive employees, and general municipal employees.

¹ While the Association does not agree that the Secretary/deputy/jailer position should be removed from the bargaining unit, the Association acknowledges that when the County removes the position, reference to the position should be removed from the Agreement.

5. **ARTICLE 4 – UNION DUES.** Amend Section 4.7 – Representation and Non-Discrimination, first sentence, to correct two typos, as follows:

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with ~~the either the LAW~~ WPPA/LEER or Local Association Constitution and By-Laws.

6. **ARTICLE 9 – JOB POSTING,** Amend Section 9.3 – Definition of Promotion as follows:

For the purposes of this section, a promotion shall involve a pay increase or a vacancy in the Sergeant ~~or Investigator~~ classifications.

7. **ARTICLE 9 – JOB POSTING,** Amend Section 9.7.1 – Jailer Sergeant, to correct typo in title, as follows [*remove the unnecessary slash ("/") before "Jailer Sergeant"*]:

Section 9.7.1 – ~~/~~Jailer Sergeant

8. **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION.** Amend Section 11.2 – Subject Matter, first sentence, to correct typo, as follows:

Only one subject and all relevant issues relating thereto shall be covered in ~~anyone~~ any one grievance.

9. **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION.** Amend Section 11.5 – Grievance Steps, Paragraph (4) as follows:

If the grievance is not resolved in Step 3 above, the Association, within seven (7) workdays, shall submit the grievance to the Finance & Personnel Committee, who will schedule a meeting to review the grievance at a mutually agreeable date and time.

10. **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION.** Change "workdays" to "calendar days" throughout Sections 11.5 and 11.6, and adjust time limits:
11.5 - Grievance Steps. All disputes and grievances, which arise by employees and/or their representatives, shall be processed in the following manner and sequence, except that Association grievances shall proceed immediately to the Third Step:

- 1) The employee originating the grievance shall discuss the matter with the supervisor under whom he/she is working or he/she may submit the grievance to the steward, who shall, in the presence of the employee, discuss the matter with the Lieutenant or Chief Deputy. This Step 1 shall be initiated within fifteen (15) ~~workdays~~ calendar days after the employee knew or should have known of the cause of such grievance. The Lieutenant or Chief Deputy shall have ~~seven (7) workdays~~ ten (10) calendar days to orally reply to the grievance.
- 2) If the issue is not resolved in Step 1 above, the Association shall reduce the grievance to writing, then the employee or Steward shall present the written grievance to the Sheriff within ~~seven (7) workdays~~ ten (10) calendar

days of receipt of the Lieutenant's or Chief Deputy's reply. Within ~~seven (7) workdays~~ ten (10) calendar days from receipt of the written grievance by the Sheriff, the Steward and the employee submitting the grievance shall meet with the Sheriff or his designee, to discuss the grievance.

- 3) If the issue is not resolved in Step 2 above, the employee or Steward shall present the written grievance to the Administrative Coordinator within ~~seven (7) workdays~~ ten (10) calendar days of receipt of the supervisor's reply. Within ~~seven (7) workdays~~ ten (10) calendar days from receipt of the written grievance by the Administrative Coordinator, the Steward and the employee submitting the grievance shall meet with the Administrative Coordinator to discuss the grievance.
- 4) If the grievance is not resolved in Step 3 above, the Association, within ~~seven (7) workdays~~ ten (10) calendar days, shall submit the grievance to the Finance & Personnel Committee at a mutually agreeable date and time.

11.6 - Arbitration. Any grievance not resolved as a result of the above listed steps, or any violation of this Agreement, is arbitrable and shall be submitted to arbitration as provided in this Section.

11.6.1. Any grievance, which cannot be settled through the above procedure, may be submitted by the Union to final and binding arbitration within ~~ten (10) workdays~~ fourteen (14) calendar days of receipt of the Finance & Personnel Committee's written reply, as follows:

1. The parties shall attempt to voluntarily agree upon a neutral arbitrator.
2. In the event that they are unable to agree, the parties shall develop a list of three (3) mutually acceptable staff persons from the Wisconsin Employment Relations Commission. Each party shall suggest staff members to the other party until three (3) mutually agreeable arbitrators are selected.
3. In event the parties cannot agree to three (3) staff persons who are mutually agreeable within the ~~ten (10) working days~~ workdays fourteen (14) calendar days, the Union shall request the Commission to appoint an arbitrator to serve as arbitrator in an individual case.
4. The arbitrator shall render a decision, which shall be final and binding upon both parties.
5. The arbitrator shall not modify, change or alter any provision of this Agreement.

11. **ARTICLE 12 – DISCIPLINE.** Amend Section 12.4 - Issuance of Warning Notice/Effective Duration as follows:

The warning notice, as herein provided, shall not remain in effect for a period of more than ~~nine (9) months~~ twelve (12) months from the date it is issued. The warning notice must also be issued within ninety (90) calendar days of management's knowledge of the event(s) giving rise to the warning.

12. **ARTICLE 12 – DISCIPLINE.** Amend Section 12.5 – Notification of Discharge as follows:

Discharge must be by proper written notice to the employee, with a copy to the Association. If a discharge is taken to Arbitration, only those disciplinary actions issued within ~~twelve (12)~~ twenty-four (24) months from the date of management's knowledge of the events giving rise to the discharge will be considered in the discipline.

13. **ARTICLE 12 – DISCIPLINE.** Section 12.6 – Appeal – Amend as follows:

Appeal from discharge, suspension or warning notice must be taken within ~~ten (10) workdays~~ fourteen (14) calendar days by written notice from the employee, or Association representative.

14. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.**² Amend Section 15.1 – Hours, first paragraph, as follows:

The work period for Jailers shall be based on a 2-2, 3-2, 2-3 schedule, 12 hours, unless an alternative schedule is determined by mutual agreement. Time and one half (1-1/2) shall be paid for all hours worked outside the employee's regularly scheduled shift. All time paid shall be considered time worked. ~~All employees scheduled to work a 5/2 schedule, Monday through Friday, will be eligible for overtime after 80 hours in a two week period.~~ The Sheriff shall determine the start time and ending times of shifts. The Employer shall utilize a fourteen (14) day work period for FLSA purposes.

15. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.** Amend Section 15.2 – Overtime Offered By Seniority as follows:

Overtime shall be offered by seniority ~~in the classification~~ within the jail division.

16. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.** Add new Section 15.3 – Floaters as follows, and renumber succeeding sections accordingly:

Positions designated as "Floater" positions shall be assigned, as needed, to cover scheduled absenteeism. Floater jailer shall not participate in the shift bid. Schedules for Floater jailers shall not be changed after the schedule has been posted, unless it is done by mutual agreement between the Employer and the employee. After the schedule is posted, the Sheriff reserves the right to fill any shift openings. Floaters will not be scheduled more than seven (7) consecutive days in the fourteen (14) day pay period.

² While the Association does not agree that the Secretary/deputy/jailer position should be removed from the bargaining unit, the Association acknowledges that when the County removes the position this amendment should be made to the Agreement.

17. **ARTICLE 15 – HOURS OF WORK AND OVERTIME.** Amend Section 15.4 – On-Call Status, as follows:

Employees may be assigned to "on-call status" on a weekly basis. The on-call period shall run from 6:00 PM to 8:00 AM on workdays, continuous on weekends and holidays. Employees will be paid one dollar (\$1.00) per hour, one dollar fifty-cents (\$1.50) per hour on holidays, while assigned to on-call and must have a pager cell phone in their possession at all times. They must respond to a page call within ten (10) minutes. The employees and the Association agree that all reasonable overtime assignments must be accepted. *(Note: The parties may negotiate a Side Letter of Agreement to update this section in the future.)*

18. **ARTICLE 20 – LEAVE OF ABSENCE.** Amend Section 20.8 – Interim Employees as follows:

The County may employ interim employees to replace a County employee who is on an extended leave of absence. These interim employees will not be covered by the provisions of the Labor Agreement. They will not receive fringe benefits nor shall they have any right of recourse through the grievance procedure ~~for termination~~.

19. **ARTICLE 22 – HOLIDAYS.**³ Amend Section 22.1 as follows:

22.1 - Paid Holidays Employees shall accrue holiday pay at a rate of ~~3.08 hours per pay period for eight hour employees and~~ 3.27 hours per pay period for 8.5 hour or greater employees. Holiday accruals may be used as time off or up to 48 hours may be paid out on the employee's anniversary date if the employee notifies payroll in writing at least 30 days prior to the anniversary date and the employee has a balance equivalent to the requested payout amount at the time the payment is requested. The maximum amount of holiday that an employee can accrue is 85 hours. Once the maximum is reached, any additional accrual hours will be forfeited.

20. **ARTICLE 22 – HOLIDAYS.** Amend Section 22.1.1- Jail as follows:

Jail/ employees' holiday requests must be submitted prior to the time the Patrol Lieutenant Jail Administrator schedules the upcoming shifts.

21. **ARTICLE 22 – HOLIDAYS.** Delete Section 22.3 (as no employees in this unit will be working a 5/2 schedule):

~~All Employees working a 5/2 schedule shall receive the holiday off if it falls on a regular work day. If the holiday falls on a Saturday or Sunday, Employee shall have the option of taking the holiday on the Saturday or Sunday or taking the holiday on another date.~~

³ While the Association does not agree that the Secretary/deputy/jailer position should be removed from the bargaining unit, the Association acknowledges that when the County removes the position this amendment should be made to the Agreement.

22. **ARTICLE 23 – VACATIONS⁴.** Amend Section 23.1 – Paid Vacation, as follows:

23.1 - Paid Vacation. All full-time employees shall earn vacation with pay, based on normally scheduled hours, as follows:

	8-hour shifts	8.5 hours or greater shifts
Hours per pay period during 1st year of employment	2.15	2.29
Hours per pay period after 1st year and through 10th year	4.31	4.58
Hours per pay period after 10th year and thereafter	6.46	6.87

The maximum amount of vacation that an employee can accrue is 240 hours. Once the maximum amount is reached, any additional hours will be forfeited.

Note: To implement this change, the amount of vacation earned to date during the previous calendar year shall be added to the employee's current vacation balance. Then employee shall begin accruing additional vacation per pay period. The forfeiture of hours over the 240 maximum will not begin until January 1, 2018, to allow for a transition period.

23. **ARTICLE 23 – VACATIONS.** Amend Section 23.2.1 - Jail as follows [remove the two unnecessary slashes ("/") after "Jail"] and correct title:

Jail^{1/2} Jail/ employees' vacation requests must be submitted prior to the time the Jail Administrator Lieutenant schedules the upcoming shifts.

24. **ARTICLE 24 – HEALTH AND WELFARE BENEFITS – PENSION.** Amend Section 24.1 – Health and Welfare, last sentence, to correct typo, as follows:

...for employees and their families who do not participate in requisite wellness initiatives.

25. **ARTICLE 24 – HEALTH AND WELFARE BENEFITS – PENSION.** Amend Section 24.2 as follows:

The County ~~will~~ may offer dental and/or vision coverage through a Section 125 cafeteria benefit plan. Participation will be voluntary and the premium cost will be the responsibility of the participating employee.

⁴ While the Association does not agree that the Secretary/deputy/jailer position should be removed from the bargaining unit, the Association acknowledges that when the County removes the position this amendment should be made to the Agreement.

26. [County proposal withdrawn]

27. **ARTICLE 29 – MEETINGS AND SCHOOLS.** Amend Section 29.2 – Travel Time Compensation: (Sideletter of 4/28/04) as follows [deletion of unnecessary slash (“/”) after “Jailers”]:

- a. Jailers/: Travel time compensation will begin from Ellsworth or the employee's residence, whichever is the shortest distance to the training site.

28. **ARTICLE 31 – SEPARATION OF EMPLOYMENT.** Contingent upon County Board approval of Prime Choice© benefit plan, and a presentation to bargaining members, an MOU may be executed by the parties to add a new provision to the Agreement follows

31.2 Employees who (1) terminate in good standing, (2) are eligible for WRS benefits at the time their employment is terminated, and (3) have a combined sick/vacation payout over \$3,000, shall have their sick/vacation balances processed as a one-lump-sum payment to a Prime Choice© benefit plan (a tax preference account) determined by the County. Employees will be required to have an exit interview with a Prime Choice© representative prior to termination to determine which benefit plan option best meets the employee's needs.

29. **EXHIBIT “A” – WAGES AND CLASSIFICATIONS⁵**
Eliminate Secretary/Deputy/Jailer classification.

⁵ While the Association does not agree that the Secretary/deputy/jailer position should be removed from the bargaining unit, the Association acknowledges that when the County removes the position this amendment should be made to the Agreement.

30. **EXHIBIT "A" – WAGES AND CLASSIFICATIONS.** Amend asterisked note at bottom of page, as follows:

* Jail sergeant rates are calculated at ~~105%~~ 107% of the Jail Deputy rate ~~plus 18¢/hour for working a rotating schedule.~~

31. **EXHIBIT "A" – WAGES AND CLASSIFICATIONS.** (See attached)

- 2022: Delete first two steps of wage grid so current 1 year rate becomes start rate, current 2 year rate becomes 1 year rate, current 3 year rate becomes 2 year rate, current 4 year rate becomes 3 year rate; current 5 year rate becomes 4 year rate.
- Increase adjusted wage grid by 4%
- Change Sgt. Rate to 107% of Jailer rate

2023: 3% across the board increase

2024: 3% across the board increase

32. **EXHIBIT "A" – WAGES AND CLASSIFICATIONS.** Amend the following sentence:

Floating Jailers ~~Deputies subject to rotating schedule~~ shall be paid an additional 25¢ per hour.

33. **EXHIBIT "A" – WAGES AND CLASSIFICATIONS.** Add:

New hires with prior experience may be hired at up to the four (4) year level for wages and vacation, and credited with up to 80 hours of vacation, at the Sheriff's discretion and move forward from that level in the wage and vacation schedule.

It is understood that this service credit will play no role in establishing departmental seniority in any other circumstance that might utilize seniority as a determining factor. It will merely determine their wage and vacation accrual upon hire. All new hires are subject to the completion of a probationary period.

34. SIDELETTER OF AGREEMENT ON SHIFT SELECTION. Incorporate into Agreement as follows (underlined portion is from the side letter; remainder of language describes current practice):

ARTICLE 10 – SENIORITY

Add new section to read:

10.10 – Shift Assignments: Choice of shift assignments shall be based on seniority, except for jail sergeants. Shift assignments shall be picked generally every three (3) to six (6) months. If an employee prefers a different shift other than the shift he/she is entitled to by reason of seniority, the jailer must remain on the shift he/she selected unless a vacancy occurs on a shift other than the shift the employee is presently assigned to. The exceptions are:

- a) Those (and similar) jobs which have had fixed or floating or similar work hours in the past.
- b) Situations where the Sheriff has good reason to vary the practice. Exercise of such good reason shall be subject to the grievance procedure if necessary.

35. ARCHAIC LANGUAGE CLEAN-UP AND CLARIFICATION OF ERRORS. Eliminate old and archaic language.

PIERCE COUNTY - WAGE RATES - JAILERS

WAGE RATES ROUNDED UP TO EVEN CENTS PER HOUR

Effective 1/1/21	Hire	6 mos.	1 year	2 years	3 years	4 years	5 years
Sergeant	22.92	24.08	25.16	26.22	27.28	28.12	29.00
Jailer Deputy, Jailer	21.66	22.76	23.78	24.80	25.80	26.62	27.44
Secretary/Deputy/Jailer	20.86	21.96	22.88	23.96	24.94	25.80	26.62

SGT. RATE CHANGED TO 107% OF JAILER RATE

Effective 1/1/22	Increase = 4%	Hire	6 mos.	Start	1 year	2 years	3 years	4 years
Sergeant		23.86	25.04	26.48	27.62	28.72	29.62	30.54
Jailer Deputy, Jailer		22.54	23.68	24.74	25.80	26.84	27.68	28.54
Secretary/Deputy/Jailer		21.70	22.84	23.80	24.92	25.94	26.84	27.68

Effective 1/1/23	Increase = 3%	Hire	6 mos.	Start	1 year	2 years	3 years	4 years
Sergeant		24.56	25.80	27.26	28.44	29.60	30.52	31.46
Jailer Deputy, Jailer		23.22	24.40	25.48	26.58	27.66	28.52	29.40
Secretary/Deputy/Jailer		22.36	23.54	24.52	25.68	26.72	27.66	28.52

Effective 1/1/24	Increase = 3%	Hire	6 mos.	Start	1 year	2 years	3 years	4 years
Sergeant		25.30	26.58	28.08	29.30	30.50	31.44	32.40
Jailer Deputy, Jailer		23.92	25.14	26.24	27.38	28.50	29.38	30.28
Secretary/Deputy/Jailer		23.04	24.26	25.26	26.46	27.52	28.50	29.38

**SUBSTITUTE
RESOLUTION NO. 21-19
Authorize New Sheriff's Office Positions for 2022**

WHEREAS, the Finance and Personnel Committee reviewed requests for additional new personnel in 2022, pursuant to the Pierce County Personnel Policy, and recommends that the following positions be approved effective January 1, 2022:

Date	Department / Position	Cost	County Allocation
12-06-21	Sheriff's Office – Office Specialist 1.0 FTE 40 hrs/wk (2080 hrs for 2022)	\$90,833*	100%
11-01-21	Sheriff's Office – Jail Lieutenant 1.0 FTE 40 hrs/wk (2080 hrs for 2022)	\$99,367**	100%

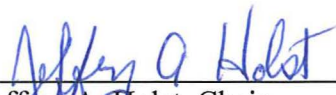
* The cost for this new position is offset by the elimination of the Secretary/Deputy/Jailer position from the bargaining unit

** Existing budgeted funds will be used for this position and paid with funds from current position vacancies; year end budget balance will be analyzed for any additional funds needed in subsequent years.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors does accept the recommendation of the Finance and Personnel Committee to create positions or increase hours for the above listed positions and approves the funding for the above listed positions to be included in the 2022 budget.


BE IT FURTHER RESOLVED that the above approved positions will sunset if the projected revenue and income is not generated to offset the costs.

Dated this 28th day of December, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted:
December 28, 2021

RESOLUTION NO. 21-20
TRANSFER FUNDS FROM GENERAL FUND TO MAINTENANCE DEPARTMENT
FOR SEYFORTH ROOF INSULATION PROJECT
AND APPROVE UNBUDGETED EXPENDITURE

WHEREAS, approximately thirty Pierce County campus building roofs, including the Seyforth building on the Fairgrounds, sustained hail damage in late August, 2018; and

WHEREAS, it is intended to use funds obtained through insurance proceeds to replace the roof, however, the Seyforth building has other insulation and roofing substrate concerns that need to be fixed prior to the roofing project being done; and

WHEREAS, the Seyforth building substrate and insulation project (the "Project") is to include the demolition of existing roofing substrate consisting of plywood underlayment, structural insulated panels, insulation, and vapor barrier, and building back new roof substrate with appropriate sheathing, insulation, underlayment and fascia board; and

WHEREAS, a Request for Bids was been sent out and a responsive bid received, for which the bid on the Project package was for \$159,200, and the Maintenance department budget only contains \$58,488 in the Building Outlay that can be applied to this Project, leaving \$100,712 that remains to be funded in order to complete the Project; and

WHEREAS, the Building Committee, at its meeting on November 9, 2021 took action to approve and authorize the Project, and to forward a request to consider authorizing funding from the undesignated General Fund in order to complete the Project; and

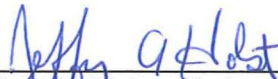
WHEREAS, the Finance and Personnel Committee, at its meeting on December 28, 2021, recommended approving a transfer of an amount not to exceed \$100,712 for the Seyforth building roof insulation Project, to come from the undesignated General Fund and be transferred to the Building Outlay / Maintenance department budget accordingly; and

WHEREAS, pursuant to §65.90(5) Wis. Stats., the County Board is required to authorize transfers in excess of 10% of the department budget, or if the transfer is requested from the General Fund rather than the Contingency Fund; and

WHEREAS, pursuant to §65.90(5)(a) Wis. Stats., a change in the amount of tax appropriation in a budget requires a vote of two-thirds of the entire membership of the County Board of Supervisors.

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that it approves the recommendation as presented and authorizes the transfer of an amount not to exceed \$100,712 for the Seyforth building roof insulation Project, to come from the undesignated General Fund and be transferred to the Building Outlay / Maintenance department budget and approves the unbudgeted expenditure accordingly.

Dated this 28th day of December, 2021.



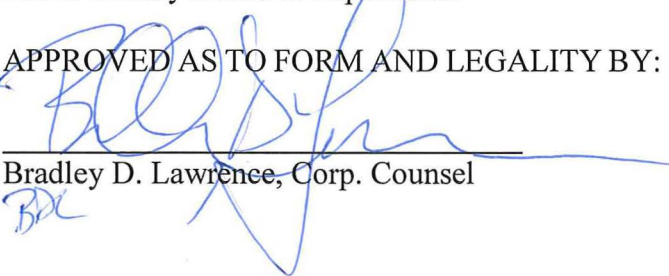
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted:

December 28, 2021

RESOLUTION NO. 21-21
ACTION BY UNANIMOUS CONSENT OF GOVERNMENT ENTITY
ADOPTION OF QUALIFIED RETIREMENT PLAN

The undersigned as the persons entitled to make decisions on behalf of Pierce County ("Employer") hereby consent to the following resolutions:

WHEREAS, the Employer has decided to adopt the Pierce County Special Pay 401(a) Plan ("Plan"), a qualified retirement plan, for the benefit of eligible employees; and

WHEREAS, the Employer wishes to appoint Pelion Benefits, Inc Samuel C. Thomas, III (888-532-7526, www.pelionbenefits.com) as Trustee(s) of the Plan.

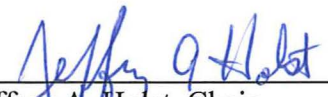
NOW, THEREFORE BE IT RESOLVED, that the Employer hereby adopts the Peirce County Special Pay 401(a) Plan to be effective on 1-1-2022.

BE IT FURTHER RESOLVED that the Employer is authorized to execute the Plan document and perform any other actions necessary to implement the adoption of the Plan. The Employer may designate any other authorized person to perform the actions necessary to adopt the Plan. A copy of the Plan shall be retained in the business office of the Employer.

BE IT FURTHER RESOLVED that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or person to perform the actions necessary to administer the Plan.


BE IT FURTHER RESOLVED that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following adoption of the Plan.

Dated this 28th day of December, 2021.



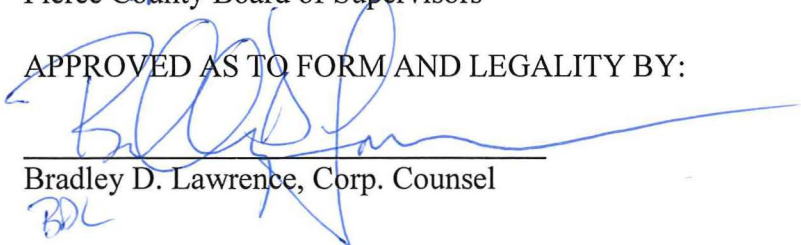
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: December 28, 2021

RESOLUTION NO. 21-22
AUTHORIZE PURCHASE OF PROPERTY IN THE TOWN OF SPRING LAKE

WHEREAS, the County purchased certain property in the Town of Spring Lake in 1989 and owns and operates a communications tower on the property, and the property is currently accessed pursuant to an easement, and the easement property is 0.53 acres of vacant farm land property currently owned by Merlin and Virginia Place; and

WHEREAS, there is desire to purchase and acquire the easement property in order to own outright the access to the county owned property and communications tower, rather than access the property by easement, and to construct a proper field road on the property to access the communications tower; and

WHEREAS, under Section 59.52(6), the County Board may purchase or acquire property for public uses or purposes of any nature; and

WHEREAS, under Pierce County Code §4-21(J), the Finance and Personnel Committee has been delegated the jurisdiction over the acquisition of real estate, in the interests of Pierce County; and

WHEREAS, the Finance and Personnel Committee, at its meetings on September 7 and December 28, 2021, has considered future property needs of the County, and particularly the communications tower property owned by the County, and the easement property located in the Town of Spring Lake, legally described as follows:

Outlot 2 on Certified Survey Map Number 321077 recorded at Volume 3
CSM at page 78 in the Pierce County Office of Register of Deeds.

WHEREAS, an offer was made to purchase the property for Four Thousand dollars (\$4,000.00), contingent upon and subject to County Board approval, and said offer has been accepted, and the additional costs for closing would be One Thousand Five Hundred Seventy-One dollars (\$1,571.00) making the total cost for purchase and closing costs of Five Thousand Five Hundred Seventy-One dollars (\$5,571.00), ; and


WHEREAS, Pierce County has sufficient funds for this purchase and Administration recommends that the costs be paid from the Building Outlay, Tower Sites Landscaping, Drainage 2014 budget line item (Acct #101-015-51610-822) in the amount of \$5,084, and the remaining \$487 to come from the County Board budget (Acct #101-001-51110-299); and

WHEREAS, the Finance and Personnel Committee recommends that the County Board of Supervisors approve the purchase of the property on the agreed upon terms and further

recommends the Board authorize the purchase on a first reading, and further authorizes the Finance and Personnel Committee, the County Board Chairperson, and/or the County Clerk to participate in the closing of the transaction.


NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that it authorizes purchase of the above described property for the total sum of Four thousand dollars (\$4,000.00) plus all closing costs of One Thousand Five Hundred Seventy One dollars (\$1,571) for a total cost of Five Thousand Five Hundred Seventy One dollars (\$5,571.00), from the Building Outlay and County Board budgets as set forth herein, and that the Finance and Personnel Committee, County Board Chairperson and/or the County Clerk be authorized to execute any necessary paperwork to complete the transaction.

Dated this 28th day of December, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel


Adopted: Dec 28, 2021

RESOLUTION NO. 21-23

Authorizing Pierce County to Enter into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry into the MOU with the Attorney General

WHEREAS, in Resolution No. 17-19, the County Board of Supervisors authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the County's expenditure of vast money and resources to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the "Litigation");

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation;

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County's case for trial and engage in extensive settlement discussions with the Opioid Defendants;

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Settling Defendants") resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, copies of the Distributors Settlement Agreement and Janssen Settlement Agreement (collectively "Settlement Agreements") representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on Finance is required to approve the Settlement Agreements and the AG MOU;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State;

WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements;

WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021;

WHEREAS, the definition of Participating Subdivisions in the Settlement Agreements recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result, the only Participating Subdivisions in Wisconsin are those counties and municipalities that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the Opioid Defendants) as of June 1, 2021;

WHEREAS, the Legislature’s Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin Participating Subdivisions;

WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

WHEREAS, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County’s refusal to enter into the Settlement

Agreements, the form of the Allocation MOU, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements;

WHEREAS, the County, by this Resolution, shall establish the Opioid Abatement Account for the receipt of the proceeds of the Settlement Agreements consistent with the terms of this Resolution;

WHEREAS, the County's Opioid Abatement Account shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements;

WHEREAS, pursuant to the County's engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement;

WHEREAS, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms;

WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall among other things direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Allocation MOU;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Allocation MOU, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves:

1. The execution of the Distributors Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
2. The execution of the Janssen Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
3. The final negotiation and execution of the Allocation MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Allocation MOU provided to the Board with this Resolution.
4. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
5. The corporation counsel's negotiation and execution of the Escrow Agreement for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Allocation MOU.

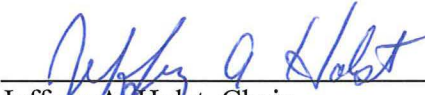
BE IT FURTHER RESOLVED: the County hereby establishes an account separate and distinct from the County's general fund which shall be titled "Opioid Abatement Account." All proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account established under the Escrow Agreement shall be deposited in the Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

BE IT FURTHER RESOLVED: the County hereby authorizes the escrow agent under the Escrow Agreement to establish an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." The escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law

Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Dated this 28th day of December, 2021.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY
BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: Dec 28, 2021

LINKS TO SETTLEMENT DOCUMENTS

Distributor Settlement Agreement:

https://cms5.revize.com/revize/piercewi/Document_center/Government/Ordinances%20and%20Resolutions/Res%2021-23%20Distributor%20Settlement%20Agreement%20-%202021.10.22.pdf

Janssen Settlement Agreement:

https://cms5.revize.com/revize/piercewi/Document_center/Government/Ordinances%20and%20Resolutions/Res%2021-23%20Janssen%20Settlement%20Agreement%20-%202021.11.05.pdf

RESOLUTION NO. 21-24
AUTHORIZE NEW PUBLIC HEALTH NUTRITION SPECIALIST
POSITION FOR 2022

WHEREAS, the Board of Health met on December 8, 2021 to consider a new personnel request for 2022 that is needed due to urgent and pressing circumstances; and

WHEREAS, the Finance and Personnel Committee met on the date noted in the table below and reviewed the request for additional personnel in 2022, pursuant to Pierce County Personnel Policy; and

WHEREAS, the Finance and Personnel Committee recommends that the following position be approved effective immediately upon approval;

Date	Department / Position	Estimated Annual Cost*	County Allocation
01/03/22	Public Health and Nutrition Specialist – (1) FTE (2080 hrs annually)	\$87,096	0% / 2-10%**

* Estimated annual cost includes salary and benefits.

** The funds to be used initially are COVID-19 workforce development, WIC and ARPA COVID recovery grant funds received from the state government. The Existing WIC Clerk position has a pending retirement, and will not be refilled, and funds from the WIC Clerk position will be used to fund the Public Health and Nutrition Specialist position when grant funds run out. The current WIC Clerk position is grant funded at approximately 90-98%, with the remainder being County tax levy.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors does accept the recommendation of the Finance and Personnel Committee to create or increase hours for the above listed positions and approves the funding for the above listed positions as set forth herein, and that the costs be included in the 2022 budget and thereafter, subject to the limitations herein.

Dated this 25th day of January 2022.




Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
BDL

Adopted:

January 25, 2022

RESOLUTION NO. 21-25

Amend Fees for Issuing Permits and Making Inspections and Investigations of Certain Types of Establishments

WHEREAS, Pierce County has adopted Chapter 184 of the Pierce County Code to allow for regulation of retail food establishments, taverns, hotels, restaurants, tourist rooming houses and other establishments, and adopted Chapter 212 to allow for the regulation of tattooing and body piercing; and

WHEREAS, in regulating said Chapter 184 establishments, the Pierce County Public Health Department is acting pursuant to Wis. Stat. § 97.41 as an agent of the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), and in regulating tattooing and body piercing the Pierce County Public Health Department is acting pursuant to Wis. Stat. § 463.16 as an agent of the Wisconsin Department of Safety and Professional Services (DPS); and

WHEREAS, Pierce County has established fees for issuing permits, making investigations and administering the retail food establishment licensing program as provided for in Wis. Stat. § 97.41, and ATCP 75, Retail Food Establishments, and for regulating tattooing and body piercing as provided for in Wis. Stats. § 463.16; and

WHEREAS, said fees need to be amended from time to time based upon increased rates set by the Wisconsin DATCP, Wisconsin DPS, and pursuant to PCC §§ 184-7 and 212-4; and

WHEREAS, Pierce County has adopted DATCP restructured retail food establishment classification categories and permit types as set forth in ATCP 75; and

WHEREAS, the Pierce County Board of Health, at its meeting on November 12, 2021, and Finance and Personnel Committee at its meeting on February 7, 2022, recommended that the fees previously established in Resolution 16-30 be amended as follows:

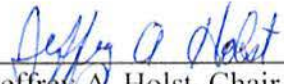
Category	Annual Fee	Pre-Inspection Fee Existing Facility	Pre-Inspection Fee New Construction
<u>Restaurants Retail Food</u> <u>Establishments – Serving Meals,</u> <u>Mobile Facilities, and Mobile Bases</u>			
Pre-Packaged	\$161	\$209	\$259
Additional Area	\$132	\$220	\$270
Simple	\$253	\$278	\$328
Moderate	\$363	\$413	\$462
Complex	\$594	\$557	\$606
Temporary Per Event	\$39		
Body Art			
Tattoo	\$158	\$185	\$234
Piercing	\$158	\$185	\$234
Combined	\$257	\$257	\$307
Temporary per event	\$165		

Category	Annual Fee	Pre-Inspection Fee Existing Facility	Pre-Inspection Fee New Construction
Recreation			
Campgrounds:			
1-25 Sites	\$193	\$304	\$353
26-50 Sites	\$275	\$367	\$417
51-100 Sites	\$336	\$418	\$468
101-199 Sites	\$391	\$468	\$517
200+ Sites	\$451	\$528	\$578
Special Event Campgrounds:			
1-25 Sites	\$193		
26-50 Sites	\$275		
51-100 Sites	\$336		
101-199 Sites	\$391		
200+ Sites	\$451		
Rec/Ed Camp	\$556	\$531	\$581
Public Swimming Pool	\$254	\$254	\$304
Water Attraction	\$238		
Water Attraction with up to 2 slides	\$343		
Waterslide	\$205		
Pool Slide	\$165		
Lodging			
B&B	\$172	\$277	\$327
Tourist Rooming House; 1-4 rooms	\$172	\$253	\$303
Hotel/Motel:			
5-30 Rooms	\$264	\$319	\$369
31-99 Rooms	\$308	\$370	\$419
100-199 Rooms	\$409	\$531	\$581
200+ Rooms	\$614	\$696	\$746
School-Full Service			
DPI Satellite	\$165		
DPI Production	\$396		
<u>License-Description-Retail Food Establishment – Not Serving Meals. Mobile Facilities and Mobile Bases.</u>			
Food sales of at least \$1,000,000 and processes potentially hazardous foods Complex	\$1,055	\$1,055	\$1,110
Food sales of at least \$25,000 but less than \$1,000,000 and processes potentially hazardous foods Moderate	\$408	\$408	\$463
Food sales of at least \$25,000 and is engaged in food processing but does not process potentially hazardous Simple – Final Product TCS	\$293	\$293	\$348

Food sales of less than \$25,000 and is engaged in food processing Simple – Final Product Non TCS	\$92	\$92	\$147
Does not engage in food processing Pre - Packaged	\$69	\$69	\$124
NOTE: <i>The Pre-inspection Fee will be waived for a facility meeting the definition of, and being permitted as, a Special Organization serving food.</i>			
<u>Transient Retail Food</u>			
<u>Final Product Requires Temperature Control</u>	\$190		
<u>Final Product Does Not Require Temperature Control</u>	\$85		
<u>Prepackaged Foods Only</u>	\$50		
<u>Single Event Permit</u>	\$40		
Additional Fees:			
Facility Name or Legal Licensee Name change Only	\$25		
Re-inspection Fee	\$150		
<i>Explanation – Fee assessed on the 3rd and 4th visits for the same violation. A citation will be issued at the 5th and subsequent visits.</i>			
Late Fee	\$100		
<i>Explanation – If the annual permit fee is not paid by June 30, the day the permit expires, the department shall require the operator of the establishment to pay a penalty fee, in addition to the annual permit fee, for renewal of the permit. If the late fee plus the annual permit fee is not paid within forty-five (45) days from the date of expiration, the department shall require the operator of the establishment to pay an additional penalty fee. If the two late fees plus the annual permit fee is not paid within ninety (90) days of expiration, the department will issue the operator a citation for operating without a permit.</i>			
Duplicate Fee	\$15		
Inspection Fee	\$25		
<i>Explanation – Fee assessed for a currently permitted mobile facility currently permitted by the State of Wisconsin or another WI DATCP / Health Agent as mobile.</i>			
Sanitation Inspection Fee	\$150		
<i>Explanation – A sanitation inspection for a tavern not serving food is occasionally requested by a municipality prior to the issuance of a liquor license.</i>			
Consultation Fee	\$100		
<i>Explanation – Fee assessed for a consultative visit on-site required by prospective operator/owner to determine feasibility and/or functionality of space. If the facility becomes operational within six (6) months of consultation, this fee will be applied towards pre-inspection fee.</i>			
Plan Review Fee	\$100		
<i>Explanation – Fee assessed for HACCP recipe reviews, variance requests, equipment changes or reviewing blueprints for proposed facility.</i>			

NOW THEREFORE, BE IT RESOLVED, that the Pierce County Board of Supervisors adopts the fee schedule as outlined above and that these fees shall take effect upon adoption.

Dated this 22nd day of February, 2022.



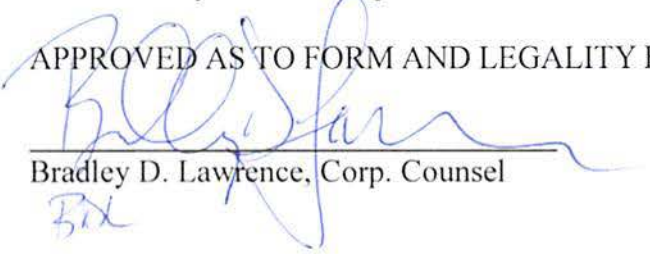
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: MAR 22 2022

RESOLUTION NO. 21-26
To Accept the Donation of Safety Equipment through
Badger State Sheriffs' Association from Anonymous Donor

WHEREAS, the Badger State Sheriffs' Association (BSSA) is partnering with the Law Enforcement Foundation of Barron County (LEFBC) and an anonymous private donor to fund and distribute personal safety equipment for Sheriff's employees to utilize when handling and/or managing high risk incidents; and

WHEREAS, the Pierce County Sheriff's Office is being awarded funds in the amount of \$55,800 to purchase the personal safety equipment, the equipment would be identified from a list of available equipment, which would then be ordered, and the invoice paid by BSSA directly to the equipment supplier; and

WHEREAS, the funds become available on or about January 17, 2022 and the Sheriff's Office needs to make every effort to obtain the requested equipment within 60-90 days; and

WHEREAS, obtaining equipment pursuant to this donation will help better protect Sheriff's Office staff while they serve the citizens of Pierce County, with reduced use of County taxpayer appropriated funds; and

WHEREAS, the Sheriff intends to obtain equipment, including the following via this process: drone (\$37,805), ballistic vests 15 @ \$500 each, and ballistic shields (5 @ \$2,000 each); and

WHEREAS, a County Board may accept donations or gifts for any public governmental purpose within the powers of the county pursuant to s. 59.52(19), Wis. Stats. Furthermore, gifts and donations above \$5,000 must be considered for acceptance by resolution to the full County Board of Supervisors, pursuant to Pierce County Code § 4-13(M); and

WHEREAS, if accepted by the County Board, the donation would be used for a public governmental purpose by supplementing and reducing the costs of the Pierce County Sheriff's Office for needed safety equipment; and

WHEREAS, the Law Enforcement Committee, at its meeting on January 11, 2022, and the Finance and Personnel Committee, at its meeting on February 7, 2022, recommended accepting the donation from the Badger State Sheriffs' Association the Pierce County Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED that the Pierce County Board of Supervisors does hereby authorize the acceptance of the donation from the Badger State Sheriffs' Association for use by the Pierce County Sheriff's Office.

BE IT FURTHER RESOLVED that Pierce County extends a sincere appreciation to the Badger State Sheriffs' Association, the Law Enforcement Foundation of Barron County, and the anonymous donor for their gracious donation to the residents of Pierce County.

Dated this 22nd day of February, 2022.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: MAR 22 2022

RESOLUTION NO. 21-27
AUTHORIZATION TO USE JAIL ASSESSMENT FUND FOR
COMPLETION OF JAIL SECURITY CAMERA EQUIPMENT PROJECT

WHEREAS, the Pierce County Board of Supervisors previously adopted Resolution 20-26 in April 2021 to authorize the sum of \$44,796 for padded cell repairs and jail security camera equipment, with the purpose of the jail security camera project being to incorporate additional security cameras and equipment to improve the camera coverage, enhance audio function, and to generally increase the overall security and safety of jail operations; and

WHEREAS, due to unforeseen labor cost for running necessary conduit to new camera locations, and based upon further review it was identified that there is a need for additional licensing for the camera system (cameras, users, software, and server), the funds previously approved are insufficient to cover the complete costs of the project as originally contemplated; and

WHEREAS, an estimate for the work to complete the labor and conduit installation was obtained in the amount of \$47,507.80, as set forth in Exhibit A, and an estimate for the additional licensing for the camera system was obtained in the amount of \$25,814.51, as set forth in Exhibit B; and

WHEREAS, the Sheriff's Office seeks to complete the labor and conduit installation and add the camera system licenses in order to fully complete the jail security camera project as originally contemplated, and is requesting authorization for the additional cost as identified herein to be paid from the Jail Assessment Fund; and

WHEREAS, the Finance Director has submitted documentation confirming that there are sufficient funds within the Jail Assessment Fund to cover the requested expenditure; and

WHEREAS, the Corporation Counsel has conducted legal research with regard to the Jail Assessment Fund, and concluded that in accordance with §302.46 and 59.25(3)(g) Wis. Stats., the Jail Assessment Fund can be used with respect to the expenses set forth herein, and further concluded that use of the Jail Assessment Fund requires authorization by the County Board of Supervisors; and

WHEREAS, the Law Enforcement Committee, at its meeting on January 11, 2022, and the Finance & Personnel Committee, at its meeting on February 7, 2022, authorized expenditures set forth in Exhibit A (\$47,507.80) and Exhibit B (\$25,814.51), in the total sum of \$73,322.31, and recommended that they be paid from the Jail Assessment Fund.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors hereby authorizes the expenditures for the jail as set forth in Exhibit A (\$47,507.80) and Exhibit B

(\$25,814.51), in the total sum of \$73,322.31, and that said expenditures be paid from the Jail Assessment Fund.

Dated this 22nd day of February, 2022.



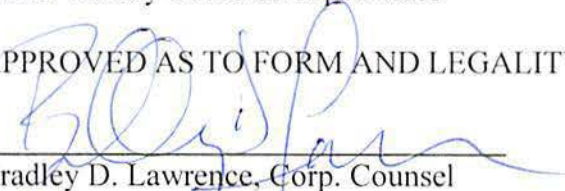
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors


ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel


Adopted: MAR 22 2022



EXHIBIT A

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND PIERCE COUNTY JAIL AND SHERIFF ("CUSTOMER") AGREE AS OF THE EFFECTIVE DATE, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT THE SITE(S) SET FORTH BELOW IN THE SITE LIST. THE "EFFECTIVE DATE" SHALL BE THE DATE ON WHICH THIS SCHEDULE OF SERVICE AND PROTECTION HAS BEEN SIGNED BY ALL PARTIES. IF SIGNED ON DIFFERENT DATES, THE EFFECTIVE DATE SHALL BE THE DATE THE LAST PARTY SIGNED. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT [HTTPS://WWW.STANLEYSECURITY.COM/LEGAL](https://www.stanleysecurity.com/legal). THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: Pierce County Sherriff's Office & Jail - Ellsworth - Conduit

Quote: Q-269569

Quote Date: January 4, 2022

Prepared By: Brandi Seeker / Systems Integration Security Consultant

Investment Type: Direct Sale

System Information

System Type: Video

Primary System:

Secondary Systems:

In Process

Site List

Site	Site Street	Site City	Site State/Province	Site Zip/Postal Code
PIERCE COUNTY JAIL AND SHERIFF	555 W OVERLOOK DR	ELLSWORTH	WI	54011

Customer to Provide

Equipment

Quantity	Part Number	Description
500.00	TBD CONDUIT	TBD CONDUIT
1.00	TBD JIC MATL	TBD JIC MATL

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

Theory of Operation

Internal, Stanley CSS labor. Conduit work; PJ 28462

STANLEY Convergent Security Solutions, Inc. License Information (as of 10-18-2021): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN T5001238: MS 19207-5C; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; ND: 35031 Class C Contractor –contract limit not to exceed \$300,000 NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 348X00022000; NM 374554: NV F401 E350; 0071024; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A SC FAC3387; BAC5501: TN 1180; 1448; 1650; 1446; 2026, CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925M2: WV 045298: WI 969322: WY LV-G-23879 Q-269569



SCOPE: Stanley CSS to provide labor and associated labor for the installation of conduit, to be installed throughout the jail (where required).

In Process



(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

In Process



Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 3% after 12 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

*Prices do not include taxes. Installation Price and Monthly Service Charges listed are per site *

Total Installation Price*:	\$47,507.80USD
Up-front Deposit*:	\$0.00
Payment Plan*:	
Balance Due Upon Completion*:	\$47,507.80

Monthly Service Charges	
Total Monthly Fee*:	\$0.00USD
Payment Frequency:	Quarterly

PO required by customer:
Tax-Exempt: No

In Process

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

CUSTOMER: PIERCE COUNTY JAIL AND SHERIFF

Signature

Printed Name

Date

Not Binding on SCSS without either Authorized Approval Signature or SCSS Begins the Installation or Services.

Signature

Christine McPherson

Printed Name

Title

Date



Billing Addresses:		Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:		555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805
City		ELLSWORTH	ELLSWORTH	ELLSWORTH
State/Province		WI	WI	WI
Country		United States	United States	United States
Zip/Postal Code		54011-0805	54011-0805	54011-0805
Attention				
Billing Contact				
Billing Phone				
Billing ID				
Special Handling Required		N	N	N
Notes for Special Handling				
PO #				

In Process



Installation and Service Agreement

No. Q-269569

This Agreement is made and entered into this 4th day of January 2022 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, IN 46037, hereinafter referred to as "SCSS" and PIERCE COUNTY JAIL AND SHERIFF, hereinafter referred to as "Customer".

1. System and Service

☒ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule.")

☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer set forth in the Site List on the attached Schedule.

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. \$47,507.80 for the price of a Sold System and the installation of the System.

a. \$0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. \$47,507.80 upon completion of the installation

ii. \$0.00 for services per month, as described in the Schedule of Service and Protection, payable Quarterly, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months of this Agreement or the relevant Schedule, increase the monthly charge specified in this Agreement or in the relevant Schedule, once a year, for the balance of the term and any renewal thereof. If SCSS increases the basic monthly charge in any year by an amount greater than 3% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

iv. SCSS reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to monthly fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the "CPI") increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI, provided that in no event shall any such adjustment exceed five percent (5%) of the then-current prices.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.



B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO \$500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.



- D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge \$25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).



- K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.
- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

- A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.
- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
- G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

- A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any

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monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

- i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or
- ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
- iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

- i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
- ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.



14. Choice of Law

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA

SCSS is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. SCSS shall provide Customer a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Contractor shall thoroughly instruct Customer in the proper use of the alarm system. SCSS reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, SCSS must provide notice to Customer and record the lien and/or payment bonds (if applicable) in accordance with California law. Customer has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied.

California License # of Sales Agent (if applicable): N/A

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.		CUSTOMER: PIERCE COUNTY JAIL AND SHERIFF	
<div>Signature</div>	<div>Signature</div>	<div>Christine McPherson</div>	
<div>Printed Name</div>	<div>Printed Name</div>	<div></div>	
<div>Date</div>	<div>Title</div>	<div></div>	
<div>Not Binding on SCSS without either Authorized Approval Signature or SCSS Begins the Installation or Services.</div>	<div>Date</div>	<div></div>	

Account Payment Settings:

PO Required by customer:



Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805
City	ELLSWORTH	ELLSWORTH	ELLSWORTH
State/Province	WI	WI	WI
Country	United States	United States	United States
Zip/Postal Code	54011-0805	54011-0805	54011-0805
In Process			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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EXHIBIT B

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND PIERCE COUNTY JAIL AND SHERIFF ("CUSTOMER") AGREE AS OF THE EFFECTIVE DATE, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT THE SITE(S) SET FORTH BELOW IN THE SITE LIST. THE "EFFECTIVE DATE" SHALL BE THE DATE ON WHICH THIS SCHEDULE OF SERVICE AND PROTECTION HAS BEEN SIGNED BY ALL PARTIES. IF SIGNED ON DIFFERENT DATES, THE EFFECTIVE DATE SHALL BE THE DATE THE LAST PARTY SIGNED. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT [HTTPS://WWW.STANLEYSECURITY.COM/LEGAL](https://www.stanleysecurity.com/legal). THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: Pierce County Sherriff's Office & Jail - Ellsworth - BOSCH Maintenance SMA Renewal

Quote: Q-269643

Quote Date: January 4, 2022

Prepared By: Brandi Seeker / Systems Integration Security Consultant

Investment Type: Direct Sale

System Information

System Type: Video
Primary System:
Secondary Systems:

In Process

Site List

Site	Site Street	Site City	Site State/Province	Site Zip/Postal Code
PIERCE COUNTY JAIL AND SHERIFF	555 W OVERLOOK DR	ELLSWORTH	WI	54011

Customer to Provide

Network Connectivity, PC Client(s) hardware, PC Hardware for Access Control System, PC Server(s) hardware,

Equipment

Quantity	Part Number	Description
820.00	MBVMCHANPRO	BVMS SOFTWARE MAINTENANCE SMA LIC 1 YR
44.00	MBVMWSTPRO	BVMS SOFTWARE MAINTENANCE SMA LICENSE 1Y
4.00	MBVMPRO	BVMS PROFESSIONAL EDITION
4.00	MBV-MMVSPRO	BVMS Software Maintenance SMA license for MBV-XMVSPRO, 1 year

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

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Theory of Operation

Scope: Renewal of Bosch Software Maintenance Agreement. Current Maintenance plan, expired 07/13/2018.

Update existing software to 8.0, or latest version. Associated labor for this task, included.

In Process



(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

In Process

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 3% after 36 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

*Prices do not include taxes. Installation Price and Monthly Service Charges listed are per site *

Total Installation Price*: \$25,814.51USD

Up-front Deposit*: \$0.00

Payment Plan*:
Balance Due Upon Completion*: \$25,814.51

Monthly Service Charges

Total Monthly Fee*: \$0.00USD
Payment Frequency: Quarterly

PO required by customer:
Tax-Exempt: No

In Process

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

CUSTOMER: PIERCE COUNTY JAIL AND SHERIFF

Signature

Printed Name

Date

Not Binding on SCSS without either Authorized Approval Signature or SCSS Begins the Installation or Services.

Signature

Christine McPherson

Printed Name

Title

Date



Billing Addresses:		Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:		555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805
City		ELLSWORTH	ELLSWORTH	ELLSWORTH
State/Province		WI	WI	WI
Country		United States	United States	United States
Zip/Postal Code		54011-0805	54011-0805	54011-0805
Attention				
Billing Contact				
Billing Phone				
Billing ID				
Special Handling Required		N	N	N
Notes for Special Handling				
PO #				

In Process

Installation and Service Agreement

No. Q-269643

This Agreement is made and entered into this 4th day of January 2022 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, IN 46037, hereinafter referred to as "SCSS" and PIERCE COUNTY JAIL AND SHERIFF, hereinafter referred to as "Customer".

1. System and Service

☒ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule.")

☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer set forth in the Site List on the attached Schedule.

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. \$25,814.51 for the price of a Sold System and the installation of the System.

a. \$0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. \$25,814.51 upon completion of the installation

ii. \$0.00 for services per month, as described in the Schedule of Service and Protection, payable Quarterly, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 36 Months of this Agreement or the relevant Schedule, increase the monthly charge specified in this Agreement or in the relevant Schedule, once a year, for the balance of the term and any renewal thereof. If SCSS increases the basic monthly charge in any year by an amount greater than 3% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

iv. SCSS reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to monthly fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the "CPI") increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI, provided that in no event shall any such adjustment exceed five percent (5%) of the then-current prices.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.



B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO \$500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.



- D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge \$25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).



K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any

STANLEY Convergent Security Solutions, Inc. License Information (as of 10-18-2021): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; ND: 35031 Class C Contractor –contract limit not to exceed \$300,000 NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 348X00022000; NM 374554: NV F401 E350; 0071024; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A SC FAC3387; BAC5501: TN 1180; 1448; 1650; 1446; 2026, CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925M2: WV 045298: WI 969322: WY LV-G-23879 Q-269643

monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

- i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or
- ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
- iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

- i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
- ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.



14. Choice of Law

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA

SCSS is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. SCSS shall provide Customer a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Contractor shall thoroughly instruct Customer in the proper use of the alarm system. SCSS reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, SCSS must provide notice to Customer and record the lien and/or payment bonds (if applicable) in accordance with California law. Customer has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied.

California License # of Sales Agent (if applicable): N/A

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.		CUSTOMER: PIERCE COUNTY JAIL AND SHERIFF	
<div>Signature</div>		<div>Signature</div> <div>Christine McPherson</div>	
<div>Printed Name</div>		<div>Printed Name</div>	
<div>Date</div>		<div>Title</div> <div>Date</div>	
<div>Not Binding on SCSS without either Authorized Approval Signature or SCSS Begins the Installation or Services.</div>			

Account Payment Settings:

PO Required by customer:



Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805	555 W OVERLOOK DR PO BOX 805
City	ELLSWORTH	ELLSWORTH	ELLSWORTH
State/Province	WI	WI	WI
Country	United States	United States	United States
Zip/Postal Code	54011-0805	54011-0805	54011-0805
In Process			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

STANLEY Convergent Security Solutions, Inc. License Information (as of 10-18-2021): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-5C; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; ND: 35031 Class C Contractor –contract limit not to exceed \$300,000 NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 348X00022000; NM 374554: NV F401 E350; 0071024; NY 120002293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A SC FAC3387; BAC5501: TN 1180; 1448; 1650; 1446; 2026, CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925M2: WV 045298: WI 969322: WY LV-G-23879 Q-269643

RESOLUTION NO. 21-28
TRANSFER FUNDS FROM GENERAL FUND TO MAINTENANCE DEPARTMENT
FOR COMMUNICATION TOWER SHELTER REPLACEMENT PROJECT
AND APPROVE UNBUDGETED EXPENDITURE

WHEREAS, Pierce County public safety radio equipment is located and operates off of a total of six (6) radio tower sites, of which, the County owns and maintains four (4) tower sites located in the Village of Ellsworth, Town of Spring Lake, Town of River Falls, and the Town of Clifton; and

WHEREAS, each of the four (4) tower sites owned by the County consists of the radio tower, and a tower communications shelter which houses public safety radio equipment and a backup generator; and

WHEREAS, in 2017 the Ellsworth equipment was moved into a renovated garage stall adjacent to the tower, however the remaining three (3) shelters are in desperate need of replacement due to their age and current condition; and

WHEREAS, the County partnered with a consultant to assist in determining the scope of the project, draft a Request for Proposals (RFP), and developing a project budget, with the communications tower replacement project ("Project") generally consisting of new shelters, construction drawings, power specifications, project management and contingency funds; and

WHEREAS, an RFP was sent out and two responsive proposals received, and the Building Committee, at its meeting on January 11, 2022, took action to approve and authorize the Project, contingent upon approval of funding and identification of the funding source by the County Board consistent with the developed Project budget of \$755,000, and to forward a request to consider authorizing funding from the undesignated General Fund in order to complete the Project, and further to recommend adoption on a first reading due to the lead time necessary for shelter construction; and

WHEREAS, the Finance and Personnel Committee, at its meeting on February 7, 2022, recommended approving a transfer of an amount not to exceed \$755,000 for the communication tower replacement Project, to come from the undesignated General Fund and be transferred to the Building Outlay / Maintenance department budget accordingly; and

WHEREAS, pursuant to §65.90(5) Wis. Stats., the County Board is required to authorize transfers in excess of 10% of the department budget, or if the transfer is requested from the General Fund rather than the Contingency Fund; and

WHEREAS, pursuant to §65.90(5)(a) Wis. Stats., a change in the amount of tax appropriation in a budget requires a vote of two-thirds of the entire membership of the County Board of Supervisors.

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that it approves the recommendation as presented and authorizes the transfer of an amount not to exceed \$755,000 for the communication tower replacement Project, to come from the undesignated General Fund and be transferred to the Building Outlay / Maintenance department budget and approves the unbudgeted expenditure accordingly.

Dated this 22nd day of February, 2022.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: FEB 22, 2022

RESOLUTION NO. 21-29
SALARY ADJUSTMENTS FOR ELECTED OFFICIALS
CLERK OF COURT AND SHERIFF 2023-2026

WHEREAS, on February 7, 2022, the Finance & Personnel Committee did duly consider the existing salaries of the Clerk of Court and Sheriff of Pierce County; and

WHEREAS, the Finance & Personnel Committee recommends that, for the sole purpose of calculating the annual salaries for the years 2023-2026, the 2023 base salary for the Clerk of Court be adjusted to \$68,682 effective 01/01/2023, and the salary be adjusted by 1.5% to \$69,712 effective 01/01/24, be adjusted by 1.25% to \$70,583 effective 01/01/25, and be adjusted by 1.25% to \$71,465 effective 01/01/26; and

WHEREAS, the Finance & Personnel Committee recommends that, for the sole purpose of calculating the annual salaries for the years 2023-2026, the current 2022 base salary for the Sheriff be adjusted by 6% to \$93,752 effective 01/01/2023, and the salary be adjusted by 1.5% to \$95,158 effective 01/01/24, be adjusted by 1.5% to \$96,585 effective 01/01/25, and be adjusted by 1.5% to \$98,034 effective 01/01/26; and

WHEREAS, the Finance & Personnel Committee recommends that these two officials be offered continued health insurance coverage through the existing County plans under the same terms as non-represented employees; and

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that the current annual salaries for the Clerk of Court and Sheriff for the years 2023-2026 be adjusted as recommended by the Finance & Personnel Committee. Thus the following salaries shall be established:

	2022 Current Salary	2023	2024	2025	2026
Clerk of Court	\$67,500	\$68,682	\$69,712	\$70,583	\$71,465
Sheriff	\$88,445	\$93,752	\$95,158	\$96,585	\$98,034

BE IT FURTHER RESOLVED that in addition to base salary adjustments, as identified above, with respect to elected officials, to the extent that their base salaries will be increased effective 01/02/23 (the first Monday in January 2023) and beyond, said officials shall receive the corresponding benefits, based on salary, in accord with the County's then existing plan, and shall be offered health insurance coverage under the same terms as non-represented employees.

Dated this 22nd day of February, 2022.



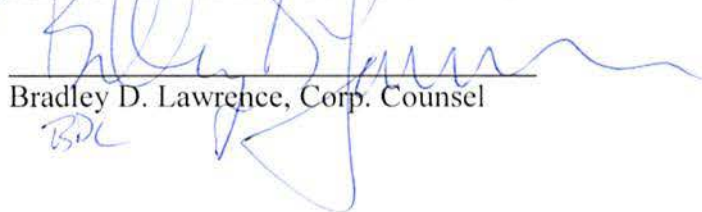
Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: MAR 22 2022

RESOLUTION 21-30
To Order Issuance of Deeds to Pierce County
for Property Subject to Tax Certificate

WHEREAS, pursuant to WI STATS §75.14 (1) the following described real property has been subject of a tax certificate for unpaid real estate taxes:

File #434 (008-01074-0200) – Parcel in the Southwest ¼ of the Northeast ¼ of Section 27, T26N, R16W. Said land being in the Town of El Paso, Pierce County, WI. (N4758 350th St., Elmwood-Alma Bottom Ventures LLC/Stuart West)

- Tax certificates were issued on Sept. 1, 2015, Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2014 – 2017.
- A Notice of Application for Tax Deed was served on owner by the County Treasurer on June 8, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

File #435 (018-01047-0900) – A part of the NE ¼ of SE ¼, Section 14, T27N, R17W, Town of Martell, Pierce County, Wisconsin, bounded by a line describe as follows: Commencing at a point 38 rods 1 ½ links South of the NE corner thereof; thence running South along Section line 42 rods 6 ½ links to 1/8th post; thence West along 1/8th line to the East side of the public highway which is now known & designated as County Trunk Highway “J” as now traveled along the East side of Rush River; thence Northeasterly along East side of said highway 38 rods & 8 feet to point of beginning; thence Southeasterly 6 rods; thence Northwesterly 6 rods to the East line of said highway; thence Northeasterly on East line of said highway 6 rods to the place of beginning. (N7848 535th St., Spring Valley-Ronald Tomczak/Linda S. Kyllonen)

- Tax certificates were issued on Sept. 1, 2015, Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2014 – 2017.
- A Notice of Application for Tax Deed was attempted to be served on owner by the County Treasurer per affidavit dated Sept. 10, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

File #436 (030-01034-0111) – Outlot 1 of Certified Survey Map recorded in Vol. 12 of C.S.M., pg. 58, as Doc. No. 503637, located in Government Lot 4, Section 3, Township 24 North, Range 18 West, Town of Trenton, Pierce County, Wisconsin. (810th St., Hager City-Island Country-side Builders, Inc.)

- Tax certificates were issued on Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2015 – 2017.
- A Notice of Application for Tax Deed was attempted to be served on owner by the County Treasurer per affidavit dated Sept. 10, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

File #437 (030-01034-0115) – Lot 15 of Certified Survey Map recorded in Vol. 11 of C.S.M., pg. 179, being part of the NE ¼, of the SE ¼, and Government Lot 4 of Section 3, Township 24 North, Range 18 West, Town of Trenton, Pierce County, Wisconsin. (N1431 810th St., Hager City-Island Country-side Builders, Inc.)

- Tax certificates were issued on Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2015 – 2017.
- A Notice of Application for Tax Deed was attempted to be served on owner by the County Treasurer per affidavit dated Sept. 10, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

File #438 (181-01047-0300) – The West ½ of Lot 4, all of Lot 5, and Lot 6 excepting therefrom the Westerly most 17 feet of Lot 6 (except commencing at Southwest corner of Lot 6; thence North 41 feet along West line of Lot 6; thence East 17 feet; thence South 41 feet; thence West 17 feet to point of beginning; all located in Block 6 Akers Addition to the Village of Spring Valley, Pierce County, Wisconsin. (W225 Cleveland St., Spring Valley-John D. Litzell)

- Tax certificates were issued on Sept. 1, 2012, Sept. 1, 2013, Sept. 1, 2014, Sept. 1, 2015, Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2011 – 2017.
- A Notice of Application for Tax Deed was attempted to be served on owner by the County Treasurer per affidavit dated Sept. 10, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

File #439 (181-01055-0800) – The North ½ of Lot 7, Block 5, of the Original Plat of the Village of Spring Valley, together with an undivided 1/2 interest in and to the wall separating the building located on the North ½ and the building located on the South ½ of Lot 7, Block 5 of the Original Plat of the Village of Spring Valley, Pierce County, Wisconsin. (S207 McKay Ave., Spring Valley-Regina L. Sorenson)

- Tax certificates were issued on Sept. 1, 2015, Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2014 – 2017.
- A Notice of Application for Tax Deed was attempted to be served on owner by the County Treasurer per affidavit dated Sept. 10, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

File #440 (181-01055-0900) – Lot 8, Block 5, Original Plat of the Village of Spring Valley, Pierce County, Wisconsin. (S207 McKay Ave., Spring Valley-Regina L. Sorenson)

- Tax certificates were issued on Sept. 1, 2015, Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2014 – 2017.
- A Notice of Application for Tax Deed was attempted to be served on owner by the County Treasurer per affidavit dated Sept. 10, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

File #441 (276-01140-1000) – The South 132 feet of Lot 7, Falcon Heights Addition, City of River Falls, Pierce County, Wisconsin. (120 S. Ninth St., River Falls-Herbert & Constance Cudd)

- Tax certificates were issued on Sept. 1, 2014, Sept. 1, 2015, Sept. 1, 2016, Sept. 1, 2017, & Sept. 4, 2018 indicating taxes are unpaid for tax years 2013 – 2017.

- A Notice of Application for Tax Deed was attempted to be served on owner by the County Treasurer per affidavit dated Sept. 10, 2021 via certified mail as provided for in WI STATS §75.12. Proof of returned certified mail receipt on file with County Treasurer. Also, via publication in Pierce County Journal as provided for in WI STATS §75.12 on Sept. 2nd, 9th, & 16th, 2021.

WHEREAS, the redemption period is two years from the date that said Tax Certificates were issued listing all of the tax years identified above as being unpaid;

WHEREAS, the County is entitled to take a tax deed to said properties on or after September 1 two years after issuance of said Tax Certificates, if all of the procedures of WI STATS Chapters 74 and 75 are followed;

WHEREAS, WI STATS §75.14 (1) requires that the County Board order issuance of the Deeds;

NOW THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors hereby orders the County Clerk to issue Tax Deeds in favor of the County after confirmation by the County Treasurer and Corporation Counsel that all statutory procedures have been followed.

DATED this 22nd day of February, 2022.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: MAR 22 2022

RESOLUTION NO. 21-31
GRANTING EXCEPTION TO PURCHASING POLICY AND AUTHORIZATION TO
HAVE HIGHWAY DEPARTMENT SELF PERFORM WORK WITHOUT
COMPETITIVE QUOTES

WHEREAS, Pierce County owns and operates a communications tower in the Town of Spring Lake, and in Resolution 21-22 authorized the purchase of property to own outright the property accessing the tower, and has a project planned to construct a field road on the new property in order to properly access the communications tower; and

WHEREAS, the field road project does not meet the statutory requirements requiring the project to be formally bid out, however, the field road project would still need to meet the County's purchasing policy, to the extent applicable - unless an exception is granted; and

WHEREAS, under the Purchasing Policy given the estimated cost of the project at between \$2,500 and \$25,000 the policy would require competitive quotes; and

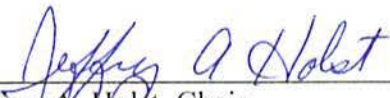
WHEREAS, the County's work with regard to the property purchase to access to the Elmwood Communications Tower has been going on since early summer, 2021, and required the assistance and input of various county departments and staff working cooperatively, including the Pierce County Highway Department, who has already provided County staff with considerable input and assistance in understanding the scope of project, project specific information, as well as technical assistance in communicating with contractual county partners; and

WHEREAS, time is of the essence on the field road project, as the property owner adjacent to the field road property has an easement to utilize the field road for farming purposes. It is expected that the property owner/agent will use the field road to access farm property for crop planting this spring, making it necessary to get the field road in as soon as possible. It is also necessary to have the field road in for use and access by the County as there is a tower shelter project taking place in the summer of 2022, as well as a need for access to the tower by County contracted parties. In order to prepare and plan accordingly, it is beneficial to have the work performed internally by the Highway Department, given their knowledge of the project, and given that time is of the essence; and

WHEREAS, the Finance & Personnel Committee, at its meeting on February 7, 2022, took action to recommend that the Board grant an exception to the Purchasing Policy requirement for competitive quotes for the Elmwood Communications Tower field access road to allow the Highway Department to perform the work, and that a Resolution be forwarded directly to the County Board with a recommendation for adoption on a first reading, as time is of the essence on the project.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors authorizes an exception to the Purchasing Policy requirement for competitive quotes for the Elmwood Communications Tower field access road to allow the Highway Department to directly perform the work for the reasons stated herein.

Dated this 22nd day of February, 2022.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors

ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel
BOL

Adopted: _____

FEB 22, 2022

RESOLUTION NO. 21-32

**RESOLUTION OF PIERCE COUNTY IN SUPPORT OF BROADBAND
INFRASTRUCTURE EXPANSION AND AVAILABILITY**

WHEREAS, the infrastructure and availability of broadband is far more prevalent in Wisconsin Cities, however, in more rural areas, including Pierce County, there are gaps in broadband access; and

WHEREAS, in 2020 the COVID-19 pandemic resulted in the increased need for children to attend school remotely, for municipalities to conduct meetings and business remotely, for employees to work remotely, and the need for businesses in the County to have appropriate broadband internet access, and furthermore, the lack of broadband access and availability to Pierce County residents, employers, employees and others became more evident; and

WHEREAS, appropriate broadband access in all corners of our state, including in Pierce County, is crucial for the success of our students, employers, employees, farmers, and the citizens of the County; and

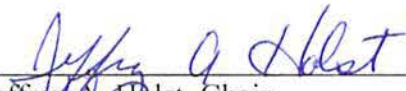
WHEREAS, the growing importance of, and need for, appropriate broadband for businesses, farmers, health care facilities, schools, students, citizens and municipalities is obvious, and is expected to continue as the new normal; and

WHEREAS, there are various financial opportunities becoming available to businesses and utilities through state and federal grant opportunities, via American Rescue Plan Act (ARPA) grant funds and otherwise, for which it will take time to make determinations on who will receive those funds, and many businesses and utilities will be submitting applications for such funds, and seek the support of the County in that endeavor; and

WHEREAS, local governments play an important role in helping to solve the problem of adequate universal broadband access and availability, and Pierce County desires to make it known that it is supportive of the expansion and upgrading of broadband infrastructure and access availability for employees, businesses, and the citizens within Pierce County; and

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that it supports the efforts in helping to solve the problem of adequate universal broadband access and availability, and is supportive of the expansion and upgrading of broadband infrastructure and access availability in underserved areas for employees, businesses, and the citizens within Pierce County.

Dated this 22nd day of February, 2022.



Jeffrey A. Holst, Chair
Pierce County Board of Supervisors


ATTESTED TO BY:



Jamie Feuerhelm, County Clerk

FEB 22, 2022

APPROVED AS TO FORM AND LEGALITY BY:



Bradley D. Lawrence, Corp. Counsel

Adopted: _____