ROCK COUNTY BOARD OF SUPERVISORS’ MEETING
THURSDAY, MAY 26, 2016 – 6:00 P.M.
COUNTY BOARD ROOM/COURTROOM H
FOURTH FLOOR/COURTHOUSE EAST

Agenda

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – May 12, 2016
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION

A. Appointments to Coordinated Services Team (CST) Advisory Committee
B. Confirmation of Appointment of Human Services Director

NOTE: Item 8.B. will be considered by the County Board Staff Committee on May 24, 2016 and Human Services Board on May 25, 2016

C. Confirmation of Appointment of Facilities Management Director

NOTE: Item 8.C. will be considered by the County Board Staff Committee on May 24, 2016

9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS

A. Recognizing Honorable Richard Werner for Service to Drug Court
B. Proclaiming May 2016 Drug Court Month
C. To Recognize Rock County Foster Families

NOTE: Item 9.C. will be considered by the Human Services Board on May 25, 2016

D. To Recognize Lee Peterson
E. To Recognize Micaela Broetzmann

NOTE: Items 9.D. and 9.E. will be considered by the County Board Staff Committee on May 24, 2016 and the Human Services Board on May 25, 2016
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS (Continued)

F. Recognizing Michele McMahon

NOTE: Item 9.F. will be considered by the County Board Staff Committee on May 24, 2016

10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE

11. REPORTS

12. NEW BUSINESS

A. Supplementary Appropriations and Budget Changes - Roll Call

1. Transferring Central Duplicating and Mail Functions and Staff from the Facilities Management Department to the Finance Department and Amending the 2016 Budget

NOTE: Item 12.A.1. will be considered by the County Board Staff Committee on May 24, 2016

B. Contracts – Roll Call

C. Authorizing Accounting Office Position Changes for the Department of Public Works

NOTE: Item 12.C. will be considered by the Public Works Committee on May 24, 2016 and the County Board Staff Committee on May 24, 2016

D. Requesting the State Legislature to Take Steps to Enact a Constitutional Amendment Regarding Unfunded Mandates

13. ADJOURNMENT
APPOINTMENTS TO THE COORDINATED SERVICES TEAM (CST) ADVISORY COMMITTEE

POSITION: Members of the Coordinated Services Team (CST) Advisory Committee

AUTHORITY: County Board Resolution 12-4A-642

TERM: Terms Ending April 30, 2019 and Unexpired Term Ending April 30, 2018

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

PRESENT MEMBERS: Cheri Salava
Mike Czerwonka
Lance Horozewski
Jennifer Patridge (2018 Exp.)

CONFIRMATION: Yes, by County Board of Supervisors

APPOINTMENTS: Chad Sullivan
Janesville Police Department
100 N. Jackson St.
Janesville, WI 53548

Mike Czerwonka
Evansville School District
307 S. First Street
Evansville, WI 53536

Lance Horozewski
CYF Division Manager
Rock County Human Services

John Weber – (Term Expiring 4/30/18)
DD Contract Compliance Specialist
Rock County Human Services

EFFECTIVE DATE: May 26, 2016
RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

COUNTY BOARD STAFF
INITIATED BY

Amy Spoden, Human Resource Manager
DRAFTED BY

May 16, 2016
DATE DRAFTED

CONFIRMATION OF APPOINTMENT OF
HUMAN SERVICES DIRECTOR

WHEREAS, the most recent Human Services Director, Charmain Klyve will be retiring on July 1, 2016; and,

WHEREAS, the County has conducted a recruitment effort to fill the job of Human Services Director, and,

WHEREAS, the candidates were screened with the most qualified being interviewed; and,

WHEREAS, the County Administrator has appointed Katherine Flanagan, and,

WHEREAS, providing an overlap position starting May 30, 2016 ensures a smooth transition; and,

WHEREAS, the Human Services Department has sufficient funds to pay for the overlap position.

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors assembled this ______ day of ________, 2016, confirms the appointment of Katherine Flanagan, as Human Services Director in accordance with the attached conditions of employment.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilini, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas
CONFIRMATION OF APPOINTMENT OF HUMAN SERVICES DIRECTOR

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HUMAN SERVICES BOARD

Brian Knudson, Chair

Ashley Kleven

Sally Jean Weaver-Landers, Vice Chair

Kathy Schulz

Karl Dommershausen

Terry Thomas

Terry Fell

Shirley Williams

Linda Garrett

LEGAL NOTE:
The County Board is authorized to take this action pursuant to §59.22(2), Wis. Stats.

Jeffrey Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:
Recommend

Josh Smith
County Administrator

FISCAL NOTE:
Sufficient funds are available in the 2016 budget for this position as well as for the one month overlap.

Sherry Oja
Finance Director
COUNTY OF ROCK, WISCONSIN

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter referred to as "EMPLOYER") and Katherine Flanagan (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS EMPLOYER whose address is c/o County Administrator, 51 South Main Street, Janesville, WI 53545, desires to obtain the services of Katherine Flanagan to serve as Human Services Director;

WHEREAS EMPLOYEE, whose current address is 6466 Edgewood Rd, Machesney Park, IL, 61115 is able and willing to serve as Human Services Director;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as follows:

1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS. Employment of EMPLOYEE is subject to the general supervision and shall be conducted pursuant to the orders, advice and direction of the County Administrator and be governed by the terms and conditions of Chapter 18 of the Rock County Ordinance, except as to the terms and conditions that are herein modified. Employment is further subject to EMPLOYEE's compliance with and implementation of policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are customarily performed by one holding the same or similar positions in other governmental organizations or businesses which provide similar services. EMPLOYER reserves to the County Administrator the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the County Administrator.

2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS. EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this agreement, to the level of satisfaction that the County Administrator may reasonably require.

3. DUTIES OF EMPLOYEE; JOB DESCRIPTION. The duties of EMPLOYEE shall include but not be limited to those expressly stated or implied in the job description for the position, as may be revised from time to time by EMPLOYER as circumstances change, and as set forth in applicable state statutes. This paragraph is further subject to the right of assignment reserved to the County Administrator, as set forth in paragraph 1 hereof.

4. DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in the ordinances, resolutions or motions of EMPLOYER's county board or any of its committees acting within the scope of their lawful authority.

5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY ADMINISTRATOR. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the County Administrator.
6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year, commencing at 8:00 a.m., Monday, May 30, 2016, and expiring as of Midnight, May 29, 2017, unless earlier terminated under other provisions of this agreement or by operation of law.

7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered renewed unless extended in writing by mutual agreement of the parties. If it is the County Administrator's intention not to renew this agreement, the County Administrator will attempt to give EMPLOYEE three (3) months advance written notice of the intent not to renew this agreement, provided, however, that failure to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond the expiration date of this agreement. The County Administrator may extend EMPLOYEE's employment on a month-to-month basis for a period not to exceed 3 months, pending renewal of this agreement.

8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at all times observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.

9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall not at any time or in any manner, either during the term of this agreement or thereafter, either directly or indirectly divulge, disclose or communicate to any person any confidential information gained in the performance of EMPLOYEE's duties except as otherwise required or compelled by law.

10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval of the County Administrator.

11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from 8:00 a.m. to 5:00 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a condition of employment a job to perform and shall work such hours as are necessary to accomplish the tasks assigned to EMPLOYEE.

12. EVALUATION AND GOALS. At least annually, the County Administrator or his or her designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both EMPLOYEE and EMPLOYER.

13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in advance by statute, ordinance, or express written consent of EMPLOYER.

14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct compensation at a rate provided for in the Unilateral Pay Plan for the position occupied by the EMPLOYEE.

15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance with Rock County ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and procedures prior to incurring or claiming reimbursement for such expenses. It is expressly
understood that prior approval of the County Administrator is required for attendance at conferences held outside of Wisconsin and that attendance is further subject to the rules, regulations and ordinances applicable to managerial employees employed by the EMPLOYER.

16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the same terms as these are made available to non-represented managerial and professional employees of EMPLOYER.

17. VACATION. EMPLOYEE shall receive vacation based on the terms of the Rock County Personnel Ordinance. Carry-over of unused vacation shall be allowed under such conditions as are contained in the Rock County Personnel Policy.

18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible Spending Account, at EMPLOYEE's option and to the extent permitted by law.

19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to the County Administrator. Any such notice, once accepted by the County Administrator, may not be withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to EMPLOYEE upon resignation, provided sufficient notice as required above is received.

20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under this agreement may be suspended, by the County Administrator at any time during its term, in the sole discretion of the County Administrator. EMPLOYER shall be deemed to be an at-will employee of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and including discharge.

21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County Administrator and be accomplished by the County Administrator.

22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS. EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.

23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.

24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly understood and agreed that in the event of any dispute between the parties, arising under this agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.

26. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof. Any prior employment agreement between the parties, together with any extension or renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE’s rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this agreement effective as of the day and date by which EMPLOYER’s authorized representative and EMPLOYEE have affixed their respective signatures, as indicated below.

FOR EMPLOYER:

Date: __________________________

Josh Smith, Rock County Administrator

BY EMPLOYEE:

Date: __________________________

Katherine Flanagan, Human Services Director

WITNESS:

Date: __________________________
RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

General Services Committee
INITIATED BY

General Services Committee
SUBMITTED BY

Annette Mikula, HR Director
DRAFTED BY

May 6, 2016
DATE DRAFTED

CONFIRMATION OF APPOINTMENT OF
FACILITIES MANAGEMENT DIRECTOR

1 WHEREAS, the former General Services Director retired on April 29, 2016; and,
2
3 WHEREAS, the position of General Services Director was re-structured and re-named the Facilities
Management Director; and,
4
5 WHEREAS, the County has conducted a recruitment effort to fill the job of Facilities Management Director;
and,
6
7 WHEREAS, the candidates were screened with the most qualified being interviewed; and,
8
9 WHEREAS, the County Administrator has appointed Brent S. Sutherland, who has been recommended by the
General Services Committee; and,
10
11 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors assembled this
day of __________, 2016, confirms the appointment of Brent Sutherland, as Facilities Management
Director in accordance with the attached conditions of employment.

Respectfully Submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair
J. Russell Podzilni, Chair

Jason Hildenreich, Vice Chair
Sandra Kraft, Vice Chair

David Homan
Eva Arnold

Bob Yeomans
Henry Brill

Jeremy Zajac
Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas
CONFIRMATION OF APPOINTMENT OF FACILITIES MANAGEMENT DIRECTOR
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ADMINISTRATIVE NOTE:
Recommended.

Josh Smith
County Administrator

LEGAL NOTE:
County Board is authorized to take this action pursuant to §59.22(1), Wis. Stats.

Jeffrey S Kuglitsch
Corporation Counsel

FISCAL NOTE:
Sufficient funds are available in the budget for the cost of this position.

Sherry Oja
Finance Director
COUNTY OF ROCK, WISCONSIN

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter referred to as "EMPLOYER") and Brent Sutherland (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS EMPLOYER whose address is c/o County Administrator, 51 South Main Street, Janesville, WI 53545, desires to obtain the services of Brent Sutherland to serve as Facilities Management Director,

WHEREAS EMPLOYEE, whose current address is 4306 S. Warlance Lane, Janesville, WI 53548 is able and willing to serve as the Facilities Management Director;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as follows:

1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS. Employment of EMPLOYEE is subject to the general supervision and shall be conducted pursuant to the orders, advice and direction of the County Administrator and be governed by the terms and conditions of Chapter 18 of the Rock County Ordinance, except as to the terms and conditions that are herein modified. Employment is further subject to EMPLOYEE's compliance with and implementation of policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are customarily performed by one holding the same or similar positions in other governmental organizations or businesses which provide similar services. EMPLOYER reserves to the County Administrator the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the County Administrator.

2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS. EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this agreement, to the level of satisfaction that the County Administrator may reasonably require.

3. DUTIES OF EMPLOYEE; JOB DESCRIPTION. The duties of EMPLOYEE shall include but not be limited to those expressly stated or implied in the job description for the position, as may be revised from time to time by EMPLOYER as circumstances change, and as set forth in applicable state statutes. This paragraph is further subject to the right of assignment reserved to the County Administrator, as set forth in paragraph 1 hereof.

4. DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in the ordinances, resolutions or motions of EMPLOYER's county board or any of its committees acting within the scope of their lawful authority.

5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY ADMINISTRATOR. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the County Administrator.
6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year, commencing at 8:00 a.m., Monday, June 6, 2016, and expiring as of Midnight, June 5, 2017, unless earlier terminated under other provisions of this agreement or by operation of law.

7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered renewed unless extended in writing by mutual agreement of the parties. If it is the County Administrator's intention not to renew this agreement, the County Administrator will attempt to give EMPLOYEE three (3) months advance written notice of the intent not to renew this agreement, provided, however, that failure to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond the expiration date of this agreement. The County Administrator may extend EMPLOYEE's employment on a month-to-month basis for a period not to exceed 3 months, pending renewal of this agreement.

8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at all times observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.

9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall not at any time or in any manner, either during the term of this agreement or thereafter, either directly or indirectly divulge, disclose or communicate to any person any confidential information gained in the performance of EMPLOYEE's duties except as otherwise required or compelled by law.

10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval of the County Administrator.

11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from 8:00 a.m. to 5:00 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a condition of employment a job to perform and shall work such hours as are necessary to accomplish the tasks assigned to EMPLOYEE.

12. EVALUATION AND GOALS. At least annually, the County Administrator or his or her designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both EMPLOYEE and EMPLOYER.

13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in advance by statute, ordinance, or express written consent of EMPLOYER.

14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct compensation at a rate provided for in the Unilateral Pay Plan for the position occupied by the EMPLOYEE.

15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance with Rock County ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and procedures prior to incurring or claiming reimbursement for such expenses. It is expressly
understood that prior approval of the County Administrator is required for attendance at conferences held outside of Wisconsin and that attendance is further subject to the rules, regulations and ordinances applicable to managerial employees employed by the EMPLOYER.

16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the same terms as these are made available to non-represented managerial and professional employees of EMPLOYER.

17. VACATION. EMPLOYEE shall receive fifteen (15) days of vacation commencing with County hire date, June 6. Carry-over of unused vacation shall be allowed under such conditions as are contained in the Rock County Personnel Policy.

18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER’s deferred compensation program(s) and Section 125 Flexible Spending Account, at EMPLOYEE’s option and to the extent permitted by law.

19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days’ written notice to the County Administrator. Any such notice, once accepted by the County Administrator, may not be withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for EMPLOYEE’s resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to EMPLOYEE upon resignation, provided sufficient notice as required above is received.

20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER’S RIGHT TO TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under this agreement may be suspended, by the County Administrator at any time during its term, in the sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and including discharge.

21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County Administrator and be accomplished by the County Administrator.

22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS. EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.

23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE’s duties and obligations.

24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly understood and agreed that in the event of any dispute between the parties, arising under this agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.

26. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof. Any prior employment agreement between the parties, together with any extension or renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this agreement effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their respective signatures, as indicated below.

FOR EMPLOYER:

Date: ____________________________

Josh Smith, Rock County Administrator

BY EMPLOYEE:

Date: ____________________________

Brent Sutherland, Facilities Management Director

WITNESS:

Date: ____________________________
RECOGNIZING HONORABLE RICHARD WERNER FOR SERVICE TO DRUG COURT

WHEREAS, on May 13, 1996, Judge Werner was sworn in as judge of Branch 6 of the Rock County Circuit Court; and,

WHEREAS, Rock County started its Drug Treatment Court in April 2007; and,

WHEREAS, Judge Werner became the Drug Court Judge in November 2007; and,

WHEREAS, with Judge Werner’s dedication and leadership, the Rock County Drug Court has saved lives and improved public safety by stopping the cycle of addiction for participants and helping them become productive members of society; and,

WHEREAS, while presiding over Drug Court, Judge Werner saw 243 individuals successfully complete the program and 20 drug free babies born to mothers going through the program; and,

WHEREAS, in March 2015, Judge Werner became the Presiding Judge for Rock County; and,

WHEREAS, Judge Werner stepped down from being the Drug Court Judge on December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this day of , 2016, does hereby recognize the Honorable Richard Werner for his eight years of service and leadership to Rock County’s Drug Treatment Court.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

Mary Beayer, Chair

Brian Knudson

Henry Brill, Vice Chair

Terry Fell

Phil Owens
RESOLUTION NO. 16-58-033
AGENDA NO. 9.8.

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

Criminal Justice Coordinating Council
INITIATED BY

Public Safety & Justice Committee
SUBMITTED BY

Elizabeth Pohlman McQuillen/National Association of Drug Court Professionals (NADCP)
DRAFTED BY

April 18, 2016
DATE DRAFTED

PROCLAIMING MAY 2016 DRUG COURT MONTH

1. WHEREAS, drug courts and other treatment courts have served over 1.4 million individuals; and,

2. WHEREAS, they are now recognized as the most successful criminal justice intervention in our nation’s history; and,

3. WHEREAS, they save up to $27 for every $1 invested and produce up to $13,000 for every individual they serve; and,

4. WHEREAS, 75% of treatment court graduates will never see another pair of handcuffs; and,

5. WHEREAS, treatment courts significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at less expense than any other justice strategy; and,

6. WHEREAS, treatment courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and,

7. WHEREAS, there are now 2,966 drug courts and other treatment courts nationwide; and,

8. WHEREAS, drug courts and other treatment courts are the cornerstone of criminal justice reform sweeping the nation; and

9. WHEREAS, treatment courts demonstrate that when one person rises out of substance use and crime, we all rise; and,

10. WHEREAS, the time has come to put a Drug Court within reach of every eligible person in need; and,

11. WHEREAS, Rock County started its Drug Court in April 2007, and has had 518 total participants and 250 successful graduates as of April 15, 2016; and,

12. WHEREAS, Rock County started its Veterans Court in September 2009, and has had 59 total participants and 33 successful graduates as of April 15, 2016.

13. WHEREAS, Rock County started its OWI Court in October 2012, and has had 53 total participants and 21 successful graduates as of April 15, 2016.

Now, Therefore, be it resolved that the Rock County Board of Supervisors duly assembled this ___ day of __________, 2016, does hereby declare that a “Drug Court Month” be established during the month of May 2016.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

[Signatures]

Mary Beaver, Chair
Brian Knudson

Harry Brill, Vice Chair
Terry Fell

Phil Owens
RESOLUTION

TO RECOGNIZE ROCK COUNTY FOSTER FAMILIES

WHEREAS, the family, serving as the primary source of love, learning, self-esteem and nurturing, is the very foundation of our communities; and,

WHEREAS, being a Foster Parent requires specialized training, the ability to work cooperatively with service providers, and personal qualities which include: flexibility, tolerance, patience, humor and an understanding of the unique challenges of working within the child welfare system; and,

WHEREAS, in Rock County there are more than 125 children and youth in foster care being provided with a safe, secure and stable home due to the compassion and nurturing of a Foster Family or Relative Care Provider; and,

WHEREAS, 61 Rock County Foster Families, who open their homes and hearts to children and families who are in crisis, play a vital role in helping them heal and reunify or launching children into successful adulthood; and,

WHEREAS, Foster Families also frequently adopt and offer permanency to foster children, resulting in a continuous need for more Foster Families; and,

WHEREAS, there are numerous individuals, and public and private organizations who work to increase public awareness of the needs of children in and leaving foster care, in addition to, the enduring and valuable contribution of foster parents, and the foster care “system” is only as good as those who choose to be a part of it; and,

WHEREAS, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to recognize the significance of Foster Families in our county for their dedication to the families and children of Rock County.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, duly assembled this ______day of __________, 2016, does hereby recognize Rock County Foster Families for the dedicated and compassionate service they provide.

BE IT FURTHER RESOLVED that the County Clerk be authorized and directed to furnish a copy of this resolution to the Rock County Foster Care Unit Supervisor for sharing with Licensed Rock County Foster Families and with staff.
Respectfully Submitted,

HUMAN SERVICES BOARD

Brian Knudson, Chair
Sally Jean Weaver-Landers
Karl Dommershausen
Terry Fell
Linda Garrett

Ashley Kleven
Kathy Schulz
Terry Thomas
Shirley Williams
TO RECOGNIZE LEE PETERSON

WHEREAS, Lee Peterson has served the citizens of Rock County for over eighteen (18) years as a dedicated and valued employee of Rock County; and,

WHEREAS, Ms. Peterson began her career on May 26, 1998 as a Social Worker in the Child Protective Services Division. She started in a float position and within three months was hired as an ongoing worker. During her time served, she has enjoyed working with families as she liked developing professional relationships with the families that she served and was truly amazed by her client’s abilities to make the changes that were needed despite the tremendous obstacles they were faced with. She found herself developing a great deal of respect for the families she worked with as they were very adaptable to making the needed changes to ensure their children’s safety. Ms. Peterson found that her work in Ongoing was a “leveling experience.” Practicing in Ongoing was likely Ms. Peterson’s greatest passion. She worked in Ongoing for approximately 10 years and was promoted to an Ongoing Supervisor in 2008. She became a leader within her team and within the division. She found that the art of supervising CPS staff was having the ability to promote professional growth while always pointing out her staff’s strengths as well as areas of needed improvement. Ms. Peterson transitioned to an Access/Initial Assessment Supervisor in 2014. She thought of this transition as “moving out of her comfort zone as a comfort zone can be a dead zone.” She believed it was never too late to learn a new set of skills. She indicated that she found this type of work to be “fascinating, difficult and rich work.” She enjoyed her supervisory team which brought all sorts of knowledge and skills to the table. In this supervisory role, Ms. Peterson showed a high degree of adaptability and willingness to assist her colleagues as much as she possibly could. She had a commitment to her colleagues and she will be remembered for her kindness and her willingness to assist others throughout CPS; and,

WHEREAS, Ms. Peterson went into the Profession of Social Work after raising her own children. She attended college as a nontraditional student as she wanted to advocate for those that did not have a voice. Ms. Peterson also had spent a lot of time volunteering in her community which also sparked her interest with going into the Social Work field. Ms. Peterson has always felt a strong need to challenge herself and has definitely demonstrated her ability to master many areas within CPS; and,

WHEREAS, Ms. Peterson has demonstrated through her actions her belief in the mission of the Social Work profession; rooted in core values to include: service delivery, social justice, dignity & self-worth, importance of human relationships, integrity and competence; and,

WHEREAS, Ms. Peterson has proven herself to be a dedicated and outstanding employee, serving on behalf of Rock County residents, and will be retiring from Rock County Department of Human Services on Friday, June 3, 2016; and,

WHEREAS, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to recognize Lee Peterson for her achievements and significant contributions to the citizens of Rock County and her lifelong and faithful service.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, duly assembled this ________ day of ________, 2016, does hereby recognize Lee Peterson for her 18 years of service and extend best wishes to her in her future endeavors; and,

BE IT FURTHER RESOLVED, that the County Clerk be authorized and directed to furnish a copy of this resolution to Lee Peterson.
Resolution to Recognize Lee Peterson
Page 2

HUMAN SERVICES BOARD

Brian Knudson, Chair

Sally Jean Weaver-Landers, Vice Chair

Karl Dommershausen

Terry Fell

Linda Garrett

Ashley Kleven

Kathy Schulz

Terry Thomas

Shirley Williams

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas
TO RECOGNIZE MICAELEA BROETZMANN

WHEREAS, Micaela Broetzmann has served the citizens of Rock County for over fifteen (15) years as a dedicated and valued employee of Rock County; and,

WHEREAS, Ms. Broetzmann began her career on February 19, 2001 as an Ongoing Case Manager in the Child Protective Services Division where she worked for three years. While in that role Ms. Broetzmann maintained an ongoing caseload with the goal of achieving permanency and safety for families. Then in 2004, she began providing case management services in the Economic Support Division. While in that role, she assisted residents with accessing resources and benefits, and provided case management services to promote and maintain her client’s wellbeing. She worked there for five years before returning to the Child Protective Services Division. For the last seven years, Ms. Broetzmann has worked within the Access and Initial Assessment Units establishing relationships with community members, other professionals and families to influence and promote positive change within Rock County; and,

WHEREAS, Ms. Broetzmann initially entered into the social work field with a desire to work with the juvenile population, however, her career quickly evolved into working with entire families, including their formal and informal support systems. She embraces the concept of establishing relationships to empower others with the ultimate goal of influencing better outcomes for not only our families, but our community as a whole; and,

WHEREAS, Ms. Broetzmann is resigning from Rock County, but will continue in the field of social work by providing training and support to her colleagues throughout the state of Wisconsin; and,

WHEREAS, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to recognize Ms. Broetzmann for her achievements and significant contributions to the citizens of Rock County and faithful service.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, duly assembled this ___ day of ______, 2016, does hereby recognize Micaela Broetzmann for her 15 years of service and extend best wishes to her in her future endeavors; and,

BE IT FURTHER RESOLVED, that the County Clerk be authorized and directed to furnish a copy of this resolution to Micaela Broetzmann.
HUMAN SERVICES BOARD

Brian Knudson, Chair

Sally Jean Weaver-Landers, Vice Chair

Karl Dommershausen

Terry Fell

Linda Garrett

Ashley Kleven

Kathy Schulz

Terry Thomas

Shirley Williams

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas
RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

Kathren Sukus
INITIATED BY

Public Safety and Justice
SUBMITTED BY

Kathren Sukus, Director
DRAFTED BY

May 4, 2016
DATE DRAFTED

RECOGNIZING MICHLE MCMAHON

WHEREAS, Michele McMahon has been a loyal and dedicated employee for Rock County for over twenty-two (22) years; and,

WHEREAS, Michele McMahon was hired as a telecommunicator for the newly formed county-wide consolidated 911 Center on December 27, 1993; and,

WHEREAS, Michele was promoted to the position of shift supervisor on February 11, 2008; and,

WHEREAS, during her career, Michele received several commendations from her supervisors and user agencies for her calm, professional demeanor during critical incidents as well as her impeccable work ethic; and,

WHEREAS, Michele took also took it upon herself to make the Communications Center an enjoyable place to work by coordinating various activities during National Telecommunicator Week and the holiday seasons; and,

WHEREAS, Michele McMahon will retire from public service on May 25, 2016; and,

WHEREAS, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to recognize Michele McMahon for her valuable contributions to the citizens and public safety user agencies of Rock County.

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this day of , 2016, does hereby recognize Michele McMahon for her twenty-two (22) years of service and wishes to express their sincere appreciation on behalf of Rock County along with best wishes for the future.

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

Mary Beaver, Chair

Henry Brill, Vice Chair

Terry Fell

Brian Knudson

Phillip Owens
COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas
RESOLUTION NO. 16-58-038
AGENDA NO. 12-A-1-1(1)

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

Josh Smith
INITIATED BY

General Services Committee
SUBMITTED BY

Randy Terronez
DRAFTED BY

May 10, 2016
DATE DRAFTED

TRANFERRING CENTRAL DUPLICATING AND MAIL FUNCTIONS
AND STAFF FROM THE FACILITIES MANAGEMENT DEPARTMENT
TO THE FINANCE DEPARTMENT AND AMENDING THE 2016 BUDGET

WHEREAS, the General Services Department was renamed the Facilities Management
Department per Resolution 16-3B-517 in order to reflect an increased focus on facilities
management; and,

WHEREAS, transferring the central duplicating and mail operations from the Facilities
Management Department to the Finance Department are logical next steps towards the focus of the
Facilities Management Department on its role of managing facilities.

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly
assembled this _____ day of ________________, 2016 does hereby approve the transfer of the
central duplicating and mail operation functions from the Facilities Management Department to the
Finance Department effective June 6, 2016.

BE IT FURTHER RESOLVED, that 1.0 FTE Administrative Assistant and 0.4 FTE Printing
Services Coordinator be transferred from the Facilities Management Department to the Finance
Department.

BE IT FINALLY RESOLVED, that the Facilities Management Department and Finance
Department 2016 budgets be amended as follows:

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</tbody>
</table>
Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jason Heidenreich, Vice Chair

David Homag

Bob Yeomans

Jeremy Zajac

FINANCE COMMITTEE

Mary Mawhinney, Chair

Sandra Kraft, Vice Chair

Mary Beaver

Absent

Brent Fox

J. Russell Podzilni

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Betty Jo Bussie

Eva Arnold

Mary Mawhinney

Alan Sweeney

Henry Brill

Louis Peer

Terry Thomas
FISCAL NOTE:
This resolution approves moving the Central Duplicating and Mail functions and staff as well as the applicable budget from the Facilities Management Department to the Finance Department. No fiscal impact to the County’s bottom line.

Sherry Oja
Finance Director

LEGAL NOTE:
The County Board is authorized to take this action pursuant to §§ 59.01, 59.51 and 59.22(2), Wis. Stats. As an amendment to the adopted 2016 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(3)(a), Wis. Stats.

Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:
Recommended.

Josh Smith
County Administrator
Transfer of Central Duplicating and Mail Functions
From the Facilities Management Department to the Finance Department
And Amending the 2016 Budget

Executive Summary

In March, the County Board of Supervisors approved the name change of the General Services Department to the Facilities Management Department and aided the department director recruitment process by making it clearer to potential applicants, the responsibilities of the department.

The March resolution noted that the County’s investment in its facilities is significant. The department manages nearly 1.2 million square feet of space valued at about $285 million. In 2016 the department’s budget totaled nearly $5 million and included 22.6 FTE staff.

This resolution continues the focus of the department on facilities by transferring the functions of central duplicating and mail to the Finance Department. This action would also transfer 1.0 FTE Administrative Assistant and 0.40 FTE Printing Services Coordinator positions.
RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

PUBLIC WORKS COMMITTEE
INITIATED BY
May 16, 2016

PUBLIC WORKS COMMITTEE
SUBMITTED BY
May 17, 2016

AUTHORIZING ACCOUNTING OFFICE POSITION CHANGES
FOR THE DEPARTMENT OF PUBLIC WORKS

1. WHEREAS, the Department of Public Works (DPW) is analyzing its operations for creating efficiencies and improvements; and,

2. WHEREAS, the Department has engaged a consultant, Matrix Consulting Group (Matrix) to assist in that task; and,

3. WHEREAS, Matrix and DPW management staff have identified and recommended changes to accounting processes and accounting staff to improve the operation; and,

4. WHEREAS, it is recommended to create a new Cost Allocation Specialist position and delete an existing Account Clerk II position in the DPW accounting office and the Account Clerk II position is now vacant; and,

5. WHEREAS, there have been vacancies in the administrative portion of the DPW resulting in salary cost savings enough to cover the additional costs of the new, higher paid position.

6. NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this _____ day of ___________, 2016 does hereby authorize creation of a Cost Allocation Specialist and deletion of the current Account Clerk II position at DPW; and,

7. BE IT FURTHER RESOLVED, that the Department may hire sufficient temporary staff to accomplish the work of the accounting office until such time as the processes and duties are being reconfigured and a new employee is hired.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

_________________________
Betty Jo Bussie, Chair

_________________________
Brent Fox, Vice Chair

_________________________
Eva Arnold

_________________________
Brenton Driscoll

_________________________
Rick Richard
COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice-Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Allan Sweeney

Terry Thomas

FISCAL NOTE:

This resolution authorizes the deletion of a 1.0 FTE Account Clerk II position, creation of a 1.0 FTE Cost Allocation Specialist position and the hiring of temporary staff as necessary before the new position is filled. There are sufficient funds in the DPW’s budget due to vacancies to fund these changes.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to §59.22(2), Wis. Stats.

Jeffrey S. Kuglitsch
Corporation Counsel
- Executive Summary -

The 2016 budget for the Department of Public Works included money to study the Department’s operations and hire a consultant. Matrix Consulting Group (Matrix) was hired for that assignment. Matrix has released its report and recommendations. In the administration area, Matrix has recommended several process improving suggestions, including changing the duties of the Department’s Account Clerk II once an automated time reporting process is put into place. Department staff have been working on either improving current computer systems or finding new programs for that function.

The Account Clerk II position’s duties involve extensive data entry of employee time sheets. It also backs up the Department’s existing Cost Allocation Specialist’s duties as needed. Matrix has recommended elevating the Account Clerk to a Cost Allocation Specialist with higher level tasks and responsibilities. Management staff, including the County Administrator, have reviewed these recommendations with the Public Works Committee and it was the consensus to proceed with this position change. The Account Clerk II position is currently vacant, so it appears that this is a good time to make any adjustments. The former Account Clerk II is now the DPW’s Secretary.

While the functions of the accounting office of DPW have not been fully studied and decided, the duties of the position in question will not likely change in the short term. However, if there were to be someone in this position at the lower level at the time of implementation of the recommended upgrade, that person would have to be laid off and compete for the new position, if interested. If this new position is authorized by this resolution, there is a possibility that it will be left unfilled for a while and the Department would hire outside temporary help to do the data input functions of the Account Clerk II position. Other duties of the position will be temporarily redistributed among other administrative staff.

This resolution authorizes creation of a new higher level Cost Allocation Specialist position and eliminating an existing Account Clerk II position. It also authorizes DPW to hire temporary help, if deemed necessary, to complete the time sheet data entry portion of the Clerk’s duties until such time as new automated time reporting processes and software are in place. No additional funds are being requested at this time due to salary savings for other positions in the administrative area of the Department.
RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

SUPERVISOR RICK RICHARD
INITIATED BY

JEFFREY S. KUGLITSCH
DRAFTED BY

JUNE 24, 2015
REVISED: APRIL 25, 2016
DATE DRAFTED

COUNTY BOARD STAFF
COMMITTEE
SUBMITTED BY

REQUESTING THE STATE LEGISLATURE TO TAKE STEPS TO ENACT A CONSTITUTIONAL AMENDMENT REGARDING UNFUNDED MANDATES

WHEREAS, the County of Rock is concerned with the negative impacts unfunded state mandates have on the services provided by local governments, including counties, and with the fiscal impacts they have on local taxpayers; and

WHEREAS, the priorities and programs of citizens of local government are often curtailed when limited local funds must be diverted to pay for unfunded state mandates; and

WHEREAS, many in state government rightly oppose unfunded federal mandates on the states, yet the state continues to provided new unfunded mandates on local governments; and

WHEREAS, with the current levy limits imposed upon counties, these unfunded mandates put an oppressive burden on county budgets; and

WHEREAS, some other states have enacted laws that if a proposed mandate increases costs to the local governments, before the legislature approves that act, a new funding source to pay for the new mandate must be provided; and

WHEREAS, such action would improve accountability to taxpayers and voters and represents a common sense reform that both statewide and local constituents are demanding.

NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors in session this 12th day of May, 2016 that they encourage the Wisconsin State Legislature to take steps to adopt a constitutional amendment to restrict the power of the legislature to mandate requirements upon local governments.

BE IT FURTHER RESOLVED THAT a provision similar to the following be proposed as a state constitutional amendment:

No bill enacted by the legislature requiring a local government to establish, expand or modify a duty or activity that requires the expenditure of revenue by the local government shall be effective until and unless the legislature appropriates or otherwise provides for the payment or reimbursement, from a source other than the revenue of the local government, for the costs incurred for the biennium by the local government in complying with this requirement.

BE IT FURTHER RESOLVED THAT for the purposes of this constitutional amendment, local government would include county, city, town, village, technical college or school districts.

BE IT FURTHER RESOLVED THAT a copy of this resolution be sent to all Rock County state legislators, the Governor of the State of Wisconsin and the Wisconsin Counties Association.
Respectfully submitted:

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas

LEGAL NOTE:

Advisory only.

Jeffrey S. Kuglisich
Corporation Counsel

FISCAL NOTE:

No fiscal impact in and of itself.

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Matter of policy.

Josh Smith
County Administrator

Requesting amendment regarding unfunded mandates