

ROCK COUNTY, WISCONSIN



**NOTE: This is a Teleconference**

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

**ROCK COUNTY BOARD OF SUPERVISORS' MEETING  
THURSDAY, FEBRUARY 11, 2021 – 6:00 P.M.**

**WATCH VIA YOUTUBE:**

<https://www.youtube.com/channel/UCcGhCAgg7M8721fnSaYU29Q/>

If you are interested in providing public comments on items on this agenda, you must submit your comments by noon on Thursday, February 11, 2021. To submit public comment use the following link: <https://www.co.rock.wi.us/public-comment-request>. At this meeting, the County Board will allow live public comment up to a total of 40 minutes.

**AMENDED 2/9/21**

**Agenda**

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CONSENT AGENDA
  - A. ADOPTION OF AGENDA
  - B. APPROVAL OF MINUTES – January 28, 2021
  - C. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
    - 1) Appointments to the Arrowhead Library System Board
  - D. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
    - 1) Recognizing Kenneth McMillan
  - E. OTHER
    - 1) Awarding Contract for the Purchase of Monitors to be Installed in Conference and Meeting Rooms at the “Dr. Daniel Hale Williams Resource Center” Located at 1717 Center Ave
    - 2) Accepting the 2021 EPCRA Planning Grant and Approving the 2021 Local Emergency Planning Committee Budget
    - 3) Creating a 1.0 FTE Nutrition Program Assistant for the Council on Aging Nutrition Program and Amending the 2021 Council on Aging Budget
    - 4) Accepting 2021 Wisconsin Land Information Program Strategic Initiative Grant Funds and Amending the 2021 Land Records Budget
    - 5) Authorizing Purchase from AVI-Midwest

**ROCK COUNTY BOARD OF SUPERVISORS**

**FEBRUARY 11, 2021**

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5. PUBLIC HEARING
6. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
7. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
  - A. Confirmation of Appointment of Nursing Home Administrator
  - B. Confirmation of Appointment of Health Officer**
8. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
  - A. Recognizing Rock County Assistant District Attorney Scott Dirks
9. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
10. REPORTS
11. NEW BUSINESS
  - A. SUPPLEMENTARY APPROPRIATIONS AND BUDGET CHANGES - ROLL CALL
  - B. CONTRACTS – ROLL CALL
  - C. Asking Governor Tony Evers to Include an Inflationary Increase to Utility Aid Payments in the 2021-2023 Budget Proposal
  - D. EXECUTIVE SESSION:** Per Section 19.85(1)(g), Wis. Stats. Conferring with Legal Counsel Concerning Strategy to be Adopted by the Board Regarding Litigation in which it is, or is Likely to Become Involved.
12. ADJOURNMENT

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail [countyadmin@co.rock.wi.us](mailto:countyadmin@co.rock.wi.us) at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

*COUNTY, WISCONSIN*  
*Office of the Rock County Clerk*  
*51 South Main Street*  
*Janesville, WI 53545*



*Office: (608) 757-5660*  
*Fax: (608) 757-5662*  
[www.co.rock.wi.us](http://www.co.rock.wi.us)

*Lisa Tollefson, Rock County Clerk*

PROCEEDINGS OF THE  
 ROCK COUNTY BOARD OF SUPERVISORS

Janesville, Wisconsin  
 January 28, 2021

The Rock County Board of Supervisors met, pursuant to adjournment on January 14, 2021, at 6:00 p.m. in the Courthouse at Janesville, Wisconsin.

Chair Rich Bostwick called the teleconference meeting to order. Supervisor Beaver gave the invocation.

3. Roll Call.

At roll call, Supervisors Aegerter, Beaver, Bomkamp, Pam Bostwick, Brien, Davis, Fox, Gustina, Homan, Knudson, Leavy, Lokrantz, Mawhinney, Mulligan, Peer, Podzilni, Potter, Rashkin, Richard, Rynes, Schulz, Sweeney, Taylor, Wilde, Williams, Wilson, Yeomans and Rich Bostwick were present.

PRESENT – 28. ABSENT – 0. VACANT – 1.

QUORUM PRESENT

4. CONSENT AGENDA

A. ADOPTION OF AGENDA

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CONSENT AGENDA

A. ADOPTION OF AGENDA

B. APPROVAL OF MINUTES – January 14, 2021

C. NOMINATIONS, APPOINTMENTS AND CONFIRMATION

1) Appointment as an Alternate to the Criminal Justice Coordinating Council (CJCC)

Position: Alternate Member of the Criminal Justice Coordinating Council (CJCC)

New Appointment: Deputy Chief Terrence Sheridan

Effective: January 28, 2021

2) Appointment to the Blue Ribbon Commission on Organizational Excellence

Position: Member of the Blue Ribbon Commission on Organizational Excellence

New Appointment: Supervisor Bill Wilson

Effective: January 28, 2021

3) Appointment to the Finance Committee

Position: Member of the Finance Committee

New Appointment: Supervisor Rich Bostwick

Effective: January 28, 2021

4) Appointment to the County Board Staff Committee

Position: Member of the County Board Staff Committee

New Appointment: Supervisor Wes Davis

Effective: January 28, 2021

5) Appointment to the Chair of County Board Staff Committee

Position: Chair of the County Board Staff Committee

New Appointment: Supervisor Rich Bostwick

Effective: January 28, 2021

6) Appointment to the Arrowhead Library System Board  
Position: Member of the Arrowhead Library System Board  
New Appointment: Supervisor Bill Wilson  
Effective: January 28, 2021

D. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS

E. OTHER

1) Approving Plat of Survey to Transfer Existing Right of Way on CTH M  
Resolution No. 21-1B-172

NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021 to transfer excess right-of-way to the adjacent property owners in accordance with the attached plat. BE IT FURTHER RESOLVED, that Rock County Corporation Counsel draft a quit claim deed, and authorize the County Board Chair to execute the quit claim deed and file with the Register of Deeds to transfer lands to the adjacent property owners.

2) Approve Relocation Order for CTH J (Turtle Creek Bridge B-53-0011)  
Reconstruction Project Resolution No. 21-1B-173

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021, in accordance with Wisconsin State Statute 32.05, does hereby approve the Relocation Order and related TLE Acquisition Exhibit for the above referenced project; and BE IT FURTHER RESOLVED, that the Rock County Public Works Committee and Director of Public Works are authorized to enter negotiations for said interests and make minor modifications to the Relocation Order or TLE Acquisition Exhibit that may become necessary during negotiations, and; BE IT FURTHER RESOLVED, that said Relocation Order and TLE Acquisition Exhibit shall be filed within twenty (20) days of adoption or modification with the County Clerk and at the Public Works Department.

3) Awarding Contract for Carpet Replacement at Rock County Courthouse  
Resolution No. 21-1B-174

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021, and awards a contract to replace carpet at the Rock County Courthouse in the amount of \$30,000.00, to Halverson Flooring of Janesville, WI.

4) Awarding Contract for the Installation of Fiber Optic Line to the Dr. Daniel Hale  
Williams Rock County Resource Center Resolution No. 21-1B-175

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021, awards the contract for installation of fiber optic line at the new Dr. Daniel Hale Williams Rock County Resource Center in the amount of \$47,514.00, to CableCom, LLC of Glendale, WI per State Contract #395002-M21-0510347-000-01.

5) Authorizing Agreement with Town of Milton for the Acquisition and Sale of Tax  
Delinquent Property Located at 11554 N Donald Dr Sec 6-4-13 in the Town of  
Milton, in Accordance with Section 75.365 of the Wisconsin Statutes

Resolution No. 21-1B-179

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021, that the County Board Chair and County Clerk are hereby authorized to enter into the attached Agreement with the Town of Milton for the acquisition and sale of the property located in the Tow of Milton and described as 11554 N DONALD DR SEC 6-4-13, Milton, Wisconsin, (Rock County Tax ID Number 026 066030) more particularly

described as,

**“LP: 11554 N DONALD DR SEC 6-4-13 PT NE, ¼ MAPLE BEACH 5<sup>TH</sup> SUB L8 B4”**

5. PUBLIC HEARING
6. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
7. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
8. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
9. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
10. REPORTS
  - A. COVID-19 Vaccinations for Rock Haven Staff
11. NEW BUSINESS
  - A. Supplementary Appropriations and Budget Changes - Roll Call
  - B. Contracts – Roll Call
  - C. Initial Resolution Authorizing General Obligation Bonds and/or Notes in an Amount not to Exceed \$3,255,000 for Highway Road Construction Capital Projects
  - D. Initial Resolution authorizing General Obligation Bonds and/or Notes in an Amount not to exceed \$17,875,000 for Facilities Capital Projects
  - E. Establishing a Policy Prohibiting Rock Haven from Requiring COVID-19 Vaccines for Staff
12. ADJOURNMENT

Chair Rich Bostwick asked for objections and questions on the items on the consent agenda. With no objections or questions, the items on the consent agenda were approved.

6. Citizen Participation, Communications and Announcements

Gail Sullivan, Ashley Kabor and Bob Buchanan spoke on concerns about Mandatory Vaccinations. The clerk read public comment concerning Mandatory Vaccinations for Rock Haven Staff submitted by: Sheila M. JaDouL, Lisa Cooley, Geralyn Kettermann, Theresa Talbert, Michelle Youderin, Coral S. Swanson, Mary Ann Sveom, Ronald Faust, Bill Mitchell, Abby Englert, Nicole Lemerand, Susan Smyth, Angel Rodriguez, Thomas Lang and Anna Schuette-Reid. Daleena Johnson submitted comment on selection of Nursing Home Administrator. Supervisor Aegerter read Land Acknowledgement Statement.
9. Introduction of New Ordinances or Resolutions by Supervisors for Referral to Appropriate Committee

Supervisor Richard submitted a resolution concerning Groundwater Nitrates. Supervisor Yeomans submitted a resolution concerning Utility Aid Payment.
- 10.A. REPORTS

COVID-19 Vaccinations for Rock Haven Staff – Sara Beran and Josh Smith
- 11.C. Initial Resolution Authorizing General Obligation Bonds and/or Notes in an Amount Notes in an Amount not to Exceed \$3,255,000 for Highway Road Construction Capital Projects Resolution No. 21-1B-176  
NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds and/or Notes in an amount not to exceed \$3,255,000 for highway construction and improvement projects.  
Supervisors Yeomans and Mawhinney moved the above resolution. ADOPTED on the following Roll call vote. Supervisors Aegerter, Beaver, Bomkamp, Pam Bostwick, Brien, Davis, Fox, Gustina, Homan, Knudson, Leavy, Lokrantz, Mawhinney, Mulligan, Peer, Podzilni, Potter, Rashkin, Richard, Rynes, Schulz, Taylor, Wilde, Williams, Wilson, Yeomans and Rich Bostwick voted in favor. Supervisor Sweeney – Absent (technical issues). AYES – 27. NOES – 0. Absent – 1. Vacant -1.

11.D. Initial Resolution authorizing General Obligation Bonds and/or Notes in an Amount not to exceed \$17,875,000 for Facilities Capital Projects Resolution No. 21-1B-177

NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds and/or Notes in an amount not to exceed \$17,875,000 for facilities construction and improvement projects.

Supervisors Mawhinney and Yeomans moved the above resolution. ADOPTED on the following Roll call vote. Supervisors Aegerter, Beaver, Bomkamp, Pam Bostwick, Brien, Davis, Fox, Gustina, Homan, Knudson, Leavy, Lokrantz, Mawhinney, Mulligan, Peer, Podzilni, Potter, Rashkin, Richard, Rynes, Schulz, Sweeney, Taylor, Wilde, Williams, Wilson, Yeomans and Rich Bostwick voted in favor. AYES – 28. NOES – 0. Absent – 0. Vacant -1.

11.E. Establishing a Policy Prohibiting Rock Haven from Requiring COVID-19 Vaccines for Staff Resolution No. 21-1B-178

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 28<sup>th</sup> day of January, 2021 does hereby establish a policy that effective January 28, 2021, Rock Haven may ~~not~~ require staff to receive ~~any~~ the COVID-19 vaccine or series of vaccines, but must allow accommodations under ADA, Civil Rights and Pregnancy Discrimination Acts.

BE IT FURTHER RESOLVED, that the County Board highly recommends the vaccine for all employees.

Supervisors Knudson and Rashkin moved the above resolution. Supervisor Aegerter and Rynes moved to amend the resolution changing line 9 as follows: **January 28, 2021, Rock Haven may ~~not~~ require staff to receive any COVID-19 vaccine or series of vaccines, but must allow accommodations under ADA, Civil Rights and Pregnancy Discrimination Acts.**

Supervisors Fox and Yeomans motioned to *Call the Question* to end debate. Motion to end debate failed on the following roll call vote. Supervisor Fox, Mulligan, Podzilni, Potter, Richard and Sweeney voted in favor. Supervisors Aegerter, Beaver, Bomkamp, Pam Bostwick, Brien, Davis, Gustina, Homan, Knudson, Leavy, Lokrantz, Mawhinney, Peer, Rashkin, Rynes, Schulz, Taylor, Wilde, Williams, Wilson, Yeomans and Rich Bostwick. AYES – 6. NOES – 22. Absent – 0. Vacant -1.

Amendment APPROVED on the following roll call vote. Supervisors Aegerter, Bomkamp, Brien, Davis, Homan, Lokrantz, Mulligan, Peer, Richard, Rynes, Sweeney, Wilde, Wilson, Yeomans and Rich Bostwick voted in favor. Supervisors Beaver, Pam Bostwick, Fox, Gustina, Knudson, Leavy, Mawhinney, Podzilni, Potter, Rashkin, Schulz, Taylor and Williams voted against. AYES – 15. NOES – 13. Absent – 0. Vacant -1.

Supervisor Brien and Gustina moved to reconsider the amendment. Supervisors Taylor and Wilde moved to *Call the Question* to end debate. Motion to end debate APPROVED on the following roll call vote. Supervisors Aegerter, Bomkamp, Pam Bostwick, Brien, Davis, Leavy, Lokrantz, Mawhinney, Mulligan, Peer, Podzilni, Rashkin, Rynes, Sweeney, Taylor, Wilde, Williams, Wilson, Yeomans and Rich Bostwick voted in favor. Supervisors Beaver, Fox, Gustina, Homan, Knudson, Potter, Richard and Schulz voted against. AYES – 20. NOES – 8. Absent – 0. Vacant -1.

Motion reconsidering the amendment FAILED on the following roll call vote. Supervisors Beaver, Pam Bostwick, Brien, Fox, Gustina, Knudson, Mawhinney, Podzilni, Potter, Rashkin, Richard, Schulz and Williams voted in favor. Supervisors Aegerter, Bomkamp, Rich Bostwick, Davis, Homan, Leavy, Lokrantz, Mulligan, Peer, Rynes, Sweeney, Taylor, Wilde, Wilson and Yeomans voted against. AYES – 13. NOES – 15. Absent – 0. Vacant – 1.

Amended resolution APPROVED on the following roll call vote. Supervisors Aegerter, Rich Bostwick, Bomkamp, Davis, Fox, Lokrantz, Mulligan, Peer, Richard, Rynes, Sweeney, Williams and Wilson voted in favor. Supervisors Podzilni, Taylor, Wilde and Yeomans voted against.

Supervisors Beaver, Pam Bostwick, Brien, Gustina, Homan, Knudson, Leavy, Mawhinney, Potter, Rashkin and Schulz abstained. AYES – 13. NOES – 4. ABSTAIN – 11. Absent – 0. Vacant -1.

12. Adjournment

Supervisors Bomkamp and Williams moved to adjourn at 11:15 p.m. to Thursday, February 11, 2021 at 6:00 p.m. ADOPTED by acclamation.

A handwritten signature in black ink, appearing to read 'LME', with a long horizontal flourish extending to the right.

Prepared by Lisa Tollefson, County Clerk  
NOT OFFICIAL UNTIL APPROVED BY THE COUNTY BOARD.

**APPOINTMENT TO ARROWHEAD LIBRARY SYSTEM BOARD**

**POSITION:** Member of the Arrowhead Library System Board

**AUTHORITY:** Wis. Stats. 43.19 and County Board Resolution 73-7-64

**TERM:** Term Ending December 31, 2023

**PER DIEM:** Yes, Per Board Rule IV.J.

**PRESENT MEMBER:** Annette Smith  
Stephanie Aegerter

**CONFIRMATION:** Yes, by County Board of Supervisors

**NEW APPOINTMENT:** Annette Smith  
Stephanie Aegerter

**EFFECTIVE DATE:** February 11, 2021

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

**General Services Committee**  
INITIATED BY

**General Services Committee**  
SUBMITTED BY



**Brent Sutherland-Director  
Facilities Management**  
DRAFTED BY

**January 26, 2021**  
DATE DRAFTED

**Recognizing Kenneth McMillan**

1 **WHEREAS**, Kenneth Mc Millan has served the citizens of Rock County in total for the past 21 years as a  
2 dedicated and valued employee, and is retiring effective January 15, 2021, and;  
3

4 **WHEREAS**, Kenneth Mc Millan began his career with Rock County Facilities Management on June 28,  
5 2000 as a Mechanical Maintenance Worker III and later promoted to Mechanical Maintenance worker IV  
6 which was responsible for Health Care Center and Rock Haven Nursing home, and;  
7

8 **WHEREAS**, Kenneth Mc Millan has worked through several leadership changes and managed them well,  
9 and;  
10

11 **WHEREAS**, Kenneth Mc Millan has many talents but excels in carpentry, and;  
12

13 **WHEREAS**, Kenneth Mc Millan has shown his wiliness to step up and help when ever needed at any  
14 location, and;  
15

16 **WHEREAS**, Kenneth Mc Millan assisted the Judges needs by listening to them and built a bullet resistant  
17 bench for the Jury assembly room that exceeded their expectations for a fraction of the cost to purchase new,  
18 and;  
19

20 **WHEREAS**, Kenneth Mc Millan will start the new chapter in his life and will be missed by many, and;  
21

22 **WHEREAS**, the Rock County Board of Supervisors representing the citizens of Rock County, wishes to  
23 recognize Kenneth Mc Millan for his long, dedicated and faithful service.  
24

25 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors at its regular meeting  
26 this \_\_\_\_ day of \_\_\_\_\_, 2021, directs that a sincere expression of recognition be given to Kenneth  
27 McMillan for his 21 years of service and expresses to him best wishes for the future.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

/s/Robert Potter  
Robert Potter, Chair

\_\_\_\_\_  
Rich Bostwick, Chair

/s/Tom Brien  
Tom Brien, Vice Chair

\_\_\_\_\_  
Wes Davis, Vice Chair

/s/Dave Homan  
Dave Homan

\_\_\_\_\_  
Tom Brien

/s/Brent Fox  
Brent Fox

\_\_\_\_\_  
Kevin Leavy

/s/William Wilson  
William Wilson

\_\_\_\_\_  
Bob Yeomans

\_\_\_\_\_  
J. Russell Podzilni

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

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Mary Beaver

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

The General Services Committee  
INITIATED BY



Brent Sutherland- Director-  
Facilities Management  
DRAFTED BY

The General Services Committee  
SUBMITTED BY

January 26, 2021  
DATE DRAFT

1

**Awarding Contract for the Purchase of Monitors to be Installed in Conference and Meeting Rooms at the “Dr. Daniel Hale Williams Rock County Resource Center” located at 1717 Center Ave**

1 **WHEREAS**, 47 monitors ranging in size from 65” to 82” will be installed in the conference/ meeting  
2 rooms at the newly renovated “Dr. Daniel Hale Williams- Rock County Resource Center” located at 1717  
3 Center Ave, and;

4  
5 **WHEREAS**, the need to conduct meetings with staff being remote as well as onsite has been  
6 demonstrated frequently during this COVID pandemic, and;

7  
8 **WHEREAS**, these monitors will be providing Rock County an efficient way to conduct business with  
9 internal staff as well as external agencies, and;

10

11 **WHEREAS**, Facilities Management and Information Technology Departments have been working  
12 together to develop a platform for all Rock County owned facilities to help support Audio Visual  
13 equipment needs for Rock County staff to hold meetings allowing integration with the County Software  
14 and equipment, and;

15

16 **WHEREAS**, Rock County has partnered with AVI Systems Inc. of Madison WI to provide guidance and  
17 support for the Rock County platform audio and visual technology related to conference / meeting room  
18 equipment, and;

19

20 **WHEREAS**, AVI Systems Inc. holds the State bid DOA contract #505ENT-M18-AudioVideo-01 for the  
21 purchase of this equipment.

22

23 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled  
24 this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and awards a contract for the purchase of 47  
25 monitors and wall mount hardware in the amount of \$57,163.00 to AVI Systems Inc of Madison, WI.

Respectfully submitted,

General Services Committee:

/s/Robert Potter  
Robert Potter, Chair

/s/Tom Brien  
Tom Brien, Vice Chair

/s/William Wilson  
William Wilson

/s/Dave Homan  
Dave Homan

/s/Brent Fox  
Brent Fox

Awarding Contract for the Purchase of Monitors to be Installed in Conference and Meeting Rooms at the “Dr. Daniel Hale Williams Rock County Resource Center” located at 1717 Center Ave  
Page 2

LEGAL NOTE:

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

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

FISCAL NOTE:

This purchase is part of the 1717 Center Ave capital project. Therefore, the purchase will be funded with debt proceeds.

/s/Sherry Oja

Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

**ROCK COUNTY, WISCONSIN**

51 S. Main Street  
Janesville, WI 53545

**Facilities Management**

Facilities Maintenance  
(608) 757-5527  
(608) 757-5516 - Fax

## **Executive Summary**

**Awarding Contract for the Purchase of Monitors to be installed in Conference and Meeting Rooms at the “Dr. Daniel Hale Williams Rock County Resource Center” located at 1717 Center Ave**

The resolution before you authorizes contracting with AVI Systems Inc for the purchase of 47 monitors, ranging in size from 65” to 82”. They will be installed in conference / meeting rooms at the newly renovated “Dr. Daniel Hale Williams Rock County Resource Center” located at 1717 Center Ave location in the amount of \$57,163.

AVI System Inc holds the current state DOA contract for Audio Video equipment. The state contract number is 505ENT-M18-AudioVideo-01.

# Quote



AVI Systems Inc., 5201 Femrite Drive Madison, WI, 53718 | Phone: (608)221-8888, Fax: (608)221-9252

**Quote Number: 1043288**

Prepared For: County of Rock

**Attn: Brent Sutherland**

**Quote Date: January 21, 2021**

**Rock Co - Human Services Center - Displays & Mounts**

Prepared By: Nicholas Speaker

Phone: (608)807-1862

Email: nick.speaker@avisystems.com

## BILL TO

Attn: Brent Sutherland

County of Rock

51 S Main Street

Janesville, WI, 53545

Phone: (608)757-5515

Email: brent.sutherland@co.rock.wi.us

Customer Number: 2512

## SHIP TO

Attn: Brent Sutherland

Human Services Center

1717 Center Avenue

Janesville, WI, 53546

Phone: (608)757-5527

Email: brent.sutherland@co.rock.wi.us

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$57,162.72
Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$57,162.72</b>

The price quoted reflect a discount for a cash payment (i.e., check, wire transfer), credit card payment or other financing are subject to different pricing.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Quote.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

Per DOA Contract 505ENT-M18-AudioVideo-01.

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer. A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

Per DOA contract 505ENT-M18-AudioVideo-01.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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Per DOA contract 505ENT-M18-AudioVideo-01.

### CONFIDENTIAL INFORMATION

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The company listed in the "Prepared For" line has requested this confidential price quotation. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

### AGREED AND ACCEPTED BY

---

_____ Company	<u>AVI Systems, Inc.</u> _____ Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

### PRODUCTS AND SUPPORT DETAIL

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Pricing per DOA contract 505ENT-M18-AudioVideo-01: Samsung - 26%; Chief - 41%.  
No charge for shipping.

#### PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
QE82T	SAMSUNG	82IN QET SERIES STANDALONE MNTR DISPLAY CRYSTAL UHD 300NIT 16/7	4	\$3,924.00	\$2,903.76	\$11,615.04
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount Large	4	\$315.00	\$185.85	\$743.40
QE65T	SAMSUNG	65IN QET SERIES STANDALONE MNTR DISPLAY CRYSTAL UHD 300NIT 16/7	43	\$1,247.00	\$922.78	\$39,679.54
MTM1U	CHIEF	Micro-Adjust Tilt Wall Mount Medium	43	\$202.00	\$119.18	\$5,124.74
		<b>Sub-Total:</b>				<b>\$57,162.72</b>
		<b>Total:</b>				<b>\$57,162.72</b>

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Sheriff Troy Knudson  
INITIATED BY

Public Safety & Justice  
Committee  
SUBMITTED BY



Sergeant Shena Kohler  
DRAFTED BY

01/22/2021  
DATE DRAFTED

**Accepting the 2021 EPCRA Planning Grant  
and Approving the 2021 Local Emergency Planning Committee Budget**

1 **WHEREAS**, the Rock County Sheriff’s Office - Emergency Management Bureau oversees the annual  
2 budget of the Local Emergency Planning Committee (LEPC); and,  
3

4 **WHEREAS**, the State of Wisconsin has awarded the County of Rock – Local Emergency Planning  
5 Committee the 2021 Emergency Planning and Community Right – to - Know Act (EPCRA) Planning  
6 Grant in the amount of \$36,516; and,  
7

8 **WHEREAS**, the 2021 EPCRA Planning Grant will be used to maintain operations of the LEPC  
9 functions in Federal Fiscal Year 2021.  
10

11 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly  
12 assembled this \_\_\_\_\_ day of \_\_\_\_\_ 2021, accepts the 2021 EPCRA Planning Grant award and  
13 approves the 2021 Local Emergency Planning Committee Budget as follows:  
14

<u>Account/Description</u>	<u>Budget 01/01/2021</u>	<u>Increase (Decrease)</u>	<u>Budget</u>
<b><u>Source of Funds</u></b>			
21-2560-2021-42200 State Aid	\$0	\$36,516	\$36,516
<b><u>Use of Funds</u></b>			
21-2560-2021-62119 Contracted Services	\$0	\$21,000	\$21,000
21-2560-2021-62210 Telephone	\$0	\$2,525	\$2,525
21-2560-2021-63100 Office Supplies	\$0	\$1,600	\$1,600
21-2560-2021-63101 Postage	\$0	\$100	\$100
21-2560-2021-63104 Printing and Duplicating	\$0	\$150	\$150
21-2560-2021-63300 Travel	\$0	\$3,400	\$3,400
21-2560-2021-63904 Policing and First Aid	\$0	\$1,053	\$1,053
21-2560-2021-64200 Training Expenses	\$0	\$2,000	\$2,000
21-2560-2021-64203 Educational Materials	\$0	\$2,000	\$2,000

49				
50	21-2560-2021-68000	\$0	\$2,688	\$2,688
51	Cost Allocations			

Respectfully submitted,

**Public Safety and Justice Committee**

/s/Mary Beaver  
Mary Beaver, Chair

/s/Brian Knudson  
Brian Knudson, Vice Chair

/s/Jacob Taylor  
Jacob Taylor

/s/Ron Bomkamp  
Ron Bomkamp

/s/Danette Rynes  
Danette Rynes

**Finance Committee Endorsement**  
Reviewed and approved on a vote of

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

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.51(19), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

FISCAL NOTE:

This grant accepts and authorizes the expenditure of \$36,516 in state aid for LEPC expenses. No matching funds are required.

/s/Sherry Oja

Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

**Accepting the 2021 EPCRA Planning Grant and  
Approving the 2021 Local Emergency Planning Committee Budget**

**EXECUTIVE SUMMARY**

The Rock County Local Emergency Planning Committee (LEPC) operates under Rock County Emergency Management through state funding received annually to cover operating costs. Annually, Rock County Emergency Management submits for the Emergency Planning and Community Right-to-Know Act (EPCRA) Planning Grant under Wisconsin Emergency Management Guidance. As required under the EPCRA Planning Grant, Rock County Emergency Management serves the LEPC in accordance with Wisconsin requirements, including the control of the annual LEPC budget. The 2021 LEPC budget operates on the Federal Fiscal Year (FFY) schedule, thus operating from October 1<sup>st</sup>, 2020 to September 30<sup>th</sup>, 2021.

The State of Wisconsin has awarded the Rock County LEPC \$36,516 to operate in the 2021 FFY. State aid received through the award is used to sustain LEPC operations and manage offsite facility plans for Rock County facilities and farms that are in possession of hazardous chemicals.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Paula Schutt COA Director  
INITIATED BY



Paula Schutt, COA Director

Education, Veterans  
And Aging Committee  
SUBMITTED BY

January 22, 2021  
Date Drafted

**Creating a 1.0 FTE Nutrition Program Assistant for the Council on Aging  
Nutrition Program and Amending the 2021 Council on Aging Budget**

1 **WHEREAS**, the Rock County Council on Aging operates a Senior Nutrition Program Monday through  
2 Friday to provide hot meals to Rock County residents over 60; and  
3

4 **WHEREAS**, the Council on Aging Nutrition Program has operated with 1.4 FTE since 2014; and  
5

6 **WHEREAS**, since 2014 there has been more than a 300% increase in home delivered meals ordered  
7 through the program; and  
8

9 **WHEREAS**, this increase is accredited in large part to population growth of residents age 60 and over in  
10 Rock County; and  
11

12 **WHEREAS**, it has become increasingly difficult for staff to effectively complete all the necessary tasks  
13 that keep the program running smoothly; and  
14

15 **WHEREAS**, in CY 2020 the Nutrition Program received \$371,588 in COVID Relief Funding; and  
16

17 **WHEREAS**, instructions were received to spend down the COVID funding before traditional funding  
18 was spent; and  
19

20 **WHEREAS**, this has left a carryover of approximately \$350,000 for CY 2021; and  
21

22 **WHEREAS**, the Council on Aging Director is requesting the addition of a 1.0 FTE Nutrition Program  
23 Assistant for the Nutrition Program. The new positions would be placed in Range 7 on the unilateral pay  
24 grid with a pay range of \$37,270 – \$45,414.  
25

26 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
27 this \_\_\_\_\_ day of \_\_\_\_\_, 2021 does hereby authorize creation of a 1.0 FTE Nutrition  
28 Program Assistant within the Council on Aging.  
29

30 **BE IT FURTHER RESOLVED** that the Council on Aging 2021 budget be amended as follow:  
31

<u>Account/ Description</u>	<u>Budget at 01/01/21</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Source of Funds</u>			
30-3904-0000-46400/ Nutrition Program Funding	76,716	59,793	136,509
<u>Use of Funds</u>			
30-3904-0000-61100 Wages	82,216	37,460	119,586
30-3904-0000-61400 FICA	6,290	2,866	9,156
30-3904-0000-61510 Retirement	5,550	2,528	8,078
30-3904-0000-61610 Health Insurance	54,667	16,466	71,133
30-3904-0000-61620 Dental Insurance	-0-	473	473



## Executive Summary

The Rock County Council on Aging operates a Senior Nutrition Program, serving Rock County residents age 60 and over. Since 2014, the program has functioned with one 1.0 staff and one .4 staff. The senior population in Rock County is growing rapidly. Census charts indicate that between 2020 and 2025, residents age 60 and over will increase by just over 10,000. Between 2025 and 2030 they will increase another 8,200. There are 25,734 total households with one or more persons age 60+.

Since 2014, the number of meals served by the Rock County Nutrition Program has increased by over 300%. With this increase and the effects of the COVID pandemic, it has become increasingly difficult for staff to do all that is required to operate the Nutrition Program and stay in compliance with all the regulations required by the Older Americans Act.

In CY2020, The Nutrition Program received additional funding in the amount of \$371,588 as a result of Covid Relief Funding. Government stipulations required that the excess funding be spent down before the regular funding. This has left a carryover of approximately \$350,000 for CY2021. It is highly possible that carryover funding will be allowed for CY 2022 as well.

To effectively operate the Nutrition Program, The Council on Aging Director is requesting the addition of new position for the Nutrition Program. The new position would be placed in Range 7 on the unilateral pay grid with a pay range of \$37,270 – \$45,414. The title would be Nutrition Program Assistant.

## Rock County Profile of Persons Ages 65 and Older

Source: U.S. Census, American Community Survey, 2015-2019 Estimate

Households with Older Members	Wisconsin	Rock County
<b>Total number of households</b>	<b>2,358,156</b>	<b>64,739</b>
Households with one or more people 60 years and over:	911,644	25,734
<i>Percent with a member age 60+</i>	38.7%	39.8%
Households with one or more people 65 years and over:	668,819	18,646
<i>Percent with a member age 65+</i>	28.4%	28.8%
<small>Source: U.S. Bureau of the Census, American Community Survey, 2015-19 Five-year Estimates, Tables B11006 and B11007, 1/2021</small>		

Age Group Estimates	Wisconsin	Rock County
<b>Total Population - All Ages, All Races</b>	<b>5,790,716</b>	<b>162,152</b>
60+	1,341,829	37,087
65+	953,571	26,139
75+	403,421	11,079
85+	125,495	3,118
<i>% 60+</i>	23.2%	22.9%
<i>% 65+</i>	16.5%	16.1%
<i>% 75+</i>	7.0%	6.8%
<i>% 85+</i>	2.2%	1.9%
Males age 65+	432,812	11,567
<i>Males as percent of 65+ population</i>	45.4%	44.3%
Females age 65+	520,759	14,572
<i>Females as percent of 65+ population</i>	54.6%	55.7%
<small>Source: U.S. Bureau of the Census, American Community Survey, 2015-19 Five-year Estimates, Table B01001, 1/2021</small>		

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Land Information Office  
INITIATED BY



Michelle Schultz, Land Information Officer  
DRAFTED BY

Planning & Development Committee  
SUBMITTED BY

January 19, 2021  
DATE DRAFTED

### Accepting 2021 Wisconsin Land Information Program Strategic Initiative Grant Funds and Amending the 2021 Land Records Budget

1 **WHEREAS**, 1989 Wisconsin Act 31 and 1989 Wisconsin Act 339 created a statewide Land  
2 Information Program for the purpose of facilitating land records modernization in each county in  
3 Wisconsin; and,  
4

5 **WHEREAS**, the Rock County Board of Supervisors established a Land Information Office in 1990  
6 for the purpose of directing and supervising Rock County's Land Information Program and Land  
7 Information System; and,  
8

9 **WHEREAS**, County Land Information Offices are eligible for Strategic Initiative grants.  
10 Wisconsin Statute Section 16.967(7) authorizes Strategic Initiative Grants for the purpose of  
11 addressing statutory directives; and,  
12

13 **WHEREAS**, these funds will be used to assist the County in the completion and integration of the  
14 Public Land Survey System Monuments located within the County; and,  
15

16 **WHEREAS**, the Rock County Land Information Office has been awarded a \$50,000 Strategic  
17 Initiative Grant from the Wisconsin Land Information Program; and,  
18

19 **WHEREAS**, these funds will be used in a manner consistent with Grant directives and the Rock  
20 County Land Information Plan.  
21

22 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly  
23 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021 to authorize the acceptance of \$50,000 of WLIP  
24 grant funds; and,  
25

26 **BE IT FURTHER RESOLVED**, that the 2021 Land Records Budget be amended as follows:  
27

<u>Account No.</u>	<u>Budget at</u>	<u>Increase</u>	<u>Amended</u>
<u>Description</u>	<u>1/19/2021</u>	<u>(Decrease)</u>	<u>Budget</u>
<u>Source of Funds:</u>			
10-1726-2021-42200/ State Aid	0	50,000	50,000
<u>Use of Funds:</u>			
10-1726-2021-62119 Other Contracted Services	0	50,000	50,000

**Accepting 2021 Wisconsin Land Information Program Strategic Initiative Grant Funds  
and Amending the 2021 Land Records Budget**

Page 2

Respectfully submitted,

**PLANNING & DEVELOPMENT COMMITTEE**

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

\_\_\_\_\_  
Wayne Gustina, Vice-Chair

\_\_\_\_\_  
Wes Davis

\_\_\_\_\_  
J. Russell Podzilni

\_\_\_\_\_  
Robert Potter

**FINANCE COMMITTEE ENDORSEMENT**

Reviewed and approved on a vote of

\_\_\_\_\_.

\_\_\_\_\_  
Mary Mawhinney, Chair      Date

**Accepting 2021 Wisconsin Land Information Program Strategic Initiative Grant Funds  
and Amending the 2021 Land Records Budget**

Page 3

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/ Richard Greenlee

Richard Greenlee  
Corporation Counsel

FISCAL NOTE:

This resolution accepts \$50,000 in state aid for WLIP Initiatives. No county matching funds are required.

/s/Sherry Oja

Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

**Executive Summary**

**Accepting 2021 Wisconsin Land Information Program Strategic Initiative Grant Funds and Amending the 2021 Land Records Budget**

Each County Land Information Office is eligible for Strategic Initiative Grant funds from the Wisconsin Land Information Program.

These funds are to be used for the purpose of addressing statutory directives, the County will use these funds to assist in the completion and integration of the Public Land Survey System Monuments located within the County;

Funds will be used consistent with grant directives and the Rock County Land Information Plan.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee  
INITIATED BY



Amanda Lagle  
DRAFTED BY

Finance Committee  
SUBMITTED BY

January 20, 2021  
DATE DRAFTED

**AUTHORIZING PURCHASE FROM AVI-MIDWEST**

1 **WHEREAS**, Rock County IT (Rock-IT) is requesting authorization of the purchase of Audio/Visual  
2 hardware for the Department of Public Works for the recently renovated conference room from AVI-  
3 Midwest; and,  
4

5 **WHEREAS**, this will include equipment, cabling and control system installation; and,  
6

7 **WHEREAS**, this was a 2021 budgeted capital project under the Department of Public works and approved  
8 with budget adoption; and,  
9

10 **WHEREAS**, this equipment is available from AVI-Midwest under State of Wisconsin DOA Contract  
11 505ENT-M18-AUDIOVIDEO-01.  
12

13 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
14 this \_\_\_\_\_ day of \_\_\_\_\_, 2021 to authorize the purchase of Audio / Visual Equipment from AVI-  
15 Midwest for an amount not to exceed \$70,000.

Respectfully submitted,

FINANCE COMMITTEE

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

\_\_\_\_\_  
Wes Davis, Vice Chair

\_\_\_\_\_  
Stephanie Aegerter

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

\_\_\_\_\_  
Richard Bostwick

AUTHORIZING PURCHASE FROM AVI-MIDWEST  
Page 2

FISCAL NOTE:

These purchases were included in the budget as part of the DPW office renovation project. The project is being funded by cash and expensed over time through depreciation.

/s/Sherry Oja

Sherry Oja  
Finance Director

LEGAL NOTE:

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

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

**Executive Summary**

Requesting the purchase of Audio/Visual hardware and services from the vendor AVI-Midwest for the Department of Public Works (DPW) recently renovated conference room at their facility at 3715 N Newville Road. The scope of this project is equipment, cabling, and control system installation & programming of all audio/video components in this space. Included in the proposal are design, project management, and post-install system support services by AVI-Midwest. Supporting power & data infrastructure will be provided by Rock County Facilities and Rock-IT. To be procured via budgeted funds in the DPW budget.

This resolution authorizes the Department of Public Works to purchase needed equipment for the conference room, not to exceed \$70,000

This equipment is available from AVI-Midwest under State of Wisconsin DOA Contract 505ENT-M18-AUDIOVIDEO-01.

# Retail Sales Agreement



AVI Systems Inc., 5201 Femrite Drive Madison, WI, 53718 | Phone: (608)221-8888, Fax: (608)221-9252

**Proposal Number: 998832**  
Prepared For: County of Rock  
**Attn: Brent Sutherland**

**Proposal Date: January 15, 2021**  
Rock Co - Department of Public Works - 127 -  
AV Upgrade

Prepared By: Nicholas Speaker  
Phone: (608)807-1862  
Email: nick.speaker@avisystems.com

## BILL TO

Attn: Brent Sutherland  
County of Rock  
51 S Main Street  
Janesville, WI, 53545  
Phone: (608)757-5515  
Email: brent.sutherland@co.rock.wi.us  
Customer Number: 2512

## SITE

Attn: Craig Hurda  
Rock County Public Works  
3715 Newville Road  
Janesville, WI, 53545  
Phone: (608)757-5515  
Email: craig.hurda@co.rock.wi.us

## COMMENTS

- Pricing Per DOA Contract 505ENT-M18-AUDIOVIDEO-01 (Chief 41% off list, Crestron 51% off list, Polycom DC6 21% off, QSC Speakers 28% off list, QSC Amplifiers/Related 32% off list, Samsung 25% off list, Shure Wireless 37% off list, Shure Amplifiers/Related 30% off list, Vaddio Cameras 23% off list, Vaddio Other 5% off list, Middle Atlantic 42% off list)
- No Charge for Shipping
- Quote valid until March 31, 2021

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$38,626.41
Integration	\$21,540.42
PRO Support	\$4,343.00
Shipping & Handling	\$1,458.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$65,967.83</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

---

Per DOA Contract 505ENT-M18-AUDIOVIDEO-01.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

**If Payment Method is ACH:** Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

---

Per DOA Contract 505ENT-M18-AUDIOVIDEO-01.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

---

Per DOA Contract 505ENT-M18-AUDIOVIDEO-01.

## AGREED AND ACCEPTED BY

---

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**  
\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## CONFIDENTIAL INFORMATION

---

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## SERVICES TO BE PROVIDED

---

### INTEGRATION SCOPE OF WORK

**A. SUMMARY:** AVI has been engaged to assist with budgeting, design, and integration of a large multifunction conferencing space that was recently remodeled in their Department of Public works building in Janesville, WI at 3715 N Newville Rd. This section details AVI Systems' scope of work for this project.

### B. SYSTEM DESCRIPTION:

#### DPW Large Conference Room 127

- Functionality Description:

This large 45'x 24'x 8'6" training/conference room will support a variety of meeting types including:

- All hands staff meetings with videoconferencing for attendance and participation from other locations.
- Board meetings incorporating videoconferencing.
- Small department meetings incorporating videoconferencing.

During large meetings, the room system will support local presentation on a large 98" display at the front of the room and will be duplicated to (2) 75" side displays on articulating mounts for improving sightlines of participants in the rear of the room. There will be a wall plate HDMI connection below the 98" display for content during these large presentations.

Remote participants will be supported using owner furnished (OFE) laptops and OFE web conferencing software. A USB wall plate connection at the front of the room will allow the user device to connect and utilize the room's cameras and audio system as a USB webcam and audio device.

Wireless microphones will be included for local audio reinforcement in the room (voice lift) as well as for sending presenter & audience audio to the far end of web conferences. Up to two presenters are supported using the one wireless lapel microphone and one handheld wireless microphone. Audience participants will be captured using a Catchbox throwable wireless microphone.

For smaller groups using the room, an HDMI wall plate below the 75" side display on the south wall will allow the group to orient themselves toward the display for a boardroom-like setup with presentation and conferencing. A standalone all-in-one video conferencing soundbar will be installed below the display that supports OFE laptops with OFE web conferencing software via USB. Content shared in this mode can be displayed on the 75" side display on the south wall only, or to the other room displays if desired.

The source and displays will be selected via a 10" touch panel installed at the front of the room on the wall.

- Displays:

- AVI Systems will provide and install a 98" Samsung Display on a Chief tilting wall mount on the west wall of the room at 48" from floor to bottom of display.
- AVI Systems will provide and install (2) 75" Samsung Displays on Chief articulating wall mounts on the south wall and north wall of this room at 48" from floor to bottom of display.
  - Rock Co. facilities to provide power, data, and backing at the appropriate locations.

- Source Devices:

- An HDMI wall plate transmitter will be installed on the west wall of the room below the 98" display. This input will allow for content to be sent to the 98" display only or to all displays at once.
- An HDMI wall plate transmitter will be provided on the south wall of the room below the 75" display. This input will allow for content to be sent to the 75" display only or duplicated to either or both of the other room displays.
- Note: The system will not allow for different content sources to be displayed at once on different displays.

- Audio:

- (8) QSC ceiling speakers will be installed in the suspended ceiling to provide good audio coverage throughout the space. These speakers will be used for presentation audio, far end conference participant audio (voice and content) and for voice lift from the wireless microphones. The speakers will be arranged into two zones to reduce the potential for audio feedback. A QSC amplifier will be installed to power the speaker zones.
- (3) wireless microphones will be provided:
  - (1) bodypack transmitter with lapel microphone.
  - (1) handheld transmitter.
  - (1) bodypack transmitter inside of a Catchbox microphone to capture audience participants. The Catchbox is a plush foam cube and is intended to be tossed to participants in the audience.
- Video Conferencing:
  - Two separate video conferencing methods will exist in the space:
    - A Vaddio RoboShot PTZ camera will be installed on the rear wall for capture of the presenter at the front of the room.
    - A 2x1 Vaddio AV Bridge peripheral will be installed to allow an OFE laptop to use the room's speakers, microphones and camera as a USB 2.0 webcam and audio device.
      - This AV Bridge will allow for the addition of a future camera to capture the audience from the front of the room
      - This peripheral works with Skype for Business, Teams and WebEx, among others. A USB wall plate connection for this use will be installed below the 98" display next to the HDMI input wall plate. The desired camera and its position will be selected from the touch panel at the front of the room.
    - A Poly Studio all-in-one video conferencing soundbar will be installed below the 75" secondary display on the south wall for small group use. Connection will be provided via a USB wall plate below the 75" display next to the HDMI input wall plate. This peripheral works with Skype for Business, Teams and WebEx, among others.
- Switching & Control:
  - A Crestron DMPS3-4K-150 video switcher with integrated control processor will be installed in the equipment rack for video routing and system control.
  - (1) Crestron TSW-760-B-S (black) touch panel controller coupled with the DMPS switcher will provide room control. The touch panel will be located on the west wall (exact location to be determined).
  - The touch panel will offer the following controls:
    - System Power On/Off
    - Source Selection (HDMI West Wall or HDMI South Wall)
    - Display Selection. (Send selected source to Front 98", Side 75" North, Side 75" South)
    - Program Volume Up/Down/Mute
    - Microphones Volume Up/Down/Mute (in-room voice lift)
    - Privacy Mute for Video Conference (mutes outgoing audio to conference).
    - PTZ Camera Controls for the Vaddio RoboShot 12E (Pan, Tilt, Zoom, Preset Recall, (Camera select for future use))
    - Camera selection.
- Equipment Location:
  - The equipment rack will be installed in the storage closet near the front of the room (southwest corner).

## User Orientation Scope

**Included** in every Project is our standard User Orientation. Specifically geared to the end-user, its purpose is to provide the necessary knowledge to confidently and comfortably operate the integrated system.

At AVI Systems, this is a critical element to the overall success of any project.

### Our Orientation includes:

- **System Overview**
- **Basic User Operation**
  - Includes a one-page laminated Quick Start guide
  - Paper copies for all attendees

- **Review of Selected Pro Support Plan**
  - How to contact AVI Support
- **A USB drive with electronic versions of:**
  - Final User Orientation Guide
  - All equipment manuals
  - As-builts CAD drawings
  - Manufacturer training documents or videos
  - Delivered after training with any revisions noted

Our User Orientation will be scheduled approximately one week after final commissioning. Our **Client Advocate** will contact you to set a time and review the details. Training will be approximately one hour at your location. The Client Advocate will also contact you 30 – 45 days after Orientation to check progress and develop an action plan if needed.

**C. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

**D. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

**E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

## **F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

## **G. KNOWLEDGE TRANSFER (TRAINING)**

- See scope above.

## **H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

## **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.

- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

**CUSTOMER CARE SERVICES TO BE PROVIDED**

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix			
Entitlement	Definition	System Support	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	

**CUSTOMER CARE DEFINITIONS**

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

**PRODUCTS AND SERVICES DETAIL****PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
		<b>Training Conference Room 127</b>				
QB98R	SAMSUNG	98IN 4K UHD LED LCD DISPLAY MNTR CEC COMPATIBILITY TIZEN 4.0	1	\$11,077.00	\$8,307.75	\$8,307.75
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount X-Large	1	\$373.00	\$220.07	\$220.07
QB75R	SAMSUNG	75IN COMMERCIAL 4K UHD LED MNTR LCD DISPLAY 350 NIT MANF VIETNAMCountry of Origin:	2	\$2,769.00	\$2,076.75	\$4,153.50
TS525TU	CHIEF	VNWeight: 108. THIN SWING ARM (LARGE)	2	\$566.00	\$333.94	\$667.88

7200-85830-001	POLYCOM	Polycom Studio: Audio/Video USB Soundbar, with auto-track 120-deg FOV 4K Camera, USB stereo speakerp	1	\$949.00	\$749.71	\$749.71
DMPS3-4K-150-C	CRESTRON	3-Series® 4K DigitalMedia™ Presentation System 150	1	\$5,000.00	\$2,450.00	\$2,450.00
DM-TX-4KZ-100-C-1G-B-T	CRESTRON	DigitalMedia 8G+® 4K60 4:4:4 HDR Wall Plate Transmitter, Black	2	\$1,000.00	\$490.00	\$980.00
DM-DA4-4K-C	CRESTRON	1:4 4K HDMI® to DM 8G+® & HDBaseT® Splitter	1	\$2,700.00	\$1,323.00	\$1,323.00
DM-RMC-4KZ-SCALER-C	CRESTRON	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	3	\$1,800.00	\$882.00	\$2,646.00
TSW-1070-B-S	CRESTRON	10.1 in. Wall Mount Touch Screen, Black Smooth	1	\$2,800.00	\$1,372.00	\$1,372.00
USB-EXT-2-LOCAL-1G-W	CRESTRON	USB over Category Cable Extender Wall Plate, Local, White	1	\$600.00	\$294.00	\$294.00
USB-EXT-2-REMOTE	CRESTRON	USB over Category Cable Extender, Remote	1	\$500.00	\$245.00	\$245.00
CORE110F-NA	QSC	DIGITAL,Q-SYS CORE 110f-NA,100-240V	1	\$3,340.00	\$2,271.20	\$2,271.20
QLXD24/SM58-J50A	SHURE	QLXD24/SM58 WIRELESS HANDHELD SYSTEM	1	\$1,249.00	\$786.87	\$786.87
QLXD14/85-J50A	SHURE	QLXD14/85 WIRELESS LAVALIER SYSTEM	1	\$1,345.00	\$847.35	\$847.35
QLXD14-J50A	SHURE	QLXD14 WIRELESS BODYPACK SYSTEM	1	\$1,216.00	\$766.08	\$766.08
MOD_CUSTC_CUSTG	CATCHBOX	Catchbox Mod	1	\$499.00	\$469.65	\$469.65
ACC_CABLE_SHURE	CATCHBOX	Cable with 4-pin mini-XLR (Shure)	1	\$19.00	\$17.88	\$17.88
UA844+SWB/LC	SHURE	ANTENNA/POWER DIST SYSTEM, LESS CABLE	1	\$499.00	\$349.30	\$349.30
UA850	SHURE	50' UHF Coaxial Antenna Cable	2	\$103.00	\$72.10	\$144.20
UA834WB	SHURE	JN-LINE ANTENNA AMPLIFIER 470-900MHZ	2	\$179.00	\$125.30	\$250.60
999-99600-100W	VADDIO	RoboSHOT 12E OneLINK HDMI SYS WHT	1	\$4,905.00	\$3,776.85	\$3,776.85
999-8250-000	VADDIO	AV Bridge 2x1 N/A	1	\$2,695.00	\$2,560.25	\$2,560.25
SPA2-200-NA	QSC	AMPLIFIER,SPA2-200- NA,100-240V, SPEAKER,AD-C6T- WH,6.5" CEILING, W/XFMR	1	\$685.00	\$465.80	\$465.80
AD-C6T-WH	QSC	18SP/20D RACK LESS RD W/ OPTION	8	\$217.00	\$156.24	\$1,249.92
ERK-1820LRD	MIDDLE ATLANTI	18SP ERK REAR RAIL OPTION	1	\$657.00	\$381.06	\$381.06
ERK-RR18	MIDDLE ATLANTI	CASTER BASE FOR ERK 20DP	1	\$64.00	\$37.12	\$37.12
CBS-ERK-20	MIDDLE ATLANTI	9 OUTS15A SERIES SURGE	1	\$250.00	\$145.00	\$145.00
PD-915R-SP	MIDDLE ATLANTI	1SP FLANGED ECONO BLANK	1	\$709.00	\$411.22	\$411.22
EB1	MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	4	\$12.00	\$6.96	\$27.84
U1V	MIDDLE ATLANTI	SG110D-08HP 8-Port PoE Gigabit Desktop Switch	2	\$61.00	\$35.38	\$70.76
SG110D-08HP-NA	CISCO	SNTC-8X5XNBD SG110D- 08HP 8-Port PoE Gigabit Desktop S	1	\$254.00	\$176.31	\$176.31
CON-SNT-SG110DUK	CISCO		1	\$13.00	\$12.24	\$12.24

**Sub-Total: Training  
Conference Room 127** **\$38,626.41**

**Integration**

Engineering & Drawings	\$4,165.00
Project Management	\$3,088.02
Programming	\$2,046.06
In Shop Fabrication	\$1,092.90
On Site Integration	\$4,703.50
Integration Cables & Connectors	\$3,469.84
Testing & Acceptance	\$2,975.10

**Sub-Total: Integration** **\$21,540.42**

**Total:** **\$60,166.83**

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
P1S14178	AVI SYSTEMS	Polycom Studio - One Year AVI Pro Support Standard (8-5 M-F)	1.0000	\$131.00	\$131.00
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$4,212.00	\$4,212.00

*Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.*

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Health Services Committee  
INITIATED BY

Health Services Committee  
SUBMITTED BY



Amy Spoden, Asst. HR Director  
DRAFTED BY

February 3, 2021  
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF NURSING HOME ADMINISTRATOR**

- 1 **WHEREAS**, the previous Nursing Home Administrator, left County employment on December 3, 2020; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Nursing Home Administrator; and,
- 4
- 5 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 6
- 7 **WHEREAS**, the County Administrator has appointed Natalie Rolling-Edlebeck, who has been recommended
- 8 by the Health Services Committee; and,
- 9
- 10 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled this
- 11 \_\_\_\_\_ day of \_\_\_\_\_, 2021, confirms the appointment of Natalie Rolling-Edlebeck, as Nursing Home
- 12 Administrator in accordance with the attached conditions of employment.

Respectfully Submitted,

HEALTH SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
Tom Brien, Chair

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Richard Bostwick, Chair

\_\_\_\_\_  
Mary Beaver, Vice Chair

\_\_\_\_\_  
Wes Davis, Vice Chair

\_\_\_\_\_  
Ron Bomkamp

\_\_\_\_\_  
Mary Beaver

\_\_\_\_\_  
Kevin Leavy

\_\_\_\_\_  
Tom Brien

\_\_\_\_\_  
Kathy Schulz

\_\_\_\_\_  
Kevin Leavy

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

\_\_\_\_\_  
J. Russell Podzilni

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Bob Yeomans

CONFIRMATION OF APPOINTMENT OF NURSING HOME ADMINSTRATOR  
Page 2

FISCAL NOTE:

Funds for this position are included in the 2021 Rock Haven personnel budget.

/s/Sherry Oja

Sherry L. Oja  
Finance Director

LEGAL NOTE:

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

/s/Richard Greenlee

Richard D. Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

# 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 Natalie Rolling-Edlebeck (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 Natalie Rolling-Edlebeck to serve as Rock Haven Nursing Home Administrator,

WHEREAS EMPLOYEE, whose current address is [REDACTED], [REDACTED] is able and willing to serve as Nursing Home Administrator;

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.

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53 6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year,  
54 commencing at 8:00 a.m., Monday, March 22, 2021, and expiring as of 11:59, March 21, 2022,  
55 unless earlier terminated under other provisions of this agreement or by operation of law.  
56

57 7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered  
58 renewed unless extended in writing by mutual agreement of the parties. If it is the County  
59 Administrator's intention not to renew this agreement, the County Administrator will attempt to give  
60 EMPLOYEE three (3) months advance written notice of the intent not to renew this agreement,  
61 provided, however, that failure to give such notice shall create no obligation on EMPLOYER to  
62 continue EMPLOYEE's employment beyond the expiration date of this agreement. The County  
63 Administrator may extend EMPLOYEE's employment on a month-to-month basis for a period not to  
64 exceed 3 months, pending renewal of this agreement.  
65

66 8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at  
67 all times observe and comply with all ethical obligations imposed or required by constitution, statute,  
68 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in  
69 such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the  
70 duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times  
71 devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the  
72 EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information  
73 gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.  
74

75 9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall  
76 not at any time or in any manner, either during the term of this agreement or thereafter, either directly  
77 or indirectly divulge, disclose or communicate to any person any confidential information gained in  
78 the performance of EMPLOYEE's duties except as otherwise required or compelled by law.  
79

80 10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to  
81 remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term  
82 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which  
83 is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance,  
84 subject to prior approval of the County Administrator.  
85

86 11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from  
87 8:00 a.m. to 5:00 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE  
88 shall have as a condition of employment a job to perform and shall work such hours as are  
89 necessary to accomplish the tasks assigned to EMPLOYEE.  
90

91 12. EVALUATION AND GOALS. At least annually, the County Administrator or his or her  
92 designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives  
93 for both EMPLOYEE and EMPLOYER.  
94

95 13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not  
96 have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly  
97 authorized in advance by statute, ordinance, or express written consent of EMPLOYER.  
98

99 14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay  
100 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,  
101 direct compensation at a rate provided for in the Unilateral Pay Plan for the position occupied by the  
102 EMPLOYEE.  
103

104 15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER  
105 shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in  
106 accordance with Rock County ordinances and regulations on reimbursement of expenses, provided  
107 that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and  
108 procedures prior to incurring or claiming reimbursement for such expenses. It is expressly

109 understood that prior approval of the County Administrator is required for attendance at conferences  
110 held outside of Wisconsin and that attendance is further subject to the rules, regulations and  
111 ordinances applicable to managerial employees employed by the EMPLOYER.  
112

113 16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in  
114 this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall  
115 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of  
116 EMPLOYER, on the same terms as these are made available to non-represented managerial and  
117 professional employees of EMPLOYER.  
118

119 17. VACATION. EMPLOYEE shall receive twenty (20) days of vacation on date of hire and  
120 annually on anniversary date, March 22. Carry-over of unused vacation shall be allowed under such  
121 conditions as are contained in the Rock County Personnel Policy.  
122

123 18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR  
124 TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall  
125 be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to  
126 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will  
127 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed  
128 to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible  
129 Spending Account, at EMPLOYEE's option and to the extent permitted by law.  
130

131 19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR  
132 RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to  
133 the County Administrator. Any such notice, once accepted by the County Administrator, may not be  
134 withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for  
135 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted  
136 by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to  
137 EMPLOYEE upon resignation, provided sufficient notice as required above is received.  
138

139 20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO  
140 TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under  
141 this agreement may be suspended, by the County Administrator at any time during its term, in the  
142 sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee  
143 of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and  
144 including discharge.  
145

146 21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;  
147 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County  
148 Administrator and be accomplished by the County Administrator.  
149

150 22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.  
151 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the  
152 requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any  
153 such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether  
154 EMPLOYEE consents thereto.  
155

156 23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or  
157 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is  
158 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and  
159 obligations.  
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161 24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are  
162 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.  
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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: \_\_\_\_\_

\_\_\_\_\_  
Natalie Rolling-Edlebeck, Nursing Home Administrator

**WITNESS:**

Date: \_\_\_\_\_

\_\_\_\_\_

RESOLUTION NO. 21-2A-189

AGENDA NO. 7.B(1)

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Board of Health Committee  
INITIATED BY

Board of Health Committee  
SUBMITTED BY



Amy Spoden, Asst. HR Director  
DRAFTED BY

February 8, 2021  
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF  
HEALTH OFFICER**

- 1 **WHEREAS**, the previous Health Officer, will leave County employment on February 15, 2021; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Health Officer; and,
- 4
- 5 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 6
- 7 **WHEREAS**, the County Administrator has appointed Katrina Harwood, who has been recommended by the
- 8 Board of Health Committee; and,
- 9
- 10 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled this
- 11 \_\_\_\_\_ day of \_\_\_\_\_, 2021, confirms the appointment of Katrina Harwood, as Health Officer in
- 12 accordance with the attached conditions of employment.

Respectfully Submitted,

BOARD OF HEALTH COMMITTEE

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
Louis Peer, Chair

\_\_\_\_\_  
Richard Bostwick, Chair

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Dr. Connie Winter, DDS, Vice Chair

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Wes Davis, Vice Chair

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Doug Wilde

\_\_\_\_\_  
Mary Beaver

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Shirley Williams

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Tom Brien

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Eric Gresens, R. PH

\_\_\_\_\_  
Kevin Leavy

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Dr. Kaitlyn Meyers, DVM, MPH

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Louis Peer

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Danette Rynes

\_\_\_\_\_  
J. Russell Podzilni

\_\_\_\_\_  
Dr. Vijaya Somaraju, MD, MPH, FACP

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Debra Kolste

\_\_\_\_\_  
Bob Yeomans

CONFIRMATION OF APPOINTMENT OF  
HEALTH OFFICER

Page 2

FISCAL NOTE:

Funds for this position were included in the 2021 budget.

/s/Sherry Oja

Sherry L. Oja  
Finance Director

LEGAL NOTE:

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

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

# 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 Katrina Harwood (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 Katrina Harwood to serve as Health Officer,

WHEREAS EMPLOYEE, whose current address is [REDACTED], [REDACTED] is able and willing to serve as Health Officer;

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, March 8, 2021, and expiring as of 11:59, March 7, 2022, unless earlier terminated under other provisions of this agreement or by operation of law.

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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.

111  
112 16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in  
113 this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall  
114 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of  
115 EMPLOYER, on the same terms as these are made available to non-represented managerial and  
116 professional employees of EMPLOYER.  
117

118 17. VACATION. EMPLOYEE shall receive fifteen (15) days of vacation on date of hire and  
119 annually on anniversary date, March 8. Carry-over of unused vacation shall be allowed under such  
120 conditions as are contained in the Rock County Personnel Policy.  
121

122 18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR  
123 TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall  
124 be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to  
125 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will  
126 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed  
127 to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible  
128 Spending Account, at EMPLOYEE's option and to the extent permitted by law.  
129

130 19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR  
131 RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to  
132 the County Administrator. Any such notice, once accepted by the County Administrator, may not be  
133 withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for  
134 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted  
135 by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to  
136 EMPLOYEE upon resignation, provided sufficient notice as required above is received.  
137

138 20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO  
139 TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under  
140 this agreement may be suspended, by the County Administrator at any time during its term, in the  
141 sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee  
142 of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and  
143 including discharge.  
144

145 21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;  
146 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County  
147 Administrator and be accomplished by the County Administrator.  
148

149 22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.  
150 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the  
151 requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any  
152 such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether  
153 EMPLOYEE consents thereto.  
154

155 23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or  
156 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is  
157 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and  
158 obligations.  
159

160 24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are  
161 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.  
162

163 25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly  
164 understood and agreed that in the event of any dispute between the parties, arising under this

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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: \_\_\_\_\_

\_\_\_\_\_  
Katrina Harwood, Health Officer

**WITNESS:**

Date: \_\_\_\_\_

\_\_\_\_\_

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

DISTRICT ATTORNEY  
DAVID J. O'LEARY

INITIATED BY

PUBLIC SAFETY & JUSTICE  
SUBMITTED BY



DAVID J. O'LEARY  
DRAFTED BY

JANUARY 20, 2021  
DATE DRAFTED

**RECOGNIZING ROCK COUNTY ASSISTANT DISTRICT ATTORNEY SCOTT DIRKS**

- 1 **WHEREAS**, Scott graduated in 1982 from Georgetown University with a Bachelor of Science, School of
- 2 Foreign Service; Scott taught English and Cultural Orientation to Cambodian and Vietnamese unaccompanied
- 3 minors at Phanat Nikhom Refugee Camp in Thailand in 1982; Scott earned his Masters of Arts in East Asian
- 4 Political History, University of Wisconsin, in 1986; and Scott earned his Juris Doctorate from UW in 1993; and
- 5
- 6 **WHEREAS**, Scott began his legal career by interning at Rock County DA's Office from 1992-1993; Scott was
- 7 subsequently hired as an Assistant District Attorney in the Rock County DA's Office in 1993; Scott has served as
- 8 the lead juvenile prosecutor in the DA office, as a general prosecutor and ended his career as one of the specially
- 9 trained prosecutors in child maltreatment cases to protect children who have been abused or sexually assaulted.
- 10
- 11 **WHEREAS**, Scott has served Rock County as an Assistant District Attorney since 1993 and intends to retire
- 12 with over 28 years of service to the citizens of Rock County; and
- 13
- 14 **WHEREAS**, Scott has served on the church council of Covenant Lutheran Church in Stoughton from 2006-2016,
- 15 and as council President 2014-2016; Scott has served on the Stoughton School District Board of Education 2010-
- 16 2018, board President 2016-2018; Scott volunteered to coach the Beloit FJ Turner High School's Mock Trial
- 17 team 2008-2017; and
- 18
- 19 **WHEREAS**, Scott has worked his entire career in order to make Rock County a better community; and Scott
- 20 will retire as an Assistant District Attorney for Rock County after 28 years of public service on March 1, 2021;
- 21
- 22 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled this
- 23 \_\_\_\_\_ day of \_\_\_\_\_, 2021, does hereby recognize Scott Dirks for his years of faithful service and
- 24 recommends that a sincere expression of appreciation be given to him along with best wishes for the future.
- 25
- 26 **BE IT FURTHER RESOLVED**, that the County Clerk be authorized and directed to furnish a copy of this
- 27 resolution to Rock County Assistant District Attorney Scott Dirks.

Respectfully submitted,

**PUBLIC SAFETY & JUSTICE COMMITTEE**

/s/Mary Beaver  
Mary Beaver, Chair

/s/Brian Knudson  
Brian Knudson, Vice Chair

/s/Jacob Taylor  
Jacob Taylor

/s/Ron Bomkamp  
Ron Bomkamp

/s/Danette Rynes  
Danette Rynes

RECOGNIZING ROCK COUNTY ASSISTANT DISTRICT ATTORNEY SCOTT DIRKS  
Page 2

COUNTY BOARD STAFF COMMITTEE

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Rich Bostwick, Chair

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J. Russell Podzilni

---

Wes Davis, Vice Chair

---

Alan Sweeney

---

Mary Beaver

---

Bob Yeomans

---

Tom Brien

---

Kevin Leavy

---

Louis Peer

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor Bob Yeomans  
INITIATED BY

County Board Staff Committee  
SUBMITTED BY



Corporation Counsel Richard Greenlee  
DRAFTED BY

January 15, 2021  
DATE DRAFTED

**ASKING GOVERNOR TONY EVERS TO INCLUDE AN INFLATIONARY INCREASE TO UTILITY AID PAYMENTS IN THE 2021-2023 BUDGET PROPOSAL**

1       **WHEREAS**, shared revenue utility aid payments help defray the cost to counties and  
2 municipalities of the services provided to the tax-exempt property owned by utility companies; and  
3

4       **WHEREAS**, these payments-in-lieu of taxes are also designed to partially compensate units of  
5 local government for the negative effects of air pollution, noise, traffic congestion, property maintenance,  
6 emergency services and land use limitations caused by the presence of utility property, and  
7

8       **WHEREAS**, the State of Wisconsin has typically retained about eighty percent of utility tax  
9 collections for use as General Purpose Revenue (GPR), rather than return those dollars to counties and  
10 municipalities where the utilities are located; and  
11

12       **WHEREAS**, from 2019 to 2020, the state collected \$351.4 million in utility taxes, but only  
13 returned \$75.6 million to local governments as utility aid; and  
14

15       **WHEREAS**, moreover, payments generated through the current utility aid formula have largely  
16 been stagnant, both as a percentage of tax collections and in the actual dollars distributed to counties and  
17 municipalities. Stagnant or declining aid results in a burdensome shift in taxes to owners of the remaining  
18 taxable property.  
19

20       **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly  
21 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021 hereby asks that the Governor Tony Evers include  
22 in his 2021-23 proposed budget a more fair and equitable return of utility tax collections to counties and  
23 municipalities as utility aid payments, including the addition of a inflationary increase built into the utility  
24 aid formula.

Respectfully submitted:

COUNTY BOARD STAFF

\_\_\_\_\_  
Rich Bostwick, Chair

\_\_\_\_\_  
Wes Davis, Vice Chair

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Tom Brien

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Alan Sweeney

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Kevin Leavy

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Bob Yeomans

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Louis Peer

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Mary Beaver

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J. Russell Podzilni

ASKING GOVERNOR TONY EVERS TO INCLUDE AN INFLATIONARY INCREASE  
TO UTILITY AID PAYMENTS IN THE 2021-2023 BUDGET PROPOSAL

Page 2

LEGAL NOTE:

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

/s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

FISCAL NOTE:

No fiscal impact in and by itself.

/s/Sherry Oja

Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

## Executive Summary

### **BACKGROUND FACTS—THE WISCONSIN DEPT. OF REVENUE COLLECTS UTILITY TAXES INSTEAD OF UTILITIES PAYING LOCAL PROPERTY TAXES. WHO PAYS WHAT AND HOW MUCH DOES DOR RETURN TO LOCAL GOVERNMENTS STATE TAXATION OF UTILITIES**

Based on Wisconsin Legislative Fiscal Bureau Informational Paper 9, 2017 and LFB Utility Tax Collection Data 2020 (September 2020 revised estimates), Public Utilities are subject to State taxation in lieu of local general property taxes.

The State collects taxes based on

- a) An Ad valorem tax based on assessed value of Company property
  - 1) Air Carrier companies (2019-20 tax collections \$0) **Utility PLT Payments 0**
  - 2) Conservation and Regulation Companies (\$268,319) **Utility PLT Payments 0**
  - 3) Municipal Electric Companies (\$4,444,548)
  - 4) Pipelines (\$44,513,183) **Utility PLT Payments 0**
  - 5) Railroad Companies (Deposited in the Transportation fund, \$ not reported) **PLT 0**
  - 6) Telephone Companies (\$66,173,269) **Utility PLT Payments 0**
  
- b) A tax or license fee based on gross revenues generated in Wisconsin
  - 1) Car Line Companies (furnishing or leasing car line equip to a RR) (\$205,187) **PLT 0**
  - 2) Electric Cooperative Associations (\$12,751,922)
  - 3) Municipal Light, Heat, and Power Companies (\$2,728,904)
  - 4) Private Light, Heat and Power Companies (\$225,411,443) **Total of 2,3,4 PLT \$77,832,012**

For all Ad valorem Utilities, a tax assessment is calculated by determining the full market value of the utilities taxable property and multiplying that value by a tax rate.

**Light, Heat and Power Companies carry the responsibility for All Payments in lieu of local general property taxes.**

In 1986, the basis of taxation for the light, heat, and power companies changed from Ad valorem to gross revenues.

**State payments to local governments in lieu of utility property taxes due local governments fail to adequately compensate those governments for the lost property taxes from the utilities.**