

**ROCK COUNTY BOARD OF SUPERVISORS' MEETING
THURSDAY, APRIL 26, 2018 – 6:00 P.M.**

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

Agenda

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – April 12, 2018
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. Appointment to the Transportation Coordinating Committee
 - B. Confirmation of Chair's Appointments to Committees, Commissions, and Boards
(Will be provided at the meeting)
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. Proclaiming Correctional Employees Week
 - B. Proclaiming Police Officer Week
 - C. Recognizing HSD Administrative Professionals
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
12. NEW BUSINESS
 - A. Supplementary Appropriations and Budget Changes - Roll Call
 - 1) 2017 Supplemental Appropriations and Budgetary Transfers
 - 2) Confirmation of Appointment of Nursing Home Administrator and Amending 2018 Budget
 - B. Contracts – Roll Call
 - 1) Awarding Contract to Construct an Agricultural Machinery Storage Building
 - 2) Retaining Architectural / Engineering Firm to Develop a Facilities Master Plan
 - C. Authorizing Application with Wisconsin Department of Natural Resources for Snowmobile Grant Funds
13. ADJOURNMENT

APPOINTMENT TO THE TRANSPORTATION COORDINATING COMMITTEE

POSITION: Member of the Transportation Coordinating Committee

AUTHORITY: County Board Resolution 13-1B-241

TERM: Unexpired Term Ending 12/31/2018

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

PRESENT MEMBER: Ryan Booth

CONFIRMATION: Yes, by County Board of Supervisors

APPOINTMENT: Javier Huerta
Mobility Manager
Rock County Council on Aging

EFFECTIVE DATE: April 26, 2018

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

SHERIFF ROBERT SPODEN
INITIATED BY



CMDR TROY KNUDSON
DRAFTED BY

PUBLIC SAFETY & JUSTICE
SUBMITTED BY

APRIL 11, 2018
DATE DRAFTED

PROCLAIMING CORRECTIONAL EMPLOYEES WEEK

1 **WHEREAS**, the State of Wisconsin has proclaimed May 6-12, 2018 as Correctional Employees Week,
2 to recognize the significant work and unique contributions of correctional employees; and,
3

4 **WHEREAS**, Rock County Correctional Employees demonstrate a selfless commitment to ensuring
5 public safety by the diligent supervision of sentenced and pretrial offenders and adjudicated juveniles;
6 and,
7

8 **WHEREAS**, the quality of life in Rock County is enhanced by the commitment of correctional
9 employees to restoring a portion of the County's citizenry to a more positive position in society by
10 providing offenders fair and impartial custody, treatment, nutrition, education and healthcare; and,
11

12 **WHEREAS**, as public servants, correctional employees dutifully perform their work with courage, pride
13 and true professionalism.
14

15 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Rock County Board of Supervisors
16 assembled this _____ day of _____, 2018 proclaim May 6-12, 2018 to be Correctional
17 Employees Week and call upon all our citizens to especially honor and show our appreciation for
18 correctional employees serving Rock County.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

Mary Beaver, Chair

Henry Brill, Vice Chair

Terry Fell

Brian Knudson

Phillip Owens

18-4C-001

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Sheriff Robert Spoden
INITIATED BY



Commander Erik Chellevoid
DRAFTED BY

Public Safety & Justice
SUBMITTED BY

April 11, 2018
DATE DRAFTED

PROCLAIMING POLICE OFFICER WEEK

- 1 **WHEREAS**, the State of Wisconsin has proclaimed May 13-19, 2018, as Police Officer Week, to
- 2 recognize the significant work and unique contributions of Law Enforcement Officers; and,
- 3
- 4 **WHEREAS**, Rock County Law Enforcement Officers demonstrate a selfless commitment to
- 5 safeguarding the rights and freedoms of Rock County; and,
- 6
- 7 **WHEREAS**, the quality of life in Rock County is enhanced by the commitment of Law Enforcement
- 8 Officers to ensure the safety of the County's citizenry by safeguarding life and property, by protecting
- 9 them against violence and disorder, by protecting the innocent against deception, and the weak against
- 10 oppression; and,
- 11
- 12 **WHEREAS**, as public servants, Rock County Law Enforcement Officers dutifully perform their work
- 13 with courage, pride, and true professionalism.
- 14
- 15 **NOW THEREFORE BE IT RESOLVED**, that the Rock County Board of Supervisors assembled this
- 16 day of 2018, proclaim May 13-19, 2018, to be Rock County Law Enforcement
- 17 Officers Week and call upon all our citizens to especially honor and show our appreciation for Law
- 18 Enforcement Officers serving Rock County.

18-4C-002

PUBLIC SAFETY & JUSTICE COMMITTEE

Mary Beaver, Chair

Henry Brill, Vice Chair

Terry Fell

Brian Knudson

Phillip Owens

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Human Services Board
INITIATED BY



Sara Mooren
DRAFTED BY

Human Services Board
SUBMITTED BY

April 6, 2018
DATE DRAFTED

RECOGNIZING HSD ADMINISTRATIVE PROFESSIONALS

- 1 **WHEREAS**, April 22-28, 2018 is observed as Administrative Professionals Week and April 25, 2018
- 2 is declared Administrative Professionals Day; and,
- 3
- 4 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wish
- 5 to commend the Administrative Professionals in the Rock County Human Services Department for
- 6 their excellence in administering services to the citizens of Rock County; and,
- 7
- 8 **WHEREAS**, the Human Services Department has a great number of administrative professionals in
- 9 all divisions throughout the Department, serving in a variety of positions and assisting every Rock
- 10 County Human Services program area; and,
- 11
- 12 **WHEREAS**, HSD administrative professionals have a wide array of responsibilities that are crucial to
- 13 the efficient functioning and smooth running of day-to-day operations; and,
- 14
- 15 **WHEREAS**, administrative professional positions in the Department include Accountants, Account
- 16 Clerks, Administrative Assistants, Application Support Specialists, Clerks, Clerk-Typists, Consumer
- 17 Financial Support Specialists, HSD Support Specialists, Information Processing Operators, Job Center
- 18 Support Specialists, Legal Stenographers, Medical Record Technicians, HSD Analysts, Release of
- 19 Information Technicians, Secretaries, and Word Processing Operators.
- 20
- 21 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
- 22 assembled this _____ of _____, 2018 commends all Rock County Human Services
- 23 Administrative Professionals for their diligent efforts which make possible the delivery of services to
- 24 the citizens of Rock County.
- 25
- 26 **BE IT FURTHER RESOLVED**, that the County Clerk be authorized and directed to furnish a copy
- 27 of this resolution to the Rock County Human Services Department.

18-4C-003

Respectfully Submitted,

HUMAN SERVICES BOARD

Brian Knudson, Chair

Ashley Kleven

Sally Jean Weaver-Landers, Vice Chair

Kathy Schulz

Terry Fell

Terry Thomas

Vacant

Shirley Williams

Vacant

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee _____
INITIATED BY



Sherry Oja, Finance Director
DRAFTED BY

Finance Committee _____
SUBMITTED BY

April 10, 2018
DATE DRAFTED

2017 SUPPLEMENTAL APPROPRIATIONS AND BUDGETARY TRANSFERS

1 **WHEREAS**, adjustments must be made to close the 2017 General Ledger; and,
2
3 **WHEREAS**, the Finance Committee has reviewed and approved the supplemental appropriations and
4 transfers.
5
6 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
7 assembled this _____ day of _____, 2018 does hereby amend the 2017 Budget as
8 follows:
9

<u>A/C DESCRIPTION</u>	<u>2017 BUDGET</u>	<u>CHANGE</u>	<u>AMENDED BUDGET</u>
<u>Source of Funds:</u>			
19-1921-0000-47010			
14 General Fund Application	2,247	999,971	1,002,218
<u>Use of Funds:</u>			
19-1912-0000-61710			
18 Worker's Compensation	195,000	130,547	325,547
19-1990-0000-64904			
21 Refund of Prior Years Rev	-0-	554,980	554,980
23 21-2100-0000-61210			
24 Sheriff-Overtime Wages	256,250	265,561	521,811
26 22-1200-0000-62125			
27 Circuit Courts Indigent Counsel Fees	150,000	48,883	198,883
<u>Source of Funds:</u>			
36-3605-0000-42100			
31 IM Consortium Federal Aid	3,126,632	624,836	3,751,468
<u>Use of Funds:</u>			
36-3605-0000-62119			
35 IM Consortium-Contracted Serv	3,126,632	624,836	3,751,468

18-4G-004

2017 SUPPLEMENTAL APPROPRIATIONS AND BUDGETARY TRANSFERS

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Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney, Chair

Sandra Kraft, Vice Chair

Mary Beaver

Brent Fox

J. Russell Podzilni

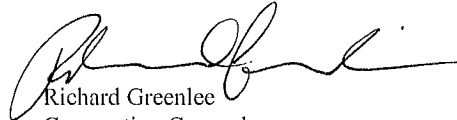
ADMINISTRATIVE NOTE:

Recommended,


Josh Smith
County Administrator

LEGAL NOTE:

As an amendment to the 2017 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.


Richard Greenlee
Corporation Counsel

FISCAL NOTE:

This resolution amends the 2017 Budget for those programs where expenses exceeded budget appropriations. To limit data entry and legal notice publication costs, only selected line items within programs were adjusted. The line items shown contain the net budget adjustment for the program and do not necessarily reflect the overage of that particular line item.


Sherry Oja
Finance Director

Executive Summary

Every April, as we finalize the closing of the books for the previous year, we identify programs where total expenses for the program exceeded total budget appropriations. This resolution adjusts the budgets for those programs. To limit data entry and legal notice publication costs, only selected line items for each program is adjusted. This adjustment is a net adjustment and does not necessarily reflect the overage of that particular line item.

The source of funds for these adjustments can come from recognizing the receipt of higher than expected revenues, transfers from the Contingency Fund, transfers from the Salary Reserve, or transfers from the General Fund.

This resolution shows a transfer of \$999,971 from the General Fund. This resolution is just a small snapshot of the 2017 books. It does not show all the programs that were under budget for the year. Even with the transfer from the General Fund per this resolution, we estimate the General Fund fund balance will stay consistent from 2016 to 2017.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Health Services Committee
INITIATED BY



Amy Spoden, Asst. Human Resource Dir.
DRAFTED BY

Health Services Committee
SUBMITTED BY

April 17, 2018
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF NURSING HOME ADMINISTRATOR AND
AMENDING 2018 BUDGET**

1 **WHEREAS**, the former Nursing Home Administrator resigned on November 30, 2017; and,
2
3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Nursing Home
4 Administrator; and,
5
6 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
7
8 **WHEREAS**, the County Administrator has appointed Clayton Kalmon, who has been recommended
9 by the Health Services Committee; and,
10
11 **WHEREAS**, Rock County has a contract with Pathway Health Services for interim nursing home
12 administrator services, which were supplied by Mr. Kalmon; and,
13
14 **WHEREAS**, under this contract, direct employment of Mr. Kalmon by Rock County requires a
15 payment to Pathway Health Services equal to 30% of his first-year salary; and,
16
17 **WHEREAS**, this payment is equal to the amount Rock County would have paid Pathway Health
18 Services under a separate contract that was under consideration to recruit potential nursing home
19 administrator candidates.
20
21 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
22 this _____ day of _____, 2018, confirms the appointment of Clayton Kalmon, as Nursing
23 Home Administrator in accordance with the attached conditions of employment
24
25 **BE IT FURTHER RESOLVED** that the 2018 Budget be amended as follows:

<u>A/C DESCRIPTION</u>	<u>2018 BUDGET</u>	<u>CHANGE</u>	<u>AMENDED BUDGET</u>
Source of Funds:			
32-8000-9500-46400			
31 Rock Haven Fund Balance	-0-	\$37,359	\$37,359
Use of Funds:			
32-8000-9500-62104			
35 Consulting Services	\$5,000	\$37,359	\$42,359

Respectfully Submitted,

HEALTH SERVICES COMMITTEE

Norvain Pleasant, Chair

Terry Fell

Brenton Driscoll

Vacant

Kara Hawes

18-4C-005

CONFIRMATION OF APPOINTMENT OF NURSING HOME ADMINISTRATOR AND
AMENDING 2018 BUDGET
Page 2

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Mary Mawhinney

Vacant, Vice Chair

Louis Peer

Vacant

Alan Sweeney


Henry Brill

Terry Thomas

Betty Jo Bussie

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator


FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of

Mary Mawhinney, Chair Date

LEGAL NOTE:

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


Richard Greenlee
Corporation Counsel

FISCAL NOTE:

Funding for the Nursing Home Administrator position was included in the 2018 budget. Per the resolution, the additional funds needed to close out the Pathway Health Services' contract will come from the Rock Haven fund balance.


Sherry Oja
Finance Director

COUNTY OF ROCK, WISCONSIN

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter referred to as "EMPLOYER") and Clayton Kalmon (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 Clayton Kalmon to serve as Nursing Home Administrator,

WHEREAS EMPLOYEE, whose current address is 1200 Adler Rd, Marshfield, WI 54449 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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6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year, commencing at 8:00 a.m., Monday, April 30, 2018, and expiring as of Midnight, April 29, 2019, unless earlier terminated under other provisions of this agreement or by operation of law.

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

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

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

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

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

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

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

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

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

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 commencing with
120 date of hire, April 30, 2018. Carry-over of unused vacation shall be allowed under such conditions
121 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.
160

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: _____

Clayton Kalmon, Nursing Home Administrator

WITNESS:

Date: _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Agriculture and Extension Education Committee
INITIATED BY



Nick Baker and Rich Bostwick
DRAFTED BY

Agriculture & Extension Education Committee
SUBMITTED BY

April 12, 2018
DATE DRAFTED

Awarding Contract to Construct an Agricultural Machinery Storage Building

1 **WHEREAS**, the Rock County Farm 2018 budget has an allotment with sufficient funds designated for
2 construction of a new agricultural machinery storage building; and,
3
4 **WHEREAS**, the building that had been in place was worn beyond repair and razed in March of 2018;
5 and,
6
7 **WHEREAS**, it has been determined that constructing a quality built post frame building as a replacement
8 will meet the needs of research and farming operations while being the most economically feasible
9 option; and,
10
11 **WHEREAS**, the Rock County Purchasing Division has solicited bids for a suitable replacement
12 Agricultural Machinery Storage Building and was able to find three suitable and acceptable quotes which
13 are attached, it has been determined by the committee the lowest bid successfully meets the storage needs
14 and is priced within the budget allotment.
15
16 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
17 this _____ day of _____, 2018, does hereby approve and authorize awarding a contract to
18 Walters Buildings, Allenton, WI, for the amount of \$66,336 to construct an Agricultural Machinery
19 Storage Building at the Rock County Farm.

18-4C-006

Respectfully submitted,

AGRICULTURE AND EXTENSION COMMITTEE

Richard Bostwick
Richard Bostwick, Chair

Wes Davis
Wes Davis, Vice Chair

Brenton Driscoll
Brenton Driscoll

Alan Sweeney
Alan Sweeney

Kara Hawes
Kara Hawes

FISCAL NOTE:

Sufficient funds were included in the 2018 budget for the construction of this building. This project is being funded by sales tax revenue.

Sherry Oja

Sherry Oja
Finance Director

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.

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
Josh Smith
County Administrator

Richard Greenlee
Richard Greenlee
Corporation Counsel

Executive Summary

Awarding Contract to Construct an Agricultural Machinery Storage Building

The Rock County Farm budget has sufficient funds dedicated to the construction of an Agricultural Machinery Storage Building. Bids have been solicited to find a suitable contractors to construct a building meeting the needs of the Rock County Farm.

Three successful bids were received for the building that will meet the needs of the Rock County farm, the purchase price was within the amount available in the budgeted building construction allotment and the selected bid was the lowest priced of the three acceptable bids.

It is recommended that awarding a contract for construction to Walters Buildings of Allenton WI for \$66,336.00 to build an Agricultural Machinery Storage Building at the Rock County Farm. The purchase will be made out of the Farm Capital Improvements Account with funds currently available.



BID SUMMARY FORM

BID NUMBER: 2018-14R - REBID
 BID NAME: AGRICULTURAL MACHINERY STORAGE BUILDING
 BID DUE DATE: APRIL 11, 2018 -- 1:30 P.M.
 DEPARTMENT: UW-EXTENSION

	WALTERS BUILDINGS ALLENTON WI	PAULSON KIMBALL JANESVILLE WI	MORTON BUILDINGS IXONIA WI
BASE BID	\$ 66,036.00	\$ 75,800.00	\$ 77,398.00
OPTIONAL PORCH POSTS	300.00	200.00	455.00
TOTAL BID	\$ 66,336.00	\$ 76,000.00	\$ 77,853.00
START DATE	6/4/18	6/18/18	7/22/18
COMPLETION	7/2/18	7/31/18	8/31/18

Invitation to Bid was advertised in the Janesville Gazette and on the Internet. Seven additional vendors were solicited that did not respond. One vendor submitted a bid that was non-compliant and did not meet the minimum bid specifications.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Walters Buildings

Nick Baber
SIGNATURE

4/12/18
DATE

GOVERNING COMMITTEE APPROVAL: [Signature]
CHAIR

5-0
VOTE

4/17/18
DATE

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland- Director of
Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

April 9, 2018
DATE DRAFTED

Retaining Architectural/Engineering Firm to Develop a
Facilities Master Plan

- 1 **WHEREAS**, funds were budgeted in 2018 to develop a Facilities Master Plan addressing several
- 2 departments that utilize a majority of the facilities square footage; and,
- 3
- 4 **WHEREAS**, the Wisconsin Facilities Management Association recommended three companies that have
- 5 developed similar County Facilities Master Plans in which they were pleased with the results; and,
- 6
- 7 **WHEREAS**, these three firms were invited to Rock County be interviewed and give a presentation to a
- 8 panel consisting of members of Facilities Management, Sheriff's Office, Purchasing, Human Services
- 9 and Administration; and,
- 10
- 11 **WHEREAS**, Venture Architects from Milwaukee, Wisconsin, was the firm unanimously chosen based
- 12 on experience conducting similar projects, team experience and bill rates.
- 13
- 14 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 15 this _____ day of _____, 2018, that a contract for architectural/engineering
- 16 services be awarded to Venture/Architects , of Milwaukee, WI, in the amount of \$77,514; and,
- 17
- 18 **BE IT FURTHER RESOLVED**, that an \$8,000 contingency also be approved to cover any needed
- 19 changes in the scope of service.

18-4C-007

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill
Henry Brill, Chair

Jeremy Zajac
Jeremy Zajac, Vice Chair

Bob Yeomans
Bob Yeomans

Dave Homan
Dave Homan

J. Russell Podzilni
J. Russell Podzilni

Retaining Architectural/Engineering Firm to Develop a Facilities Master Plan

Page 2

FISCAL NOTE:

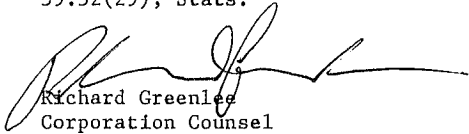
Sufficient funds were included in the 2018
for the cost of the Facilities Master Plan.
This project is being funded by sales tax
revenue.



Sherry Oja
Finance Director

LEGAL NOTE:

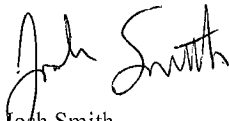
The County Board is authorized to take this
action pursuant to secs. 59.01 and 59.51,
Wis. Stats. Professional services are not
subject to bidding requirements of §
59.52(29), Stats.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary

Retaining Architectural/Engineering Firm to Develop Facilities Master Plan

The resolution before you awards a contract to Venture/Architects of Milwaukee Wisconsin, to develop a County facilities Master Plan.

The plan will cover the departments that account for a large number of square footage and needs such as: Sheriff's Office, Human Services, Fairgrounds, 911, Information Technology, Medical Examiner, Council on Aging and Health Department.

Three firms were recommended by Wisconsin Facilities Management Association members who recently completed a County Facilities Master Plan in which they were pleased with the results.

These three firms were interviewed by a Rock County management team and Venture/Architects was chosen based on experience developing County Facilities Master Plans, staff qualifications and bill rate.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
Initiated by

Public Works Committee
& Parks Advisory Committee
Submitted by



Lori Williams, Parks Manager
Drafted by

April 10, 2018
Date Drafted

AUTHORIZING APPLICATION WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR SNOWMOBILE GRANT FUNDS

1 **WHEREAS**, the Rock County Board of Supervisors Resolution #81-6A-038, on the 11th day of
2 June, 1981, adopted the Rock County Snowmobile Plan; and,
3
4 **WHEREAS**, Rock County desires to participate in snowmobile grant funded projects pursuant to
5 provisions of s.23.09(11) of the Wisconsin Statutes; and,
6
7 **WHEREAS**, grant funds are available from the State of Wisconsin Department of Natural
8 Resources (DNR) and a resolution of application for Snowmobile Grant Funds is required; and,
9
10 **WHEREAS**, Rock County is interested in operating the snowmobile trail for public outdoor
11 recreation purposes as described in the application; and,
12
13 **WHEREAS**, financial aid is required to carry out the project.
14
15 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors on this
16 _____ day of _____, 2018, hereby authorizes Lori Williams, Parks Manager, Parks
17 Division-Public Works Department, to act on behalf of Rock County to submit an application to
18 the State of Wisconsin Department of Natural Resources for financial aid for Snowmobile Grant
19 Funds that may be available.

18-4C-008

Respectfully submitted,

PUBLIC WORKS COMMITTEE

PARKS ADVISORY COMMITTEE

Betty Jo Bussie, Chair

Tom Presny

Brent Fox, Vice Chair

Floyd Finney

Vacant

Dean Paynter

Brenton Driscoll

Rick Richard

FISCAL NOTE:

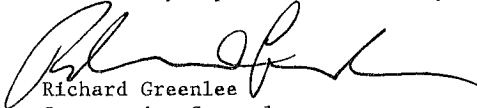
This resolution only authorizes an application for a grant and therefore has no fiscal impact at this time. If a grant is awarded, a subsequent resolution would be required to accept the grant and amend the budget.



Sherry Oja
Finance Director

LEGAL NOTE:

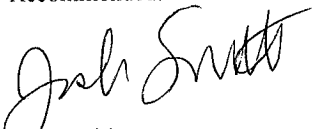
The authority to accept grant funds pursuant to sec. 59.52(19), Wis. Stats., necessarily implies the authority to make application for such funds.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

- EXECUTIVE SUMMARY -

**AUTHORIZING APPLICATION WITH
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
FOR SNOWMOBILE GRANT FUNDS**

This resolution provides authorization to apply for funding for the 2018-2019 Rock County Snowmobile Trail Program.

The DNR Snowmobile Grant of \$67,920 would cover 226.4 miles of trail. The snowmobile trail project is 100% grant funded. Any field work (includes labor, materials, and machinery) by DPW Parks Division or Highway Division is 100% billed back to the grant. The area Snowmobile Alliance provides trail signage and grooming and is reimbursed for those services after the county costs are covered.

These funds are 100% provided by the payments snowmobilers have made through license and prorated fuel tax payments. Rock County receives a 50% advance payment check after the completed contract is signed, the balance due upon final close out of the grant.