



**ROCK COUNTY BOARD OF SUPERVISORS' MEETING
THURSDAY, JUNE 27, 2019 – 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 – June 13, 2019
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. Appointments to the Parks Advisory Committee
 - B. Appointment to the Coordinated Services Team (CST) Advisory Committee
 - C. Confirmation of Appointment of Child Support Director
 - D. Confirmation of Appointment of Director of Council on Aging
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. Recognizing Tracy Moseley for Service to Rock County
 - B. Recognizing Detective Ronald W. Betley
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) Authorizing Property Purchase, Approving Ground Lease and Amending 2019 Facilities Management Capital Budget for a New Public Works Garage in Town of Turtle

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 at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

ROCK COUNTY BOARD OF SUPERVISORS

JUNE 27, 2019

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- B. Contracts – Roll Call
 - 1. Awarding the Contract for Exterior Wall Restoration at the Jail
- C. Authorizing Double Fill of Five Deputy Sheriff Positions
- D. Creating 1.0 FTE Collections/Accounts Specialist Position and Deleting Two 1.0 FTE Deputy Clerk of Court Positions

- E. STEP 5 GRIEVANCE HEARING

EXECUTIVE SESSION: Per section 19.85(1)(b) -- Consideration of discipline of any public employee and the taking of formal action in such a matter. The employee has a right to demand that the meeting be held in open session.

And

Per 19.85(1)(a) – Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before the governmental body.

Note: After deliberation in executive session per 19.85(1)(a), the Board may immediately reconvene in executive session under 19.85(1)(b), or open session, as appropriate, for announcement of the action of the Board.

13. ADJOURNMENT

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

Lisa Tollefson, Rock County Clerk

PROCEEDINGS OF THE
ROCK COUNTY BOARD OF SUPERVISORS

Janesville, Wisconsin
June 13, 2019

The Rock County Board of Supervisors met, pursuant to adjournment on May 23, 2019, at 6:00 p.m. in the Courthouse at Janesville, Wisconsin.

Chair Podzilni called the meeting to order. Supervisor Bostwick gave the invocation.

3. Roll Call.

At roll call, Supervisors Peer, Fell, Aegerter, Beaver, Mawhinney, Fox, Richard, Driscoll, Gustina, Bussie, Davis, Thomas, Knudson, Rynes, Homan, Gramke, Yeomans, Pleasant, Brill, Schulz, Zajac, Bostwick, Hawes, Owens, Brien and Podzilni were present. Supervisors Potter, Rashkin and Sweeney were absent. PRESENT – 26. ABSENT – 3.

QUORUM PRESENT

4. Adoption of Agenda.

Supervisors Peer and Bostwick moved the Agenda. Agenda ADOPTED as follows:

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – May 23, 2019
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. Appointments to the Aging Services Integration Review Advisory Committee
 - B. Appointment to the Behavioral Health Redesign Steering Committee
 - C. Appointments to the Human Services Board
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. To Recognize Steve Hare
 - B. To Recognize Nancy Story
 - C. To Recognize Terri Pass
 - D. Recognizing John Byrne for Service to Rock County
 - E. To Recognize June 15, 2019 as World Elder Abuse Awareness Day
 - F. Confirming the Induction of Sandra Kraft, Albert Funk, and Tom Presny to the Rock County Hall of Honor
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
 - A. Enbridge Pipeline Operations and Safety – Becky Haase and John Schwarz
 - B. Step 5 Grievance Process and Procedures for the June 27 Hearing
12. NEW BUSINESS
 - A. Supplementary Appropriations and Budget Changes – Roll Call
 - B. Contracts – Roll Call

Proceedings of the Rock County Board of Supervisors
June 13, 2019

1. Authorizing Purchase of VMWare Enterprise Software
 - C. In support of Increased 2019-21 State Budget for County Child Support Funding
13. ADJOURNMENT

5. Approval of Minutes – May 23, 2019

Supervisors Bussie and Davis moved to approve the minutes as submitted. ADOPTED by acclamation.

7. Citizen Participation, Communications and Announcements

Ellen Wiegand requested increase in funding for Beloit Meals on Wheels. Supervisor Peer reminded everyone of the Rock County Hall of Honor on June 19th. Supervisor Schulz gave information on the Janesville Southside Farmers Market. Supervisor Brien introduced Albert Funk in the audience. Richard Greenlee introduced the new Risk Manager for Rock County, Terri Carlson. Josh Smith introduced the newly appointed Child Support Director, Melissa Wittwer.

8.A. Appointments to the Aging Services Integration Review Advisory Committee

Position:	Members of the Aging Services Integration Review Advisory Committee	
Appointments:	Supervisor Terry Fell	Supervisor Phillip Owens
	Supervisor Norvain Pleasant	Supervisor Terry Thomas
	Paula Garecht	Tom Moe
	Janet Smith	Mark Richardson
	Rob Wilkinson	Chuck Wilson

Effective Date: June 13, 2019

Supervisors Thomas and Knudson moved the above appointments. ADOPTED by acclamation.

8.B. Appointment to the Behavioral Health Redesign Steering Committee

Position:	Member of the Behavioral Health Redesign Steering Committee
Appointment:	Kelly Klingensmith, Public Health Department
Effective Date:	June 13, 2019

Supervisors Thomas and Knudson moved the above appointments. ADOPTED by acclamation.

8.C. Appointments to Human Services Board

Position:	Members of the Human Services Board	
New Appointment:	Stephanie Aegerter	Kathy Schulz
	Sally Jean Weaver-Landers	

Effective Date: June 13, 2019

Supervisors Peer and Knudson moved the above appointments. ADOPTED by acclamation.

9.A. To Recognize Steve Hare

Resolution No. 19-6A-255

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, duly assembled this 13th day of June, 2019 does hereby recognize Steve Hare for his 28 years of service and extend best wishes to him in his future endeavors.

Supervisors Thomas and Knudson moved the above resolution. ADOPTED by acclamation.

9.B. To Recognize Nancy Story

Resolution No. 19-6A-256

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of June, 2019 does hereby recognize Nancy Story for her 24 years of service and extend best wishes to her in her future endeavors.

Supervisors Thomas and Knudson moved the above resolution. ADOPTED by acclamation.

9.C. To Recognize Terri Pass

Resolution No. 19-6A-257

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of June, 2019 does hereby recognize Terri Pass for her 36 years of service and extend best wishes to her in her future endeavors.

Supervisors Knudson and Brill moved the above resolution. ADOPTED by acclamation.

Proceedings of the Rock County Board of Supervisors
June 13, 2019

9.D. Recognizing John Byrne for Service to Rock County Resolution No. 19-6A-258
NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of June, 2019, does hereby thank John Byrne for his dedication and contributions to the citizens of Rock County and wish him the best for his future plans.
Supervisors Mawhinney and Zajac moved the above resolution. ADOPTED by acclamation.

9.E. To Recognize June 15, 2019 as World Elder Abuse Awareness Day Resolution No. 19-6A-259
NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, duly assembled this 13th day of June, 2019, does hereby recognize June 15, 2019 as World Elder Abuse Awareness Day.
BE IT FURTHER RESOLVED that the County Clerk be authorized and directed to furnish a copy of this resolution to the Rock County Adult Protective Services Unit for their dedication to the health and safety of Rock County elders who may be victims of abuse.
Supervisors Knudson and Thomas moved the above resolution. ADOPTED by acclamation.

9.F. Confirming the Induction of Sandra Kraft, Albert Funk, and Tom Presny to the Rock County Hall of Honor Resolution No. 19-6A-260
NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of June, 2019 that the nomination of Sandra Kraft, Albert Funk, and Tom Presny as the 2019 Hall of Honor inductees be confirmed.
Supervisors Richard and Mawhinney moved the above resolution. ADOPTED by acclamation.

11.A. Enbridge Pipeline Operations and Safety
A report on the Enbridge Pipeline Operations and safety was given by Becky Haase and John Schwarz.

11.B. Step 5 Grievance Process and Procedures for the June 27 Hearing
Overview of process and procedure given by Corporation Counsel, Richard Greenlee.

Supervisor Yeomans left the meeting.

12.B.1. Authorizing Purchase of VMWare Enterprise Software Resolution No. 19-6A-261
NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of June, 2019 that a Purchase Order for the purchase of VMWare vSphere Enterprise software be issued to CDW-G in Vernon Hills, IL in the amount of \$61,395.01.
Supervisors Mawhinney and Fox moved the above resolution. ADOPTED on the following roll call vote.
Supervisors Peer, Fell, Aegerter, Beaver, Mawhinney, Fox, Richard, Driscoll, Gustina, Bussie, Davis, Thomas, Knudson, Rynes, Homan, Gramke, Pleasant, Brill, Schulz, Zajac, Bostwick, Hawes, Owens, Brien and Podzilni voted in favor. Supervisors Potter, Rashkin, Yeomans and Sweeney were absent.
AYES – 25. NOES – 0. ABSENT – 4.

12.C. In Support of Increased 2019-21 State Budget for County Child Support Funding Resolution No. 19-6A-262
NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of June, 2019, respectfully requests that state funding for county child support agencies be increased by \$1.5 million GPR in each fiscal year of the 2019-2021 Wisconsin state budget, which will generate approximately \$3 million in additional federal funding each year. This investment will ensure that counties can continue to effectively provide economic support to our children.
BE IT FURTHER RESOLVED that a copy of this resolution be forwarded by the County Clerk to the Governor of the State of Wisconsin, State Senators and State Representatives representing Rock County, the Secretary of the Wisconsin Department of Administration, and the Wisconsin Counties Association for consideration.
Supervisors Beaver and Rynes moved the above resolution. ADOPTED by acclamation.

Proceedings of the Rock County Board of Supervisors
June 13, 2019

13. Adjournment

Supervisors Richard and Bostwick moved to adjourn at 7:29 p.m. to Thursday, June 27, 2019 at 6:00 p.m.
ADOPTED by acclamation.

A handwritten signature in black ink, appearing to be 'LME', written in a cursive style.

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

APPOINTMENTS TO PARKS ADVISORY COMMITTEE

POSITION: Members of the Parks Advisory Committee

AUTHORITY: Wis. Stats. 27.02
Resolution #82-11E-152

TERM: Two Year Term Expiring 6/30/21

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

PRESENT MEMBER: Tom Presny
Floyd Finney

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Tom Presny Floyd Finney
5335 N. River Road 1908 E. Manogue Road
Janesville WI 53545 Milton, WI 53563

EFFECTIVE DATE: June 27, 2019

**APPOINTMENT TO THE COORDINATED SERVICES TEAM (CST)
ADVISORY COMMITTEE**

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

AUTHORITY: County Board Resolution 12-4A-642

TERM: Unexpired Term Ending April 30, 2022

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

PRESENT MEMBER: William Walker (Alternate for Dannie Evans)

CONFIRMATION: Yes, by County Board of Supervisors

APPOINTMENT: Ramone Brown
Human Services

EFFECTIVE DATE: June 27, 2019

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Safety and Justice Committee
INITIATED BY



Amy Spoden, Asst. Human Resource Dir.
DRAFTED BY

Public Safety and Justice Committee
SUBMITTED BY

June 6, 2019
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF
CHILD SUPPORT DIRECTOR**

- 1 **WHEREAS**, the former Child Support Director resigned on April 26, 2019; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Child Support Director;
- 4 and,
- 5
- 6 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 7
- 8 **WHEREAS**, the County Administrator has appointed Melissa Wittwer, who has been recommended by
- 9 the Public Safety and Justice Committee; and,
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 12 this _____ day of _____, 2019, confirms the appointment of Melissa Wittwer, as Child
- 13 Support Director in accordance with the attached conditions of employment.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

PUBLIC SAFETY & JUSTICE COMMITTEE

J. Russell Podzilni, Chair

Mary Beaver

Mary Beaver, Chair

Mary Mawhinney, Vice Chair

Phillip Owens, Jr.

Phillip Owens, Jr, Vice Chair

Richard Bostwick

Terry Fell

Terry Fell

Henry Brill

Kara Hawes
Brian Knudson

Brian Knudson

Betty Jo Bussie

Louis Peer

Alan Sweeney

Terry Thomas

Bob Yeomans

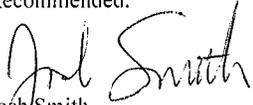
19-6B-263

CONFIRMATION OF APPOINTMENT OF CHILD SUPPORT DIRECTOR

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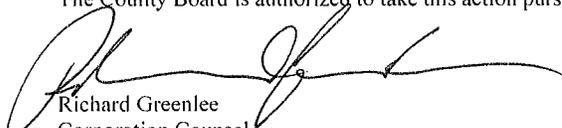
ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

LEGAL NOTE:

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


Richard Greenlee
Corporation Counsel

FISCAL NOTE:

Sufficient funds for the Child Support Director position were included in the 2019 budget.


Sherry Oja
Finance Director

ROCK COUNTY, WISCONSIN



Human Resources Dept.
Rock County Courthouse
51 South Main Street
Janesville, WI 53545
(608)757-5520
FAX (608)757-5512

June 6, 2019

Ms. Melissa Wittwer
1758 S. Crosby Ave
Janesville WI 53546

Dear Melissa:

This will confirm the County Administrator's offer of employment to you of the position of Rock County Child Support Director. This appointment is contingent on confirmation of the County Board of Supervisors. We anticipate this will occur on June 27, 2019. This offer is based on the following conditions:

- Date of Employment: April 29, 2019 (date was placed in acting status).
- Salary: \$33.10 (Step 1, Pay Range 26)
- Fringe Benefits: All benefits granted employees covered by the Unilateral Pay Plan in accordance with the Rock County Personnel Ordinance.

I would appreciate receiving a written acceptance of the above conditions at your earliest convenience. I hope you enjoy your new position with Rock County.

Sincerely,

A handwritten signature in cursive script that reads "Amy Spoden".

Amy Spoden
Asst. Human Resource Director

cc: Personnel File
Payroll
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 Melissa Wittwer (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 Melissa Wittwer to serve as Child Support Director,

WHEREAS EMPLOYEE, whose current address is 1758 S. Crosby Ave, Janesville, WI, 53546 is able and willing to serve as Child Support Director;

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

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

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

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

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

5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY ADMINISTRATOR. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the County Administrator.

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53 6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year,
54 commencing on Monday, April 29, 2019, and expiring as of 11:59pm, April 28, 2020, unless earlier
55 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 annually on
 120 anniversary date, December 9. 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.
 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.
 163

164 25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly
165 understood and agreed that in the event of any dispute between the parties, arising under this
166 agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable
167 federal law.

168
169 26. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes
170 the entire agreement of the parties and supersedes any and all negotiations of the parties relating to
171 the subject matter hereof. Any prior employment agreement between the parties, together with any
172 extension or renewal of such agreement, is likewise terminated and superseded by this Agreement.
173 All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment
174 agreement between the parties are hereby compromised in their entirety.

175
176 IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this agreement
177 effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE
178 have affixed their respective signatures, as indicated below.

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FOR EMPLOYER:

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185
186 Date: _____

Josh Smith, Rock County Administrator

187
188
189

BY EMPLOYEE:

190
191
192
193 Date: _____

Melissa Wittwer, Child Support Director

194
195
196
197

WITNESS:

198
199 Date: _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Education, Veterans & Aging
Services Committee
INITIATED BY

Amy Spoden, Asst. Human Resource Dir.
DRAFTED BY



Education, Veterans & Aging
Services Committee
SUBMITTED BY

June 12, 2019
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF
DIRECTOR OF COUNCIL ON AGING**

- 1 **WHEREAS**, the former Director of Council on Aging retired on January 2, 2019; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Director of Council on
- 4 Aging; and,
- 5
- 6 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 7
- 8 **WHEREAS**, the County Administrator has appointed Paula Schutt.
- 9
- 10 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 11 this _____ day of _____, 2019, confirms the appointment of Paula Schutt, as Director of
- 12 Council on Aging in accordance with the attached conditions of employment.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

EDUCATION, VETERANS, & AGING
SERVICES COMMITTEE

J. Russell Podzilni, Chair

Rick Richard, Chair

Mary Mawhinney, Vice Chair

Norvain Pleasant, Jr, Vice Chair

Richard Bostwick

Tom Brien

Henry Brill

Craig Gramke

Betty Jo Bussie

Phillip Owens, Jr.

Louis Peer

Alan Sweeney

Terry Thomas

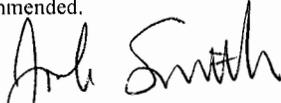
Bob Yeomans

19-6B-264

CONFIRMATION OF APPOINTMENT OF DIRECTOR OF COUNCIL ON AGING
Page 2

ADMINISTRATIVE NOTE:

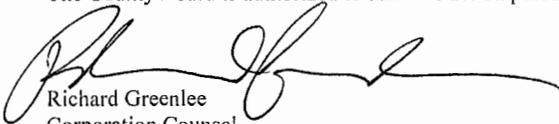
Recommended.



Josh Smith
County Administrator

LEGAL NOTE:

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



Richard Greenlee
Corporation Counsel

FISCAL NOTE:

Sufficient funds for the Director of Council on Aging position were included in the 2019 budget.



Sherry Oja
Finance Director

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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 Paula Schutt (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 Paula Schutt to serve as Director of Council on Aging,

WHEREAS EMPLOYEE, whose current address is 221 N. Terrace Street, Janesville, WI, 53548 is able and willing to serve as Director of Council on Aging;

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.

53 6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year,
54 commencing on Monday, July 15, 2019, and expiring as of 11:59pm, July 14, 2020, unless earlier
55 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 fifteen (15) days of vacation at time of hire and
120 annually on anniversary date, July 15. 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.
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: _____

Paula Schutt, Director of Council on Aging

WITNESS:

Date: _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

James S. Sandvig
INITIATED BY

James S. Sandvig
DRAFTED BY

Finance Committee
SUBMITTED BY

June 10, 2019
DATE DRAFTED



RECOGNIZING TRACY MOSELEY FOR SERVICE TO ROCK COUNTY

1 **WHEREAS**, Tracy Moseley has dedicated over 38 years of his professional career to protecting the information
 2 technology systems of Rock County; and
 3
 4 **WHEREAS**, Tracy began his career as a Systems and Procedure Analyst with Rock County Computer Services
 5 on April 13, 1981; and
 6
 7 **WHEREAS**, Tracy fulfilled those duties until April 22, 1981 when he accepted the position of Computer
 8 Programmer Analyst. Tracy fulfilled those duties until April 22, 1984 when he accepted the position of Systems
 9 Software and Database Specialist. Tracy fulfilled those duties until January 1, 1989 when he accepted the position
 10 of Systems Software Database and Communications Manager. Tracy fulfilled those duties until September 1, 1996
 11 when he accepted the position of Program and Technical Services Manager, a role in which he diligently served
 12 until June 14, 2019; and
 13
 14 **WHEREAS**, Tracy made countless contributions during his tenure with Rock County's Information Technology
 15 department. His extensive knowledge coupled with his unwavering dedication to doing his very best set an
 16 example not only for his co-workers, but for all who had the pleasure of working with him. Tracy has been a vital
 17 member of the Information Technology team and his influence will have a positive impact on the department and
 18 the Rock County workforce for many years to come.
 19
 20 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled this
 21 _____ day of _____, 2019, does hereby thank Tracy Moseley for his dedication and contributions to
 22 the citizens of Rock County and offer their best wishes for his future plans.

19-6B-265

Respectfully submitted,

FINANCE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Mawhinney
Mary Mawhinney, Chair

J. Russell Podzilni
J. Russell Podzilni, Chair

Mary Beaver
Mary Beaver, Vice Chair

Mary Mawhinney, Vice Chair

Brent Fox
Brent Fox

Richard Bostwick

J. Russell Podzilni
J. Russell Podzilni

Henry Brill

Bob Yeomans
Bob Yeomans

Betty Jo Bussie

Louis Peer

Alan Sweeney

Terry Thomas

Bob Yeomans

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Sheriff Troy J. Knudson
INITIATED BY



Chief Deputy Barbara J. Tillman
DRAFTED BY

Public Safety & Justice Committee
SUBMITTED BY

June 1, 2019
DATE DRAFTED

RECOGNIZING DETECTIVE RONALD W. BETLEY

1 **WHEREAS**, Ronald W. Betley began his employment with Rock County on September 1, 1991, as a
 2 Correctional Officer in the Rock County Sheriff's Office and left to be a Deputy at the Dane County
 3 Sheriff's Office on February 6, 1996; and,
 4
 5 **WHEREAS**, Ronald W. Betley was rehired with Rock County in a Deputy position on February 23, 1997,
 6 working in the Patrol and Court Services Bureaus. Ron was promoted to the rank of Detective on March
 7 10, 2014; and,
 8
 9 **WHEREAS**, throughout his tenure with the Sheriff's Office, Detective Betley has served in many
 10 capacities including: SWAT, GROC, Field Training Officer, Dive and Rescue Team, DAAT, EVOC,
 11 TASER and Firearms Instructor; and,
 12
 13 **WHEREAS**, Detective Betley has received numerous commendations and letters of appreciation; and,
 14
 15 **WHEREAS**, Detective Betley will retire from public service on June 21, 2019;
 16
 17 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
 18 this _____ day of _____, 2019, does hereby recognize Detective Ronald W. Betley for his
 19 nearly 27 years of faithful service and recommends that a sincere expression of appreciation be given to
 20 Detective Ronald W. Betley along with best wishes for the future.

19-6B-266

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Beaver
Mary Beaver, Chair

J. Russell Podzilni
J. Russell Podzilni, Chair

Phil Owens
Phil Owens, Vice Chair

Mary Mawhinney
Mary Mawhinney, Vice Chair

Terry Fell
Terry Fell

Richard Bostwick
Richard Bostwick

Absent
Kara Hawes

Henry Brill
Henry Brill

Brian Knudson
Brian Knudson

Betty Jo Bussie
Betty Jo Bussie

Louis Peer
Louis Peer

Alan Sweeney
Alan Sweeney

Terry Thomas
Terry Thomas

Bob Yeomans
Bob Yeomans

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Randy Terronez, Assistant to the
County Administrator
DRAFTED BY

General Services Committee
SUBMITTED BY

June 18, 2019
DATE DRAFTED

**Authorizing Property Purchase, Approving Ground Lease and Amending 2019
Facilities Management Capital Budget for a New Public Works Garage in
Town of Turtle**

1 **WHEREAS**, the expansion of I-39/90 has increased the need to establish a Rock County Public
2 Works Garage in southern Rock County; and
3

4 **WHEREAS**, prior budgets have provided monies for the architectural/engineering design and
5 building construction for a new public works garage but not for property acquisition; and
6

7 **WHEREAS**, the facility siting process has been finalized with the site being adjacent to the
8 existing DPW Shopiere Road facility in the Town of Turtle.
9

10 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
11 assembled this _____ day of _____, 2019, purchase 3.98 acres of property at 3503 E.
12 Shopiere Lane (Parcel #6-19-97A) in the Town of Turtle be approved in the amount of \$250,000.
13

14 **BE IT FURTHER RESOLVED** that subsequent to acquiring the property, a ground lease for a
15 maximum of twenty years, be approved that allows the former property owner to retain
16 ownership to an existing pedestal sign.
17

18 **BE IT FURTHER RESOLVED** that the County Board Chair and the County Clerk be
19 authorized to execute required property acquisition documents.
20

21 **BE IT FURTHER RESOLVED**, the Facilities Management 2019 capital budget be amended as
22 follows:
23

<u>ACCOUNT/DESCRIPTION</u>	<u>BUDGET 2/01/19</u>	<u>INCREASE/ (DECREASE)</u>	<u>AMENDED BUDGET</u>
<u>Source of Funds</u>			
18-1824-0000-68109 Allocated Capital Improvements	(\$4,695,164)	(\$250,000)	(\$4,945,164)
<u>Use of Funds:</u>			
18-1824-0000-67200 HYW Building and Grounds Capital Improvements	\$3,800,000	\$250,000	\$4,050,000

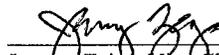
19-6B-267

Authorizing Property Purchase, Approving Ground Lease and Amending 2019 Facilities Management Capital Budget for a New Public Works Garage in Town of Turtle
Page 2

Respectfully submitted,

GENERAL SERVICES COMMITTEE


Henry Brill, Chair


Jeremy Zajac, Vice Chair

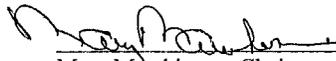
Absent
Tom Brien


Robert Potter

Absent
Yuri Rashkin

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of 5-0


Mary Mawhinney, Chair

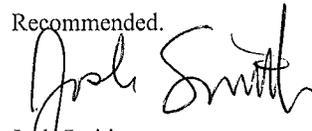
FISCAL NOTE:

This resolution authorizes the purchase of land to be used for a new Public Works garage in the Town of Turtle. The purchase is being funded by a transfer from DPW's working capital.


Sherry Oja
Finance Director

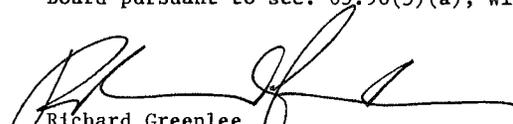
ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.52(6), Wis. Stats. As an amendment to the adopted 2019 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

Executive Summary

Authorizing Property Purchase, Approving Ground Lease and Amending 2019 Facilities Management Capital Budget for a New Public Works Garage in Town of Turtle

Staff have been working on an appropriate site for DPW garage in southern Rock County as a result of the I39/90 expansion project. Prior budgets have allocated funds for construction of the garage but did not include funds for property acquisition.

Selection of an appropriate site began in earnest last year and several sites were reviewed. Due diligence was undertaken on the property adjacent to the existing DPW facility on Shopiere Lane, 3503 E. Shopiere Lane - Parcel #6-19-97A. The property consists of 3.98 acres at a negotiated price of \$250,000 which is within the appraisal parameters. In addition to an appraisal study, the County conducted a Phase I environmental study and the results showed no further environmental work needed.

The resolution also includes approval of a 20-year ground lease pertaining to an approximately 70-foot pedestal sign. The site includes two signs, a traditional billboard and a pedestal sign. Neither structure will interfere with the proposed building footprint and, therefore, both will remain as is. The first is owned by an advertising firm who would continue ownership per a prior legal instrument. The second billboard consists of a pedestal-type structure that advertises the now defunct business that operated at the site. The property owner has requested to retain ownership, through a 20-year ground lease of the second billboard. In order to comply with Town of Turtle Sign regulations, the property owner and the County (at no cost to the County) jointly submitted an application to the Town of Turtle allowing the billboard to be changed to general advertising. The Town of Turtle Board of Adjustment meeting of June 5, 2019, approved the signage variance.

Upon transfer of ownership of the approximately 4 acre parcel, follow-up activity with the Town of Turtle will be necessary including rezoning from Commercial Highway Interchange (CHI) to Light Industrial (M-1) that will allow the County to legally operate a public works facility; and to request a consolidation of the various parcels into one parcel. Preliminary discussions with the Town have been positive.

It will be necessary to amend the project budget to include funds for the property purchase with funds to come from DPW's working capital.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

General Services Committee
INITIATED BY

General Services Committee
SUBMITTED BY



Brent Sutherland -
Director of Facilities Management
DRAFTED BY

June 6, 2019
DATE DRAFTED

Awarding the Contract for Exterior Wall Restoration at the Jail

- 1 WHEREAS, funds were budgeted in 2019 for the exterior wall restoration at the Jail; and
- 2
- 3 WHEREAS, the masonry tuck pointing and caulking needs are immediate to prevent further
- 4 structural damage and ongoing water leaks; and
- 5
- 6 WHEREAS, specifications were drafted and bids solicited with six (6) contractors submitting
- 7 bids; and
- 8
- 9 WHEREAS, the lowest most responsive and responsible bidder is Statz Restoration Inc.
- 10
- 11 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly
- 12 assembled this ____ day of _____, 2019 does hereby approve and authorize
- 13 awarding a contract in the amount of \$134,500 to Statz Restoration Inc. of Menomonee Falls,
- 14 WI, for the exterior wall restorations at the Jail.
- 15
- 16 BE IT FURTHER RESOLVED, a contingency fund of \$5,000 be established to cover any
- 17 unforeseeable issues that arise.

19-6B-268

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jeremy Zajac, Vice Chair

Absent
Tom Brien

Robert Potter

Absent
Yuri Rashkin

FISCAL NOTE:

Sufficient funds were included in the 2019 budget for the cost of this project. 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. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

Executive Summary

Awarding the Contract for Exterior Wall Restoration at the Jail

The resolution before you awards a contract for tuck pointing and caulking of the exterior masonry walls at the Jail. This work is necessary to prevent further deterioration caused by water damage behind the wall. There are currently several water leaks due to the failure of existing mortar and caulk joints.

Bids were solicited with six contractors responding. The Director of Facilities Management, Purchasing Manager and Project engineer with Industrial Roofing systems all recommend awarding the bid to the lowest, most responsive and responsible bidder, Statz Restorations Inc. from Menomonee Falls, Wisconsin in the amount of \$134,500. This resolution also approves a \$5,000 contingency fund for any unforeseeable issues that may arise.



BID SUMMARY FORM

BID NUMBER 2019-23
BID NAME JAIL EXTERIOR WALL RESTORATION
BID DUE DATE JUNE 3, 2019 – 1:30 P.M.
DEPARTMENT FACILITIES MANAGEMENT

	STATZ RESTORATION MENOMONEE FALLS WI	JP CULLEN JANESVILLE WI	BERGLUND CONSTRUCTION CHICAGO IL	CUSTOM RESTORATION SUSSEX WI	RD WOODS WEST ALLIS WI	B&B RESTORATION FITCHBURG WI
BASE BID	\$ 134,500.00	\$ 162,378.00	\$ 198,500.00	\$ 201,550.00	\$ 243,220.00	\$ 272,000.00
BID BOND RECEIVED	YES	YES	YES	YES	YES	YES
START DATE	7/8/19	7/8/19	9/2/19	7/10/19	9/9/19	8/1/19
COMPLETION	10/4/19	9/27/19	10/25/19	9/20/19	10/11/19	10/31/19

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Seven additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: STATZ Restoration

Paul Schiller 6-4-19
 SIGNATURE DATE

GOVERNING COMMITTEE APPROVAL:
Henry Bril 3-0-2 6/18/19
 CHAIR VOTE DATE

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Sheriff Troy J. Knudson
INITIATED BY



Diane Michaelis
DRAFTED BY

Public Safety and Justice Committee
SUBMITTED BY

June 11, 2019
DATE DRAFTED

Authorizing Double Fill of Five Deputy Sheriff Positions

- 1 **WHEREAS**, the Rock County Sheriff's Office has been in a continual hiring process for the rank of
- 2 Deputy Sheriff and has been conducting ongoing recruiting; and,
- 3
- 4 **WHEREAS**, in order to be fully staffed and fully trained in the Deputy Sheriff positions, the Sheriff's
- 5 Office must pre-emptively hire Deputy Sheriffs; and,
- 6
- 7 **WHEREAS**, the Deputy Sheriff hiring and training process is lengthy and includes written exam, oral
- 8 interview, background check, psychological test, second oral interview, medical physical, and successful
- 9 completion of physical readiness test for admission into the Wisconsin Law Enforcement Academy; and,
- 10
- 11 **WHEREAS**, the entire hiring and training process takes a minimum of forty weeks; and,
- 12
- 13 **WHEREAS**, the Sheriff's Office recommends hiring five additional Deputies above the authorized
- 14 budgeted headcount; and,
- 15
- 16 **WHEREAS**, there are sufficient funds in the Sheriff's Office's Law Enforcement and Correctional Facility
- 17 personnel budgets to pay for five double fill Deputy Sheriff positions.
- 18
- 19 **NOW, THEREFORE BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled
- 20 this ____ day of _____ 2019, does hereby authorize the temporary double fill of five Deputy
- 21 Sheriff positions.

19-6B-269

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Beaver
Mary Beaver, Chair

Russ Podzilni, Chair

Terry Fell
Terry Fell

Mary Mawhinney, Vice Chair

Absent
Kara Hawes

Richard Bostwick

Brian Knudson
Brian Knudson

Henry Brill

Phillip Owens
Phillip Owens

Betty Jo Bussie

Louis Peer

Alan Sweeney

Terry Thomas

Bob Yeomans

Authorizing Double Fill of Five Deputy Sheriff Positions
Page 2

FISCAL NOTE:

These positions will be funded by vacancies in the Sheriff's LES and Corrections divisions.



Sherry Oja
Finance Director

LEGAL NOTE:

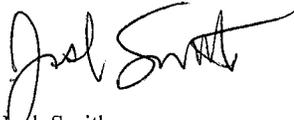
The County Board is authorized to take this action pursuant to §59.22(2),
Wis. Stats.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Authorizing Double Fill of Five Deputy Sheriff Positions

Executive Summary

The Rock County Sheriff's Office has been in a continual hiring process for the rank of Deputy Sheriff. For several months in 2019, the Sheriff's Office has been conducting ongoing recruiting. During the first half of 2019, the Sheriff's Office completed eleven personnel actions related to the position of Deputy Sheriff. It is a critical matter of public safety that the Deputy Sheriff positions are fully staffed. In order to be fully staffed and fully trained in the Deputy Sheriff positions, the Sheriff's Office must pre-emptively hire Deputy Sheriffs.

The Rock County Sheriff's Office is currently recruiting for five open Deputy Sheriff Positions. The Sheriff's Office's command staff anticipates that six additional openings, for Deputy Sheriffs, will occur due to retirements and promotions in 2019.

The Deputy Sheriff hiring process is lengthy. The process includes written exam, oral interview, background check, psychological test, second oral interview, medical physical, and successful completion of physical readiness test for admission into the Wisconsin Law Enforcement Academy. Once a Deputy Sheriff is hired, the Deputy will go through one week of orientation, seventeen weeks of Wisconsin Law Enforcement Academy training, and fifteen weeks of the Police Training Officer (PTO) programing. The entire hiring and training process takes a minimum of forty weeks.

The Sheriff's Office intends to hire six fully certified deputies who will be ready to enter the fifteen week PTO program. The Sheriff's Office recommends hiring five additional Deputies above the authorized budgeted headcount. The goal is to have these five additional Deputies attend the Wisconsin Law Enforcement Academy from August 12, 2019 to December 13, 2019. These five Deputies will be certified prior to the anticipated retirements and promotions that will occur by December 31, 2019.

There are sufficient funds in the Sheriff's Office's Law Enforcement and Correctional Facility personnel budgets to pay for five double fill Deputy Sheriff positions.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Jacki Gackstatter
INITIATED BY



Jacki Gackstatter
DRAFTED BY

Public Safety & Justice
SUBMITTED BY

May 20, 2019
DATE DRAFTED

**CREATING A 1.0 FTE COLLECTIONS/ACCOUNTS SPECIALIST POSITION
AND DELETING TWO 1.0 FTE DEPUTY CLERK OF COURT POSITIONS**

- 1 **WHEREAS**, the 2019 Circuit Court Budget includes funding for 26.0 FTE Deputy Clerk of Court
- 2 positions and 2.0 FTE Collections/Accounts Specialists to support the Office of the Clerk of Circuit
- 3 Court; and,
- 4
- 5 **WHEREAS**, changes in debt collections for Arrest Warrants/Commitments (AWC) and the addition of
- 6 the State Debt Collection as a collection program will increased debt collections efforts and the need for
- 7 the addition of a 1.0 FTE Collections/Accounts Specialist position; and,
- 8
- 9 **WHEREAS**, the implementation of eFile has reduced the need for two 1.0 FTE Deputy Clerk of Court
- 10 positions; and,
- 11
- 12 **WHEREAS**, the shift in job duties from a Deputy Clerk of Court position to a Collections/Accounts
- 13 Specialist will better serve the Circuit Court and citizens of Rock County; and,
- 14
- 15 **WHEREAS**, the Office of the Clerk of Circuit Court has two vacant Deputy Clerk of Court positions
- 16 at a starting salary of \$37,440 each; and,
- 17
- 18 **WHEREAS**, the starting salary for the Collections/Accounts Specialist is \$39,332.80; and,
- 19
- 20 **WHEREAS**, the Department compared the costs of the two Deputy Clerk of Court positions and one
- 21 Collections/Accounts Specialist and determined by eliminating two Deputy Clerk of Court positions to
- 22 create one Collections/Accounts Specialist a savings of \$35,547.20 in salaries in addition to cost savings
- 23 from eliminating benefits for one position would be applied to the 2019 Budget; and,
- 24
- 25 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 26 this _____ day of _____, 2019 does hereby approve the creation of a 1.0 FTE
- 27 Collections/Accounts Specialist position and the deletion of two 1.0 FTE Deputy Clerk of Court positions
- 28 in the Circuit Court budget.

19-6B-270

Respectfully submitted,

PUBLIC SAFETY & JUSTICE BOARD

Mary Beaver
Mary Beaver, Chair

Phillip Owens
Phillip Owens, Vice Chair

Terry Fell
Terry Fell

Absent
Kara Hawes

Brian Knudson
Brian Knudson

Creating a 1.0 FTE Collections/Accounts Specialist Position and Deleting two 1.0 FTE Deputy Clerk of Court Positions.

Page 2

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Mary Mawhinney, Vice Chair

Richard Bostwick

Henry Brill

Betty Jo Bussie

Louis Peer

Alan Sweeney

Terry Thomas

Bob Yeomans

FISCAL NOTE:

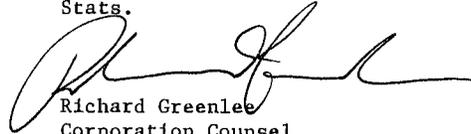
This resolution saves the County money by eliminating 2.0 FTE Deputy Clerk positions and adding 1.0 FTE Collections/Accounts Specialist position.



Sherry Oja
Finance Director

LEGAL NOTE:

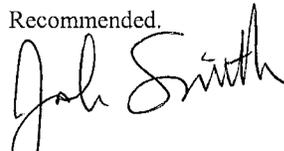
The County Board is authorized to take this action pursuant to §59.22(2), Wis. Stats.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary

ADDING A 1.0 FTE COLLECTIONS/ACCOUNTS SPECIALIST POSITION AND DELETING TWO 1.0 FTE DEPUTY CLERK OF COURT POSITIONS

This resolution changes a 1.0 FTE Deputy Clerk of Court position to a 1.0 FTE Collections/Accounts Specialist position and eliminates a 1.0 FTE Deputy Clerk of Court in the Clerk of Circuit Court Office.

The 2019 Clerk of Circuit budget included funding for a 26.0 FTE Deputy Clerk of Court positions and 2.0 FTE Collections/Accounts Specialists positions. Upcoming changes in debt collections for Arrest Warrants/Commitments (AWC) and the addition of the State Debt Collection as a collection program will shift work load duties from a Deputy Clerk of Court position to a Collections/Accounts Specialist position. With the implementation of eFile, new processes have made it possible for a Deputy Clerk of Court position to be eliminated to offset the wage increase from changing from a Deputy Clerk of Court position to a Collections/Accounts Specialist position. The duties of a Collections/Accounts Specialist are in more demand than the duties of a Deputy Clerk of Court and better serves the Circuit Court and the public.

The Department compared the costs of the positions and determined that increase in wages from a Deputy Clerk of Court position to a Collections/Accounts Specialist position will be offset by a savings of \$35, 547.20 with the elimination of a Deputy Clerk of Court position for the 2019 Budget.