



# ***GREEN LAKE COUNTY***

*571 County Road A, Green Lake, WI 54941*

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**Original Post Date: 08/10/2017**

**Amended\* Post Date:**

## **The following documents are included in the packet for the County Board on August 15, 2017:**

- 1) Agenda
- 2) Draft minutes from the June 20, 2017 meeting
- 3) Contract policy
- 4) Uniform Resolution/Ordinance policy
- 5) Budget adjustments (6)
- 6) Resolution 14-2017 Resolution Establishing 2018 Annual Budgeted Allocation for Pay for Performance
- 7) Resolution 15-2017 Resolution Relating to the Creation of a New Multi-County Aging and Disability Resource Center
- 8) Resolution 16-2017 Resolution Relating to Cancellation of Outstanding Checks
- 9) Resolution 17-2017 Resolution Relating to Labor Agreement with Green Lake County Law Enforcement Association, WPPA Law Enforcement Employee Relations Division
- 10) Ordinance 17-2017 Amending Chapter 9, §9-42 Miscellaneous Appointed Committees
- 11) Ordinance 18-2017 Repealing and Recreating Chapter 257, Vehicles, All-Terrain



**Green Lake County Board of Supervisors**  
**Meeting Notice**

The Green Lake County Board of Supervisors will convene at the **Government Center** in Room #0902 in the City of Green Lake, Wisconsin on Tuesday, the **15th day of August, 2017 at 6:00 PM** for the regular meeting of the Board. Business to be transacted include:

**Amended AGENDA\***

**County Board of Supervisors**

*Harley Reabe, Chair*  
*Nick Toney, Vice-Chair*

- Dist. 1 Larry Jenkins*
- Dist. 2 Vicki Bernhagen*
- Dist. 3 Rich Slate*
- Dist. 4 Paul Schwandt*
- Dist. 5 Peter Wallace*
- Dist. 6 Joy Waterbury*
- Dist. 7 Michael Starshak*
- Dist. 8 Patricia Garro*
- Dist. 9 David Richter*
- Dist. 10 Sue Wendt*
- Dist. 11 Harley Reabe*
- Dist. 12 Robert Schweder*
- Dist. 13 Nick Toney*
- Dist. 14 Dennis Mulder*
- Dist. 15 Katie Mehn*
- Dist. 16 Joe Gonyo*
- Dist. 17 Joanne Guden*
- Dist. 18 Richard Trochinski*
- Dist. 19 Robert Lyon*

**GREEN LAKE COUNTY  
MISSION:**

- 1) *Fiscal Responsibility*
- 2) *Quality Service*
- 3) *Innovative Leadership*
- 4) *Continual Improvement in County Government*

- 1. Call to Order**
- 2. Roll Call**
- 3. Reading of the Call**
- 4. Pledge of Allegiance**
- 5. Minutes of 06/20/17 meeting**
- 6. Announcements**
- 7. Public Comment (3 minute limit)**
- 8. Correspondence**
- 9. Appearances**
  - Presentation of plaque to Green Lake County Health Department for completing Level II requirements
- 10. Department Reports**
  - Shelby Jensen – Child Support/ESU
  - Ed Schuh – Fox River Industries
  - \*Dawn Klockow, Corporation Counsel – Contract Policy and Resolution/Ordinance Format
- 11. Budget Adjustments**
- 12. Resolutions**
  - Resolution 14-2017 Establishing 2018 Annual Budgeted Allocation for Pay for Performance
  - Resolution 15-2017 Relating to the Creation of a New Multi-County Aging and Disability Resource Center
  - Resolution 16-2017 Relating to Cancellation of Outstanding Checks
  - \*Resolution 17-2017 Relating to Labor Agreement with Green Lake County Law Enforcement Association, WPPA Law Enforcement Employee Relations Division
- 13. Ordinances**
  - Ordinance 17-2017 Amending County Board Rule 9-42 Miscellaneous Committees
  - \*Ordinance 18-2017 Repealing and Recreating Chapter 257, Vehicles, All-Terrain/Utility Terrain
- 14. Committee Appointments**
- 15. Departments to Report on September 19, 2017**
- 16. Future Agenda Items for Action & Discussion**
- 17. Adjourn**

The several committees of the Board may also meet for the purpose of discussing or acting upon matters which are the subject matter of the meeting of the County Board of Supervisors.

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin, this 10th day of August, 2017.

Elizabeth A. Otto, Green Lake County Clerk

DRAFT  
TO BE APPROVED AT THE August 15, 2017 MEETING

# GREEN LAKE COUNTY

## *BOARD PROCEEDINGS*

### *REGULAR SESSION*

*June 20, 2017*

The Green Lake County Board of Supervisors met in regular session, Tuesday, June 20, 2017, at 6:00 PM in the County Board Room, Green Lake, Wisconsin.

The Board was called to order by Harley Reabe, Chairman. Present – 18, Absent – 1 (District 16-Joe Gonyo)

<u>Supervisor</u>	<u>Supervisor Districts</u>
Larry Jenkins	1
Vicki Bernhagen	2
Rich Slate	3
Paul Schwandt	4
Peter Wallace	5
Joy Waterbury	6
Michael Starshak	7
Patti Garro	8
David Richter	9
Sue Wendt	10
Harley Reabe	11
Robert Schweder	12
Nick Toney	13
Dennis Mulder	14
Katie Mehn	15
Joanne Guden	17
Richard Trochinski	18
Robert Lyon	19

**READING OF THE CALL**

1. The Green Lake County Board of Supervisors will convene at the Courthouse at the Government Center in the City of Green Lake, Wisconsin on Tuesday the 20th day of June, 2017 at 6:00 PM for the regular meeting of the Board. Monthly business to be transacted includes:

CALL TO ORDER  
ROLL CALL  
READING OF THE CALL  
PLEDGE OF ALLEGIANCE  
MINUTES OF 05/16/17  
ANNOUNCEMENTS

**DRAFT**  
**TO BE APPROVED AT THE August 15, 2017 MEETING**

PUBLIC COMMENT (3 MIN LIMIT)

CORRESPONDENCE

DEPARTMENT REPORTS

- Amy Brooks – Highway Commissioner
- Catherine Schmit, County Administrator – 2018 Budget

BUDGET ADJUSTMENTS

RESOLUTIONS

- Resolution 12-2017 Relating to Creating a Restricted Cash – Capital Outlay Buildings and Grounds Account
- Resolution 13-2017 Relating to Funding and Filling a Full-Time Agricultural Agent Position

ORDINANCES

- Ordinance 16-2017 Amending Ordinance 1043-2012, as amended by Ordinance 1116-2015, Green Lake County Administrative Policy Manual
- Ordinance 17-2017 Repealing and Recreating Chapter 257, Vehicles, All-Terrain

COMMITTEE APPOINTMENTS

DEPARTMENTS TO REPORT ON August 15, 2017

CLOSED SESSION

- Consider motion to convene into closed session per Wis. Stat. §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session. This closed session relates to considering first right of refusal on sales properties.

RECONVENE TO OPEN SESSION TO TAKE ACTION, IF APPROPRIATE, ON MATTERS DISCUSSED IN CLOSED SESSION

FUTURE AGENDA ITEMS FOR ACTION & DISCUSSION

OTHER MATTERS AUTHORIZED BY LAW

AND SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE BOARD OF SUPERVISORS.

ADJOURN

The several committees of the Board may also meet for the purpose of discussing or acting upon matters, which are the subject matter of the meeting of the County Board of Supervisors.

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin this 9th day of June, 2017.

Elizabeth A. Otto  
Green Lake County Clerk

**PLEDGE OF ALLEGIANCE**

1. The Pledge of Allegiance to the Flag was recited.

**MINUTES OF 5/16/2017**

2. ***Motion/second (Richter/Wallace)*** to approve the minutes of May 16, 2017 as presented. All Ayes. Motion carried.

**ANNOUNCEMENTS**

3. The next County Board meeting will take place on August 15, 2017 at 6:00 PM. There is no meeting scheduled for July.

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### TO BE APPROVED AT THE August 15, 2017 MEETING

4. Ordinance 17-2017 Repealing and Recreating Chapter 257, Vehicles, All-Terrain will be removed from the agenda. That ordinance has been returned to the Highway Committee for further review.

#### PUBLIC COMMENTS (3 Minute Limit)

5. None

#### CORRESPONDENCE

6. County Clerk Liz Otto read a letter from Governor Scott Walker acknowledging receipt of Resolution 10-2017 Providing Adequate Resources to Support County Land Conservation and Cost-Sharing for Farmers and other Land Users.
7. County Clerk Liz Otto read a letter from the State Department of Health Services congratulating the Green Lake County Health Unit on being certified as a Level II Health Department.
8. County Clerk Liz Otto read a letter from David Wilke, Green Lake County Farm Bureau President, urging UW-Extension to fill the Agriculture Agent position as soon as possible.

#### DEPARTMENT REPORTS

9. Amy Brooks, Highway Commissioner, gave a report on the Highway department. She gave an update on road ratings, chip sealing, reconstruction projects, and other 2017 road projects.
10. Cathy Schmit, County Administrator, gave a report on the timeline for 2018 budget. Schmit will be working with Department Heads between now and Labor Day to get the budget completed. She informed the Board that there will be much more detail in the 2018 budget than in years past and that all Department Heads should be keeping their committees of jurisdiction informed of their budget progress.

#### BUDGET ADJUSTMENTS

11. **Motion/second (Garro/Guden)** to approve budget adjustments. **Motion/second (Slate/Starshak)** to divide each budget adjustment to a separate vote. All ayes. Motion carried.
12. County Clerk - move \$300.00 to Child Support for copier contract  
**Motion/second (Starshak/Jenkins)** to approve budget adjustment from County Clerk to Child Support. Roll call vote – Ayes – 18, Nays – 0, Absent – 1 (Gonyo), Abstain – 0.
13. Maintenance - move \$5,200 to Highway for repairs/maintenance  
**Motion/second (Garro/Guden)** to approve budget adjustment from Maintenance to Highway. Roll call vote – Ayes – 15, Nays – 3 (Slate, Schwandt, Trochinski), Absent – 1 (Gonyo), Abstain – 0.
14. Contingency - move \$21,700 to IT Software/Hardware to cover cost of new performance management software.  
**Motion/second (Schweder/Garro)** to approve budget adjustment from Contingency to IT Software/Hardware. Discussion held. County Administrator Cathy Schmit explained the reasons

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## TO BE APPROVED AT THE August 15, 2017 MEETING

for the change to a new vendor. Roll call vote – Ayes – 15, Nays – 3 (Slate, Schwandt, Toney), Absent – 1 (Gonyo), Abstain – 0.

15. Highway – move \$50,000 from Applied Funds to Capital Equipment for a new truck *Motion/second (Guden/Slate)* to approve budget adjustment from Applied Funds to Capital Equipment. Discussion held. Roll call vote – Ayes - 17, Nays – 1 (Waterbury), Absent – 1 (Gonyo), Abstain - 0. Motion carried.

### RESOLUTIONS

13. Resolution No. 12-2017 Relating to Creating a Restricted Cash-Capital Outlay Buildings and Grounds Account. *Motion/second (Wendt/Bernhagen)* to adopt Resolution No. 12-2017. Discussion held. Highway Commissioner Amy Brooks and County Administrator Cathy Schmit explained the background of the resolution. Roll call vote to adopt Resolution No. 12-2017 – Ayes – 16, Nays – 2 (Schwandt, Starshak), Absent – 1 (Gonyo), Abstain – 0. Motion carried. Resolution No. 12-2017 passed as adopted.
14. Resolution No. 13-2017 Relating to Funding and Filling a Full-Time Agricultural Agent Position. *Motion/second (Schweder/Garro)* to adopt Resolution No.13-2017. Discussion held. Roll call vote to adopt Resolution No. 13-2017 – Ayes – 18, Nays – 0, Absent – 1 (Gonyo), Abstain – 0. Motion carried. Resolution No. 13-2017 passed as adopted.

### ORDINANCES

15. Ord. 16-2017 Amending Ordinance 1043-2012, as amended by Ordinance 1116-2015, Green Lake County Administrative Policy Manual. *Motion/second (Toney/Wendt)* to enact Ordinance No. 16-2017. Discussion held. Roll call vote to enact Ordinance 16-2017 - Ayes – 15, Nays – 3 (Slate, Schwandt, Starshak), Absent – 1 (Gonyo), Abstain – 0. Ordinance No. 16-2017 passed as enacted.

### COMMITTEE APPOINTMENTS

17. Chairman Reabe appointed the following to the Economic Development Corporation for 2 year terms ending in 2019:  
Scott Sommers  
Phil Baranowski  
David Abendroth  
Lindsey Kemnitz
18. *Motion/second (Garro/Richter)* to approve all appointments. All ayes. Motion carried.

### DEPARTMENTS TO REPORT ON August 15, 2017

19. Chairman Reabe stated that Shelby Jensen will give a report on the Child Support unit and Ed Schuh will give report on Fox River Industries.

### CLOSED SESSION

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## TO BE APPROVED AT THE August 15, 2017 MEETING

20. Consider motion to convene into closed session per Wis. Stat. §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session. This closed session relates to considering first right of refusal on sales properties.
21. ***Motion/second (Starshak/Trochinski)*** to enter into Closed Session at 7:15 PM. Ayes - 18, Nays - 0, Absent – 1 (Gonyo), Abstain - 0. Motion carried.

### RECONVENE TO OPEN SESSION TO TAKE ACTION, IF APPROPRIATE, ON MATTERS DISCUSSED IN CLOSED SESSION

22. ***Motion/second (Starshak/Mulder)*** to reconvene into Open Session at 7:26 PM. Ayes - 16, Nays – 2 (Schwandt, Wendt), Absent – 1 (Gonyo), Abstain - 0. Motion carried.
23. ***Motion/second (Starshak/Schwandt)*** to take no action on the matters discussed in Closed Session. Roll call vote – Ayes – 14, Nays – 4 (Richter, Reabe, Schweder, Mulder), Absent – 1 (Gonyo), Abstain – 0. Motion carried.

### OTHER MATTERS AUTHORIZED BY LAW

24. Supervisor Waterbury requested that the Fox River Industries Ad Hoc committee give an update on their findings.

### ADJOURN

25. ***Motion/second (Schweder/Wendt)*** to adjourn at 7:28 PM. All Ayes. Motion carried.

Respectfully Submitted,

Elizabeth Otto  
Green Lake County Clerk



## **GREEN LAKE COUNTY CONTRACT REVIEW POLICY & PROCEDURE**

A contract (sometimes referred to as an agreement) is a written or verbal agreement enforceable by law. Generally, contracts will be between Green Lake County as a purchaser of goods or services and a vendor or supplier who provides goods or services. A contract may also be made between Green Lake County and a seller, buyer, lessor or lessee or real or personal property.

Green Lake County as a statutory body corporate under Wis. Stat. §59.01 has the ability to “make such contracts and to do such other acts as are necessary and proper to the exercise of the powers and privileges granted and the performance of the legal duties charged upon it.”

### **I. PROCEDURE**

- A. County Ordinance 60-22 requires that the County Administrator sign all contracts not specifically requiring the signature of the County Board Chair and County Clerk in order to legally bind the County to the contract. An exception is when a particular contract requires the signature of the County Board Chair. There may also be instances where the County Clerk’s signature is required. All contracts and agreements must be entered into by Green Lake County. With certain exceptions, individual county departments do not have the ability to contract for goods and services in the name of Green Lake County.
- B. The Corporation Counsel must review written agreements for adequate insurance, indemnity and hold harmless language. Even contracts for small sums can carry large liability exposure and have inadequate insurance to protect the County, and unfavorable indemnity and hold harmless language. Adequate protection for the County must be in place prior to contract approval. Review by Corporation Counsel is essential to ensure the Count is exposed to minimal risk.
- C. The Purchasing Agent or assigned written designee may sign purchase order contracts for goods or services, pursuant to the current purchasing policy.
- D. The County Board of Supervisors must approve contracts for the sale or purchase of real property after the passage of a resolution authorizing the sale or purchase of real property. The County Administrator, County Board Chairperson and County Clerk, as set forth in the enabling resolution, will sign contracts for the sale or purchase of real property. The Green Lake County Clerk holds all real property for the benefit of the County. Wis. Stat. §59.52(6) states that the County Board directs the County Clerk to lease, sell or convey County property.



E. The purchase of or contracting for goods or services that involve a financing component must be reviewed by the Finance Committee, Home Committee and County Administrator, approved the County Board of Supervisors and be signed by the County Administrator. This includes the lease of equipment or vehicles, as the resulting lease obligation is a form of indebtedness that must be budgeted and accounted for. If the purchase of the goods or services has been approved, through the annual budget process the committee and county board review procedure does not apply and the contract may be presented to the County Administrator for signature after being reviewed under this policy.

F. Routing procedure:

1. Department Head must conduct the preliminary review of the contract.
2. Once the preliminary review is complete, the Department Head will forward the contract, the Contract Approval Form and any necessary supporting documents to the Corporation Counsel Office for legal review.
3. Once Corporation Counsel has reviewed the contract, it will be returned to the Department Head with approval or a denial with explanation of which terms and conditions need changing or further negotiation. The Department Head and Corporation Counsel will work together to negotiate the unacceptable terms and conditions. When providing a department head with written comments, Corporation Counsel will try to provide them in a format that you can forward to the vendor. However, this may not always be possible because some comments may contain recommendations, strategies or “bottom line” position(s). Be careful to separate Corporation Counsel’s legal strategy advice from any requests to amend or delete certain contract provisions. If you are uncertain of which comments to hold back, please contact the Corporation Counsel. If the Corporation Counsel makes recommendations for changes in contracts drafted by the other party, it is the department head’s responsibility to proofread the next draft to be sure that the changes were properly made and that the other party did not make any other changes.
4. Once Corporation Counsel has approved and signed off on the Contract Approval Form, Corporation Counsel shall forward the contract to the County Administrator (or the Clerk or Chair) for final approval and signature.
5. The County Administrator will return the signed contract to the Department Head who will obtain the signature of the vendor and send an original copy to the County Clerk, keep a copy and also send a copy to the Corporation Counsel.

6. The target timeframe for the contract review process is 10 business days. However, contracts that are more complex may require more time for review, negotiation and approval. Please plan accordingly. It is unrealistic to review and negotiate a contract on short notice, unless it is a legitimate emergency.

## II. Preliminary Departmental Review

Often a Department Head has worked extensively with a vendor and the vendor's sales agent on what services the department needs and has negotiated a price. However, once the basic details of the transaction have been negotiated, there is one more piece of negotiation left, which is the contract terms. Department Heads should review the vendor's contract, taking special care to review and obtain any standard terms and conditions that are often mentioned in a quote, which can sometimes be found on the vendor's website or other sales document that incorporate those terms into the sales transaction but are not necessarily contained in the sales documents. Department Heads or their designee should review all contracts prior to submission to the Corporation Counsel to ensure that the services and goods that are being purchased are exactly what you expect after speaking with the vendor's sales representative.

Prior to submitting a contract to Corporation Counsel, a Department Head should review all contractual documents for the following:

### A. Has the County Purchasing Policy been followed

1. See County Ordinance 9-36(4) for the purchasing policies.

### B. Completeness

1. Is the contract complete? Are all the pages, exhibits, attachments, etc. accounted for?
2. Are all the blanks filled in or are blank spaces filled in with "n/a" (not applicable). Contracts should not contain blank spaces.
3. Are all the necessary terms contained in the contract? If the contract is the result of an award from an RFP, are all of the required terms set forth in the RFP also contained in the contract?

4. If the contract is a result of an RFP, are there any terms that contradict what Green Lake County required in the RFP?
5. Does the contract incorporate “General Terms and Conditions” that are not included with the contract? Do you have to find the General Terms and Conditions on the vendor’s website? Often vendors will not include their General Terms and Conditions or Standard Terms and Conditions on their boilerplate contracts for sales or services, but they will be incorporated into the contract by reference and you may not realize what additional terms the County may be bound to. You must obtain a copy of any General Terms and Conditions or Standard Terms and Conditions from the vendor if those conditions are not included with the contract.

#### C. Parties

1. Make sure the parties are properly identified. Are all references to the parties, including references in the first paragraph of the contract, the abbreviations or defined terms referring to the parties, and the signature blocks, complete, accurate and consistent? All Contracts/Agreements should be between the vendor and Green Lake County. County departments (with the exception of certain Highway contracts) do not have statutory authority to bind the County.
2. Make sure there is a point of contact for each party (name, mailing address, email, telephone & fax). This is often found in a “Notice” section of a contract.

#### D. Signature Authority

1. Make sure the person signing on behalf of Green Lake County has authority to sign the contract. Signing a contract without appropriate authority could lead to personal liability for performance of the contract. Generally, the County Administrator will sign all contracts. Some contracts or grants may require the signature of the County Clerk and the County Board Chair.
2. The contract should state that the person signing on behalf of the other party has authority to sign as its representative.

#### E. Subject Matter and Performance

1. Does the contract clearly state the goods and/or services to be provided to or by Green Lake County? The subject matter of the agreement, whether it involves the purchase of goods and services, must be clear and

unambiguous as to what is expected and specific in its description of who does what, when, where and how.

2. Any addenda further describing the subject matter of the contract must be labeled properly, identified clearly and consistently throughout, and attached to the contract.
3. What is the mechanism for assurance that the products/services are delivered?
4. Can the department head adequately monitor under the terms of the contract?
5. Are there any performance deadlines outside of the contract that must be met? For example, are there any dates by which the department must report to a state or federal agency, which would require the vendor to have completed its contract obligations in order for the department head to timely complete their report?

#### F. Effective Date

1. Does the contract clearly state the beginning or effective date (month, day, year)?

#### G. Termination

1. Does the contract clearly state the ending or expiration date (month, day, year)?
2. How is the right to terminate the Agreement prior to the ending or expiration date expressed – e.g., at any time, for any reason, etc., or ‘in the event of’ clause.
3. Are the circumstances allowing termination clearly identified?
4. Does Green Lake County have flexibility to terminate the contract in the event it becomes necessary or appropriate?
5. If the other party has the right to terminate does the contract require them to provide sufficient advance notice to Green Lake County?
6. Do you want to include a clause providing that the agreement’s termination does not affect the rights and obligations of the party that accrued before termination? If yes, make sure that the rights and

obligations specified are ones that you want to exist beyond the termination of the contract.

7. Green Lake County should reserve the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms.

#### H. Length/Extension

1. Make sure the length of the contract is what you want it to be.
2. Do you anticipate that you will want the contract to be extended? In the vast majority of cases, extension should be by mutual written agreement. Generally, you should not agree to an “automatic” extension unless you are sure that is what you want and it is consistent with your need. Automatic extension clauses usually require some kind of notice that you don’t want the contract to extend to be provided by a certain date or extension is automatic. Missing that deadline can create problems when you didn’t want to extend the contract.

#### I. Cancellation provisions

1. Green Lake County must have the ability to cancel a contract on 60 calendar days or less upon written notice, or upon failure to appropriate sufficient funds for payment of the contract.

#### J. Payment Terms

1. Does the contract clearly and accurately state the maximum amount that Green Lake County will be obligated to pay?
2. Does the contract clearly establish the place, time and method of payment?
3. Green Lake County needs at least 30 days to pay invoices on a contract.

#### K. Taxes

1. Green Lake County does not pay sales tax for services or purchases. Make sure the contract doesn’t require payment of taxes.

#### L. Late Payment Fees

1. Any requirement for Green Lake County to pay additional fees for late payment that conflicts with Wis. Stat. § 71.82 must be stricken from the contract or revised to remove conflicting language. Late payment fees over 12% should be stricken as against Wisconsin statutes.

#### M. Services

1. What is the scope of work to be done? Is it measurable per the contract language?

#### N. Limitations and Restrictions

1. Are there copyright provisions that limit the County's use of the purchased services/product? Are there "ownership of product" issues? For example, in a contract relating to a building project, Green Lake County would be paying for and getting a design that will remain the property of Green Lake County and NOT the property of the architect.

#### O. Representations and Warranties

1. Many contracts disclaim warranties of merchantability or fitness for a particular purpose. Some contracts will specifically state what warranty is included. Check with Corporation Counsel regarding the vendor disclaiming any warranties or fitness for a particular purpose. Depending on the contract, having these clauses may or may not be an issue.

#### P. Insurance Issues

1. Does the contract require Green Lake County to carry any kind or amount of insurance? If so, the insurance coverage should be limited to liability arising from Green Lake County's activities under the contract, or for our own general purposes (for example, we have worker's compensation insurance, so a contract that requires us to have worker's compensation coverage for our employees is acceptable). Green Lake County should not be contractually obligated to purchase general liability insurance coverage for somebody else's property, premises or operations. Make sure the purpose of the insurance and who/what will be covered by it are clearly stated in the contract.
2. Should the other party to the contract carry insurance to protect Green Lake County's interests?

3. Is the vendor limiting its insurance or indemnity to the contract price?  
Depending on the risk, this may be acceptable.

#### Q. Assignability Clause

1. The contract should not be assignable without the county's written consent.

#### R. Governing Law, Venue and Jurisdiction

1. If a company wants to do business in Wisconsin, particularly a Wisconsin County, we should expect that company to agree to use the laws of the State of Wisconsin and Wisconsin courts to resolve disagreements. If the governing law and venue are a state other than Wisconsin, the County would have to hire outside counsel if there is a dispute. The contract should contain language which makes Wisconsin law apply and requiring claims to be brought in Wisconsin. If the other party refuses to agree to this, suggest striking the entire clause, so that the contract is silent on "choice of law" and "venue" clauses. If the other party refuses to agree to Wisconsin law and venue, or striking the clauses altogether, consult with the Corporation Counsel Office and the County Administrator.

#### S. Binding Arbitration

1. Sometimes strike any clause requiring the parties to use binding arbitration if a dispute arises. Green Lake County will not agree to binding arbitration. Non-binding arbitration clauses may be permissible. If you have a non-binding arbitration clause or cannot get the other party to agree to strike a binding arbitration clause, consult with the Corporation Counsel Office and the County Administrator.

#### T. Confidentiality

1. Is there adequate confidentiality of information provisions if access is allowed to confidential material (i.e. DHS, Health Care Center, employee records)? Is a HIPAA Business Associate Agreement required?
2. The availability of information concerning the contract is subject to disclosure under the Wisconsin public records statute. The existence of the agreement itself can never be confidential. Any confidentiality provisions should be tailored to reflect this requirement and drafted narrowly to protect any proprietary interests or trade secrets without running afoul of the public records statute. All confidentiality clauses should contain an "except as required by Wisconsin law" statement.



## U. Independent Contractors

1. The contract must be clear that this is an independent contractor relationship
2. Example language: “The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship, except the contract relationship established herein.”

## V. Breach and Remedies

1. Are events that constitute a default/material breach in performance listed? If they are, they should be clear and specific and the consequences on the rights and obligations of the parties identified. Is there a specific method for providing notice of default/breach? Is there an opportunity to cure? What are the specifics? What time period is allowed for cure?

## W. Liquidated Damages

1. Strike out any contract clause that states that damages are limited to a specific dollar amount.
2. Strike out any contract clause that states the county will pay liquidated damages for cancelling a contract prior to its expiration date.
3. It may be possible to negotiate that damages are limited to the vendor’s insurance limits. There is a trend where vendors attempt to limit the County’s damages to the contract purchase price.
4. Are there any penalties for non-performance? Should there be? Who will be penalized, the county or the vendor?

## X. Incidental or Consequential Damages

1. Contract clauses that relieve a vendor or service provider of any responsibility for incidental or consequential damages are generally acceptable. Sometimes they are not, however, because of damages or loss that Green Lake County could suffer if the other party breaches the contract. These clauses should be reviewed by the Corporation Counsel Office. An example would be billing software that isn’t installed on-time and the county is unable to bill for services and loses revenue.

## Y. Hold Harmless and Indemnification Clauses

1. Does the contract contain liability limitations or liability shifting mechanisms and what is the impact on the County? (i.e. when a company requires the County name the company providing services as an additional insured, that provision is unlikely to be approved.)
  - a. Indemnity clauses make a party absorb the losses caused by that party or to compensate the other party for something that you do, or fail to do, that causes the other party to experience some type of loss. It is used to shift potential costs from one party to the other, usually against liability to a third party. For example, the contractor agrees to reimburse the county for damages its causes and attorney's fees incurred in a lawsuit brought by a person harmed by the contractor. Indemnification costs can be large, since attorney's fees and damages can add up in a lawsuit.
2. Hold Harmless and/or Indemnity Clause that burden Green Lake County. Strike out any hold harmless or indemnity clause that requires the County to accept liability for the negligence of anyone other than a County official or employee, including negligent violations of HIPAA.
3. Limitation of liability. Often contractors will attempt to limit liability to the amount the County pays for the contracted services or product. Department Heads should consult with Corporation Counsel, the County Administrator and the County's insurance carrier to determine the amount of insurance the contractor/vendor should have or other possible avenues to adequately protect the County.
4. Mutual indemnity clauses where the parties agree to indemnify each other for the acts of their own employees may be acceptable.
5. Waiver of subrogation rights. The County should not agree to waive the subrogation rights of its insurer without first consulting with the Corporation Counsel, County Administrator and the County's insurance carrier.

## Z. Payment of Attorney Fees

1. Strike any clause which requires payment of costs and attorney fees to the prevailing party in the event of litigation. Green Lake County will not agree to pay costs or attorney fees without a court order. Wisconsin law

will determine whether, and to what extent, a party to litigation can recover costs and attorney fees.

2. If the other party refuses to strike this clause, consult with the Corporation Counsel Office and the County Administrator.

AA. Civil Rights

1. State contracts must contain a provision prohibiting the contractor from discriminating against its employees or applicants for employment on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Contractors of a certain size are required to have an affirmative action plan. See your grants or contracts specialist if you have any questions.

BB. Renewal and Extensions of Expiring Contracts

1. If you are renewing or extending a contract and it is identical to an existing contract that has already been reviewed by the Corporation Counsel Office. It is still good practice to review it for something.

**III. Contract Review by the Corporation Counsel Office**

The review of contracts is a legal service provided by the Corporation Counsel for all Green Lake County Departments. A contract will generally be reviewed in the order in which requests for legal services are received, subject to other more urgent matters requiring attention. Please allow sufficient lead-time for Corporation Counsel to review, and if necessary, negotiate changes to the contract. Generally, 10 business is sufficient lead-time for reviewing.

The role of the Corporation Counsel is to protect the County's legal interests and minimize potential liability as much as possible. Some goals of the individuals, businesses and municipalities with whom Green Lake County enters into contracts are contrary to this. Review of a contract is not a criticism or judgment of the company with which you are proposing to contract, nor is it a criticism of the Department Head or Manager.

After a contract is reviewed, it will be returned to the Department Head (or designee) who submitted the contract. It will be the responsibility of the Department Head to obtain signatures and any necessary review and/or approval by the County Administrator, Committee of Jurisdiction or the County Board of Supervisors as required by other County policies. It is the responsibility of Department Heads, and not the Corporation Counsel Office, to administer and monitor contracts related to their department.

Submittal to Corporation Counsel Office: Contracts submitted to the Corporation Counsel Office for review must conform to the following requirements:

1. Format of Submission. Contracts must be submitted in as an electronic copy (word processor, PDF, etc.) Send it by email to the following email address: [asmit@co.green-lake.wi.us](mailto:asmit@co.green-lake.wi.us). MS Word is the preferred format.

2. Cover Sheet. Contracts must be submitted with a “Contract Review Cover Sheet,” a form available from the Corporation Counsel Office in paper and/or fillable electronic (MS Word) providing the following information:

- (a) An explanation of the purpose of the contract;
- (b) The Department Head’s review, including comments about provisions that are of concern or unacceptable, recommendations and notes or questions about provisions that require explanation. Please do not send contracts that you have not reviewed and commented on. The Department Head should understand and be comfortable with the language presented in the contract. If not, it is important that comments or notes to the contrary be included. For contracts referred to the Corporation Counsel Office by someone other than the Department Head also include a notation that the Department Head has authorized the referral.
- (c) Whether the appropriate committee or the County Administrator has reviewed and approved the project, program and/or purchase of equipment, along with funding, or that such review is pending or will come after the final draft of the contract is complete, or that such review is not necessary. This applies to new contracts, amendments, and renewal of current contracts.
- (d) Any critical time limits or dates for signing the contract, implementation, or committee review/approval.
- (e) If the contract is a renewal or amendment of a current contract, highlight the changes compared to the current contract and include a copy of the current contract. We do not need to reinvent the wheel with something that has already been reviewed and approved, but we should review the document to make sure the vendor did not change any standard terms and conditions that were previously agreed upon.

3. Requests for Proposals. If the contract is the result of an RFP, submit electronic copies of the RFP and the successful bidder’s proposal. Many RFP’s refer to Exhibits or Attachments that become part of the contract. If there were any

Exhibits or Attachments that were part of the RFP or the bid, they must also be provided in electronic format.

4. Other Relevant Documents. If there are other documents that are incorporated by reference, such as prior contracts, schedules, addendums, appendixes, etc., include them – they are part of the contract. If a contract refers to an addendum, appendix or other document that is incorporated into the contract and those documents are not included, the contract will be returned to the Department Head.

## CONTRACT APPROVAL FORM

<b>Contract Title:</b>			
<b>Full Vendor/Provider Name:</b>			
<b>Vendor Acronym (if applicable)</b>			
<b>County Department:</b>			
<b>Contract Start Date</b>		<b>Contract End Date:</b>	
<b>Contract Type:</b>	<input type="checkbox"/> Original Contract		
	<input type="checkbox"/> Amendment/Extension	<b>Date of Original:</b>	
<b>Date review to be complete</b>			

**Financial Information:**

Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source: <input type="checkbox"/> Levy <input type="checkbox"/> Grant <input type="checkbox"/> Revenues <input type="checkbox"/> Other:	
Budget Line Item/Account Number:	
Contract Amount:	

**Required Approvals:**

Check all that apply	Approved by:	Date:
<input type="checkbox"/> Department Head		
<input type="checkbox"/> Committee		
<input type="checkbox"/> County Board		
<input type="checkbox"/> County Administrator		

**Department Comments:**

Contract Purpose:	
Provisions that are of concern	
For renewals – what is different	

**Corporation Counsel Review:**

	Signature	Date
<input type="checkbox"/> Approved as to form/content		
<input type="checkbox"/> Not Acceptable		
<input type="checkbox"/> Changes required		

**Corporation Counsel Comments:**

- See Attached Memo  
 No Comments

## **Policy for Uniform Ordinance and Resolution Format**

To ensure consistency in the formatting of Ordinances and Resolutions pending before the County Board, the following format shall be used:

1. Line numbers shall be placed at the left margin. Line numbers can be found in MS Word under the “layout” tab. Line numbers should be suppressed for the Ordinance or Resolution number, introductory paragraph, in between paragraphs and signature table.
2. The signature table and vote record table must remain on the first page of the Ordinance or Resolution. For Ordinances the “now, therefore, be it ordained, and “be it further ordained” clauses may continue on subsequent pages. For Resolutions the “whereas” and “be it resolved” clauses may continue on subsequent pages.
3. The Ordinance or Resolution number at the top of the page should be left blank. It is assigned by the County Clerk after all Ordinances and Resolutions have been submitted. Be sure that the year is correct.
4. Fiscal notes should be attached as separate pages for inclusion in the Ordinance or Resolution. Language indicating there is a fiscal note should be placed above the signature table.
5. Use a 1-inch margin on all sides, except for the signature table.
6. Font is Arial 12.
7. The Ordinance or Resolution should state whether it is a majority or 2/3 vote. This should be placed above the signature table.
8. A properly formatted Ordinance and Resolution form will be made available on the County intranet and must be used by all Departments.



**RESOLUTION NUMBER -2017**

**Name of Resolution**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the DATE day of MONTH, YEAR, does resolve as follows:

- 1 **WHEREAS,**
- 2 **WHEREAS,**
- 3 **WHEREAS,**
- 4 Fiscal note is attached.
- 5 vote is needed to pass.

Roll Call on Resolution No. -2017

Submitted by

Committee:

Ayes , Nays , Absent , Abstain 0

\_\_\_\_\_  
, Chair

Passed and Adopted/Rejected this DATE  
day of MONTH, 2017.

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
ATTEST: County Clerk  
Approve as to Form:

\_\_\_\_\_  
Corporation Counsel

6 **NOW THEREFORE BE IT RESOLVED**

7 **BE IT FURTHER RESOLVED**

8 **BE IT FURTHER RESOLVED**

9 **BE IT FURTHER RESOLVED**

10 **FISCAL NOTE:**

ORDINANCE NO. -2017

(Amending/creating)

The County Board of Supervisors of Green Lake County, Green Lake Wisconsin, duly assembled at its regular meeting begun on the day of , 2017, does ordain as follows:

1 NOW, THEREFORE, BE IT ORDAINED, that the shall be (amended/created) as  
2 follows:

3 BE IT FURTHER ORDAINED, that this ordinance shall become effective upon passage  
4 and publication

Roll Call on Resolution No. -2017

Submitted by Committee:

Ayes , Nays , Absent , Abstain 0

\_\_\_\_\_  
, Chair

Passed and Adopted/Rejected this DATE  
day of MONTH, 2017.

\_\_\_\_\_

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_

\_\_\_\_\_  
ATTEST: County Clerk  
Approve as to Form:

\_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# GREEN LAKE COUNTY

## Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: May 17, 2017  
 Department: Maintenace/Purchasing&Utilities  
 Amount: \$0.00  
 Budget Year Amended: 2017

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

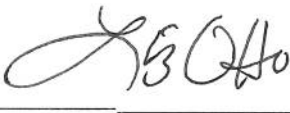
To move budget to Food Pantry accounts

**Revenue Budget Lines Amended:**

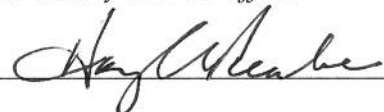
Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ -	

**Expenditure Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
17-100-04-51430-222-004	Electric & Gas - Food Pantry	\$ 6,000.00	\$ (6,000.00)	\$ -
17-209-32-54641-222-561	Electric & Gas - Food Pantry	\$ -	\$ 6,000.00	\$ 6,000.00
17-100-04-51430-221-003	Water & Sewer - Food Pantr	\$ 600.00	\$ (600.00)	\$ -
17-209-32-54641-221-561	Water & Sewer - Food Pantr	\$ -	\$ 600.00	\$ 600.00
17-100-06-51600-206-00	Service Contracts	\$ 18,970.00	\$ (800.00)	\$ 18,170.00
17-100-06-51600-209-000	Contracted Services	\$ 14,000.00	\$ (1,400.00)	\$ 12,600.00
17-100-12-55200-350-000	Repair & Maintenance	\$ 25,000.00	\$ (2,300.00)	\$ 22,700.00
17-209-32-54641-209-561	Contracted Services - Food	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00
Total Adjustment			\$ -	

Department Head Approval:   
 Date Approved by Committee of Jurisdiction: 6/6/17 (P+I)

*Following this approval please forward to the County Clerk's Office.*

Date Approved by Finance Committee:  6-28-17  
 Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

# GREEN LAKE COUNTY

## Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: May 24, 2017  
 Department: Treasurer  
 Amount: \$4,990.00  
 Budget Year Amended: 2017

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

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**Revenue Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
17-400-00-48100-000-000	Interest Income	\$ 10.00	\$ 4,990.00	\$ 5,000.00
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 4,990.00	

**Expenditure Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ -	

Department Head Approval: *Amanda Torrey*  
 Date Approved by Committee of Jurisdiction: \_\_\_\_\_

*Following this approval please forward to the County Clerk's Office.*

Date Approved by Finance Committee: *Heidi Kenner 6-28-17*  
 Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

# GREEN LAKE COUNTY

## Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: May 25, 2017  
 Department: County Board  
 Amount: \$337,547.03  
 Budget Year Amended: 2017

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

Adjust budget for TID closure proceeds received in 2017 to be carried forward in  
Contingency Fund.

**Revenue Budget Lines Amended:**

<u>Account #</u>	<u>Account Name</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Final Budget</u>
17-100-00-41900-000-000	Other Taxes	\$ -	\$ 337,547.03	\$ 337,547.03
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 337,547.03	

**Expenditure Budget Lines Amended:**

<u>Account #</u>	<u>Account Name</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Final Budget</u>
17-101-00-58000-000-000	Contingent Fund Expend.	\$ 98,025.00	\$ 337,547.03	\$ 435,572.03
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 337,547.03	

Department Head Approval: Catherine J. Schmit

Date Approved by Committee of Jurisdiction: \_\_\_\_\_

*Following this approval please forward to the County Clerk's Office.*

Date Approved by Finance Committee: Harold W. Heine 6-28-17

Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

# GREEN LAKE COUNTY

## Notice of Budgetary Adjustment

### Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: July 6, 2017  
 Department: Law Enforcement  
 Amount: \$8,537.75  
 Budget Year Amended: 2017

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

Insurance check received from Aegis Corporation to settle claim from May 24, 2017 accident involving 2008 Chevy Uplander transport van. Vehicle was a total loss.

**Revenue Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
17-100-09-48326-000-000	Sale of Equipment	\$ 3,500.00	\$ 8,537.75	\$ 12,037.75
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 8,537.75	

**Expenditure Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
17-101-09-57200-999-008	Carryover - 50 Cap. Equip	331,860.00	8537.75	\$340,397.86
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ -	

Department Head Approval: Matt Pedall

Date Approved by Committee of Jurisdiction: 7/12/17

*Following this approval please forward to the County Clerk's Office.*

Date Approved by Finance Committee: 7-26-17

Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_



# GREEN LAKE COUNTY

## Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: July 12, 2017  
 Department: Circuit Court  
 Amount: \$5,126.00  
 Budget Year Amended: 2017

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

Replace broken projector in Courtroom 2 with instant-on projector functionality and no light bulb so future bulb replace costs of an estimated \$590/lamp will be eliminated. No funds were budgeted for the projector replacement in 2017, so requesting funds be allocated from Contingency to the IT Dept. for the purchase of an instant-on, bulb-free replacement projector as quoted by CEC.

**Revenue Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ -	

**Expenditure Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
17-100-25-51450-214-000	IT Software/Hardware	\$ 4,951.00	\$ 5,126.00	\$ 10,077.00
17-101-00-58000-000-000	Contingent Fund	\$ 93,025.00	\$ (5,126.00)	\$ 87,899.00
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ -	

Department Head Approval: 

Date Approved by Committee of Jurisdiction: 07/12/2017

*Following this approval please forward to the County Clerk's Office.*

Date Approved by Finance Committee: 7/24/17

Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

# GREEN LAKE COUNTY

## Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: June 29, 2017  
 Department: Treasurer  
 Amount: See Below  
 Budget Year Amended: 2017

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

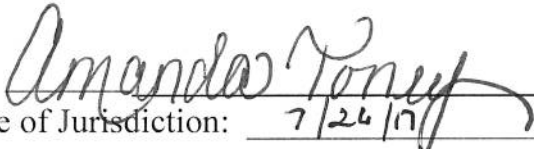
*These budget adjustments are simply to assign accurate budget figures to the following accounts numbers. All of these adjustment are related to the bond reissuance in March.*

**Revenue Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
17-400-00-42000-000-000	Borrowed Money	\$ -	\$ 4,840,948.35	\$ 4,840,948.35
17-400-00-42000-100-000	Debt Premium	\$ -	\$ 25,438.35	\$ 25,438.35
				\$ -
				\$ -
Total Adjustment			\$ 4,866,386.70	

**Expenditure Budget Lines Amended:**

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
17-400-00-58201-000-000	Bond Issuance Cost	\$ -	\$ 72,618.35	\$ 72,618.35
17-400-00-58202-000-000	Debt-Principal Payments	\$ 555,000.00	\$ 6,290,000.00	\$ 6,845,000.00
17-400-00-58203-000-000	Debt-Interest Payments	\$ 465,670.00	\$ (72,070.30)	\$ 393,599.70
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 6,290,548.05	

Department Head Approval:   
 Date Approved by Committee of Jurisdiction: 7/26/17

*Following this approval please forward to the County Clerk's Office.*

Date Approved by Finance Committee: 7/26/17  
 Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

**RESOLUTION NUMBER 14-2017**

**Establishing 2018 Annual Budgeted Allocation for Pay for Performance**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 15th day of August 2017, does resolve as follows:

**WHEREAS**, Green Lake County strives to provide maximum service to its residents while minimizing the financial impact of county taxes on taxpayers, and

**WHEREAS**, Green Lake County continues to operate under State imposed budgetary constraints while providing mandated services, and

**WHEREAS**, with the enactment of ACT 10 the County has reviewed and updated the Green Lake County Personnel Policies and Procedures Manual as well as the Administrative Manual, adopted the WIPFLI Non-Union Compensation Plan and has established an enhanced employee annual review process, and

**WHEREAS**, Green Lake County has now established a policy and practice of compensating employees based on a competitive market salary rate, the quality of their performance, and future non-union wage adjustments shall be based on the merits of employee performance, and

**WHEREAS**, the County Administrator is developing the 2018 Proposed Annual Budget for review and adoption by the Green Lake County Board in November 2017, and wage costs must be incorporated into the budget as proposed and adopted.

**NOW THEREFORE BE IT RESOLVED** by the Green Lake County Board of Supervisors that for staff hired prior to June 30, 2017, each 2018 departmental budget shall include an amount equal to 2% of gross wages to be allocated accordingly to staff based on the merits of employee performance as established during their individual annual performance review, and

Roll Call on Resolution No. 14-2017

Submitted by Personnel Committee  
and approved by Finance:

Ayes      , Nays      , Absent      , Abstain

/s/ Joe Gonyo

Joe Gonyo, Chair

Passed and Adopted/Rejected this 15th  
day of August, 2017.

/s/ Paul Schwandt

Paul Schwandt

\_\_\_\_\_  
County Board Chairman

/s/ Robert Lyon

Robert Lyon

\_\_\_\_\_  
ATTEST: County Clerk

/s/ Robert Schweder

Robert Schweder

\_\_\_\_\_  
APPROVE AS TO FORM: Corporation Counsel

/s/ Sue Wendt

Sue Wendt

**BE IT FURTHER RESOLVED** that any performance based wage increases will be effective January 1, 2018, with back pay distributed no later than the second payroll of April 2018 following finalization of the annual performance evaluation process with the funds being awarded strictly on the merits of each individual employee's performance, and

**BE IT FURTHER RESOLVED** that any departmental funds budgeted for these merit-based wage adjustments remaining after the annual performance review process has been completed shall be applied by the Account Budget Coordinator to any department merit pay line shortages and then transferred to the Non-Lapsing Retirement/Salary/Fringe Pool (Acct# 18-101-23-51820-999) to be available to cover budget variations that occur due to internal position postings, new position hires, retirements, merit pay variations, etc. that are unknown variables that impact budgeted salary/fringe benefits for the year, and

**BE IT FURTHER RESOLVED** that the purpose statement and fiscal note is a directive of the Green Lake County Board.

**PURPOSE:** to establish 2018 budget for merit-based pay adjustments and fund the Non-Lapsing Retirement/Salary/Fringe Pool.

**FISCAL NOTE:** For 2018 the levied general pay increase based on employee performance shall not exceed **\$192,000.00**. Budgeted proceeds not allocated as a merit increase shall be transferred to the Non-Lapsing Retirement/Salary/Fringe Pool (Acct# 18-101-23-51820-999) to cover budget variations that occur due to internal position postings, new position hires, retirements, merit pay variations, etc. that are unknown variables that impact budgeted salary/fringe benefits for the year.



**Resolution Number 16-2017**

**Relating to Cancellation of Outstanding Checks**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 15<sup>th</sup> day of August, 2017, does resolve as follows:

**WHEREAS**, Five checks issued by the Treasurer of Green Lake County, drawn against the County's account at Horicon Bank have not been presented for payment by the payees of said checks in excess of one (1) year since said checks were issued;

**NOW, THEREFORE BE IT RESOLVED**, that said outstanding checks as listed below be cancelled, and the amounts represented thereby be restored to the County's general account:

<u>Check Number</u>	<u>Date of Check</u>	<u>Amount</u>	<u>Payee</u>
180891	05/13/2016	\$361.96	Princeton Senior Center
181160	05/27/2016	\$2,721.77	Portage County Sheriff
181324	06/10/2016	\$22.00	Jason Wassong
181797	07/15/2016	\$25.60	Kayla Peterson
181940	07/15/2016	\$74.77	WI Dept of Justice

**BE IT FURTHER RESOLVED**, that a copy of this resolution be furnished to the Horicon Bank.

**NOTE:** The above checks contain the notation "Void after six months"

Roll Call on Resolution No. 16-2017

Aye , Nay , Absent , Abstain

Passed & Adopted/Rejected this 15<sup>th</sup> day of August, 2017.

Submitted by Finance Committee

/s/ Harley Reabe

Harley Reabe, Chairman

/s/ Larry Jenkins

Larry Jenkins, Vice Chairman

/s/ Robert Lyon

Robert Lyon

/s/ Dennis Mulder

Dennis Mulder

/s/ Joanne Guden

Joanne Guden

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Attest: County Clerk  
Approved as to Form:

\_\_\_\_\_  
Corporation Counsel



**2017 INITIAL BARGAINING PROPOSAL FROM GREEN LAKE COUNTY TO  
GREEN LAKE COUNTY PROFESSIONAL POLICE ASSOCIATION.**

1. Revisions re: County Administrator
  - a) Article 4 – B: replace '*Green Lake County Law Enforcement Committee and the Green Lake County Personnel Committee*' with 'County Administrator'.
  - b) Article 5 – A: replace '*appropriate County Committee*' with 'County Administrator'.
  - c) Article 5 – B: replace '*appropriate governing committee*' with 'County Administrator'. Remove: '*at the next regular scheduled meeting of the appropriate governing committee*'.
  - d) Article 6 – C: replace '*Law Enforcement Committee*' with 'County Administrator'.
  - e) Article 14 – D: replace '*Personnel Committee of the Green Lake County Board of Supervisors*' with 'County Administrator'. Replace '*Committee*' with 'County Administrator'.
  - f) Article 17: replace '*Law Enforcement Committee*' with 'County Administrator'.
2. Article 10 – A: remove '*...under the County's separate law enforcement tier health insurance program as applicable.*'
3. Article 14 – I (2): remove: '*Other than as authorized in subparagraph 5 below, an.....*'
4. WAGES:
  - a) 1/1/2018            1.5%            4.5% Employee share WRS contribution
  - b) 7/1/2018           1.5%
  - c) 1/1/2019           2.5%            5.5% Employee share WRS contribution
  - d) 1/1/2020           2.5%            100% Employee share WRS contribution

Update Wage Rate Table:

From:		To:	
Step 1	Start	Step 1	Start
Step 2	1 Year	Step 2	1 Year
Step 3	2 Years	Step 3	2 Years
Step 4	6 Years	Step 4	6 Years
Step 5	12 Years	Step 5	10 Years

Officers hired with 5 years or more of creditable law enforcement service experience may be credited with the appropriate years of experience when being placed on the wage rate table at the discretion of the Sheriff with approval of the County Administrator.



5. LANGUAGE ITEMS:

a) Article 5 – D: Replace: '*Each party shall bear its share of costs of the arbitrator or reporting transcripts, if any.*' The losing party shall assume the full cost of the filing fee and reimburse the other party within thirty (30) days of the arbitrator's decision.'

b) Article 12 – G: Insert after "F above..." : '*and 24 hours vacation time*', shall be granted....

c) Article 14 – C: move '*grandparent*' from (3) days off to (1) day off.

Add at end of paragraph: Exceptions may be granted at the discretion of the Sheriff or County Administrator.

4. DURATION: Three-year agreement

## Appendix A

### WAGE RATES 2018 – 2020

EFFECTIVE DATE	START	Step 2	Step 3	Step 4	Step 5	WRS Contribution
		1 Year	2 Years	6 Years	10 Years	
<b>Sergeant's</b>						
1/1/2018 (1.5%)	27.03	28.30	29.64	30.97	32.36	4.5% of employee portion paid by employee
7/1/2018 (1.5%)	27.43	28.72	30.08	31.43	32.84	
1/1/2019 (2.5%)	28.12	29.44	30.83	32.22	33.66	5.5% of employee portion paid by employee
1/1/2020 (2.5%)	28.82	30.18	31.61	33.02	34.51	100% of employee portion paid by employee
<b>Detective's</b>						
1/1/2018 (1.5%)	25.75	26.97	28.24	29.51	30.83	4.5% of employee portion paid by employee
7/1/2018 (1.5%)	26.14	27.37	28.66	29.95	31.29	
1/1/2019 (2.5%)	26.79	28.06	29.38	30.70	32.07	5.5% of employee portion paid by employee
1/1/2020 (2.5%)	27.46	28.76	30.11	31.46	32.87	100% of employee portion paid by employee
<b>Deputy Sheriff</b>						
1/1/2018 (1.5%)	25.19	26.38	27.63	28.87	30.17	4.5% of employee portion paid by employee
7/1/2018 (1.5%)	25.57	26.78	28.04	29.30	30.62	
1/1/2019 (2.5%)	26.21	27.44	28.74	30.03	31.38	5.5% of employee portion paid by employee
1/1/2020 (2.5%)	26.86	28.13	29.46	30.78	32.17	100% of employee portion paid by employee

**ORDINANCE NO. 17 –2017**

**Amending Chapter 9, §9-42 Miscellaneous appointed committees**

The County Board of Supervisors of Green Lake County, Green Lake Wisconsin, duly assembled at its regular meeting begun on the 16<sup>th</sup> day of August 2017, does ordain as follows:

**NOW, THEREFORE, BE IT ORDAINED**, that Chapter 9, Section 9-42, Miscellaneous appointed committees shall be amended as follows:

The County Board Chair may appoint, with County Board approval, the membership of various special purpose committees, boards, commissions, etc., as well as so-called ad hoc committees for special, limited purposes with limited durations. These appointed groups shall have such membership as is needed to accomplish the purpose for which appointed and may consist of County Board Supervisors, County officers and employees, lay members, or combinations thereof as appropriate. They shall hold meetings, the time and place of which have been duly advertised, and keep minutes of all actions taken at such meetings, and the members may receive meeting payments and reimbursement for mileage as fixed and allowed by the County Board for all committees as appropriate, with no member to receive more than \$1,500 per committee annually. The duties of each of these special purpose commissions, committees, boards, etc., shall be in accordance with the purpose for which they were established, and they shall provide such reports to the County Board as may from time to time be requested. Committees composed of county employees formed by the County Administrator or any Department Head to study or recommend policy to their respective committees of jurisdiction, even if formed at the direction of the committee of jurisdiction, are not committees of the County Board.

**BE IT FURTHER ORDAINED**, that this ordinance shall become effective upon passage and publication

This Ordinance requires a 2/3 affirmative vote to pass and be enacted.

Roll Call on Ordinance No. 17 – 2017

Aye____, Nay____, Absent____, Abstain____	Submitted by Administrative Committee
Passed & Enacted/Rejected this day of _____, 2017	<u>/s/ Harley Reabe</u> Harley Reabe, Chair
_____ County Board Chairman	<u>/s/ Nick Toney</u> Nick Toney, Vice-Chair
_____ Attest: County Clerk	<u>/s/ Robert Lyon</u> Robert Lyon
_____ Approved as to Form: Corporation Counsel	<u>/s/ Paul Schwandt</u> Paul Schwandt
_____ David Richter	<u>/s/ Michael Starshak</u> Michael Starshak



30 Section 2. Chapter 257, All-Terrain/Utility-Terrain Vehicles is created as follows:

31

32 **§257-1. Authority.**

33

34 This Chapter is adopted under the authority granted by §§59.02 and 23.33 (8)(b) and (11)  
35 Wis. Stats. and Wis. Admin. Code NR §64.12.

36

37 **§257-2. Title.**

38

39 This Chapter shall be known as, referred to, or cited as the “Green Lake County All-  
40 Terrain/Utility Terrain Vehicle, (ATV/UTV) Ordinance.”

41

42 **§257-3. Jurisdiction.**

43

44 This Chapter shall regulate the operation of all all-terrain/utility-terrain vehicles in all  
45 areas of Green Lake County.

46

47 **§257-4. Adoption of Statutory Provisions.**

48

49 Except as otherwise specifically provided in this Ordinance, the statutory provisions in  
50 Chapters 23, 340 to 348 and 350 of the Wisconsin Statutes, establishing regulations with  
51 respect to all-terrain vehicles (ATVs), utility terrain vehicles (UTVs) and Wisconsin  
52 Administrative Code Chapter NR 64, All Terrain Vehicles are hereby adopted by  
53 reference and made a part of this chapter as if fully set forth herein. Unless otherwise  
54 provided in this ordinance, any act required to be performed or prohibited by any statute  
55 incorporated herein by reference is required or prohibited by this ordinance. Any future  
56 amendments, revisions or modifications of the statutes or administrative codes  
57 incorporated herein are made a part of this chapter to secure uniform statewide regulation  
58 of ATVs and UTVs.

59

60 **§257-5. Definitions.**

61

62 The definitions of words and phrases as they appear in §§23.33(1), 340.01, 341.01,  
63 342.01, 343.01, 344.01, 345.01, 346.01, 347.01 and 348.01 Wis Stats. and Wis. Admin.  
64 Code NR §64.02, unless the word or phrase is defined differently in this chapter, are  
65 hereby adopted and made a part of this chapter as if fully set forth herein. Any future  
66 amendments, revisions or modifications of the statutes or administrative codes  
67 incorporated herein are made a part of this chapter to secure uniform statewide regulation  
68 of ATVs.

69

70 As used in this Chapter:

71

72 “Sponsor” means an individual, organization, ATV or UTV club, or municipality that  
73 submits an application to the Highway Department for the designation of a County Trunk  
74 Highway as an ATV route and will pay for the costs to make, install, and maintain ATV  
75 route signs.

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**§257-6. Delegation to Highway Committee.**

The Green Lake County Highway Committee (“the Highway Committee”) is authorized to designate segments of Green Lake County Trunk Highways as ATV routes, in accordance with the provisions of §23.33 Wis. Stats., Wis. Admin. Code Ch. NR §64, and the provisions of this Ordinance. Final approval of any ATV route shall be by the County Board of Supervisors enacting an Ordinance.

**§257-7. Designation, Modification, Suspension and Termination of ATV Routes.**

- A. ATV routes and proposed routes on or across a County Trunk Highway shall be investigated and monitored to ensure that the ATV route has been authorized and that the ATV route does not adversely affect the use of the highway or unreasonably interfere with the peaceful enjoyment of private or public property.
- B. The consideration of a designation of a segment of a County Trunk Highway as an ATV route may be based upon a request for a designation by any individual, municipality, ATV or UTV club or organization that desires a route along, or a crossing over, a County Trunk Highway and which agrees to sponsor the ATV route as required under §257-9.
- C. The Highway Committee shall develop policies and procedures for designation of ATV routes.
- D. The County Board of Supervisors may rescind or modify the designation of an ATV route by repeal of an ordinance granting final approval of the designation or by an enactment of an ordinance modifying the designation.
- E. The Highway Committee may temporarily modify or suspend any designation of an ATV route.
- F. The Highway Commissioner may, without prior approval of the Highway Committee, modify or suspend any designation of an ATV route whenever emergency conditions require closure, up to 120 days. The Green Lake County Sheriff may temporarily close any ATV route whenever emergency conditions require closure.
- G. Upon County Board approval of a designated ATV route, the County Clerk shall immediately send a copy of the Ordinance designating the ATV route to the Wisconsin Department of Natural Resources, the state traffic patrol, the Green Lake County Sheriff and any law enforcement agency of each town, city or village having jurisdiction over any of the county trunk highways to which the Ordinance designating the ATV applies.
- H. The designation of any segment of a County Trunk Highway as an ATV route within an incorporated municipality shall not take effect until the governing body of the municipality has passed a resolution approving the ATV route.

127 **§257-8. Application for ATV Routes.**  
128

- 129 A. Anyone requesting a designation shall complete an application on a form prescribed  
130 by the Highway Committee in compliance with this Ordinance and any applicable  
131 state statute or administrative code and file the application with the Highway  
132 Department.  
133
- 134 B. The application, at a minimum should include:  
135
- 136 1. A map showing the proposed ATV route on the County Trunk Highway.  
137
  - 138 2. A map showing any ATV trails which lead up to the proposed ATV route.  
139
  - 140 3. If there are ATV trails, a statement that the applicant has a lease or some other  
141 permission from landowners to use the trails shown on the map.  
142
  - 143 4. A statement explaining why the County Trunk Highway should be designated as  
144 an ATV route and efforts to establish off-road alternatives.  
145
  - 146 5. If the applicant is an organization, the names and addresses of its officers, the date  
147 when the organization was established or incorporated and the number of  
148 members.  
149
  - 150 6. A statement that the applicant will sponsor and be financially responsible for  
151 payments for the installation and maintenance of the required ATV route signs  
152 required by applicable state statutes and administrative codes and §257-9.  
153
- 154 C. The Highway Commissioner shall review the application for conformance with  
155 Highway Department policies, this ordinance and with all applicable state, federal  
156 and local laws, regulations, and policies.  
157
- 158 D. The Highway Commissioner shall make a report and recommendation to the  
159 Highway Committee regarding any request for a designation of a segment of County  
160 Trunk Highways as an ATV route. The report shall include information regarding  
161 topography, traffic patterns and uses, and other information which may bear on the  
162 safety and appropriateness of the proposed designation, including, any information  
163 provided by the Green Lake County Sheriff's Office.  
164

165 **§257-9. Maintenance of ATV Routes.**  
166

- 167 A. A sponsor shall pay for the projected ten-year cost of procurement, installation, and  
168 maintenance of signs relating to the ATV route, as determined by the Highway  
169 Commissioner. The Highway Commissioner shall prepare an estimate of the cost of  
170 procurement, installation and maintenance of the signage over a projected period of  
171 10 years and furnish the estimate to the sponsor.  
172
- 173 B. Upon passage of an Ordinance designating an ATV route on a County Trunk  
174 Highway, the Sponsor shall provide the Highway Department with a bond, letter of

175 credit, or any other adequate form of monetary security prior to the installation of the  
176 required ATV route signs.

- 177  
178 C. Designation of segments of the Green Lake County Highway System as ATV routes  
179 does not impose upon the Green Lake County Highway Department a greater duty of  
180 care or responsibility for maintenance of those segments than for any other segment  
181 of county highway. Operators of ATVs on county highways designated as an ATV  
182 route assume all the usual and normal risks of ATV operation.

183  
184 **§257-10. Signage of ATV Routes.**

- 185  
186 A. The Green Lake County Highway Department is solely responsible for ATV route  
187 signing. All required designated ATV route signs shall be installed and maintained  
188 by the Highway Department.  
189  
190 B. All required signs shall be in accordance with state statutes and administrative codes  
191 applicable to ATV routes on County Trunk Highways.  
192  
193 C. No person may erect, remove, obscure, or deface any official designated ATV route  
194 sign unless authorized by the Highway Commissioner.

195  
196 **§257-11. Operation on All-terrain/Utility-terrain Vehicle Routes.**

- 197  
198 A. No person shall operate an ATV or UTV on a county trunk highway unless the  
199 county trunk highway has been designated as an ATV route by the Highway  
200 Committee and approved by the County Board of Supervisors, except for operation  
201 that is allowed under state statute or administrative code.  
202  
203 B. No person shall operate an ATV or UTV on a county trunk highway designated as an  
204 ATV route if the County Trunk Highway is closed for any reason.  
205  
206 C. General limitations. The following limitations apply on all county trunk highways  
207 designated as ATV routes:  
208  
209 1. Operators shall abide by all traffic laws unless further restricted by this  
210 Ordinance.  
211  
212 2. No ATV or UTV shall be operated at a speed greater than 25 miles per hour  
213 unless a reduced speed is otherwise required by State Statute.  
214  
215 3. All ATVs and UTVs must operate with fully functional headlights, tail-lights, and  
216 brake lights.  
217  
218 4. ATVs and UTVs may only be operated on an approved ATV route between one  
219 half hour before sunrise and one half hour after sunset from April 15<sup>th</sup> through  
220 November 15<sup>th</sup>.  
221  
222 5. All ATV or UTV operators shall ride in single file on the extreme right hand side  
223 of the paved portion of the highway. Operation on the gravel shoulders, grassy



224 in-slope, ditches, or other highway right-of-way is prohibited unless yielding the  
225 right-of way. Left turns may be made from any part of the highway when it is  
226 safe given prevailing conditions.

227

228 6. Crossings should be made only at a place where no obstruction prevents a quick  
229 and safe crossing. "Obstruction" includes, but is not limited to impairment of  
230 view and potentially hazardous roadway conditions.

231

232 7. All ATV and UTV operators and passengers under 18 years old shall wear  
233 protective headgear while operating on county trunk highways.

234

235 8. No person under the age of 16 may operate an ATV or UTV on any segment of a  
236 County Trunk Highway that is a designated ATV route.

237

238 9. Every person who operates an ATV or UTV on any segment of a County Trunk  
239 Highway which is designated as an ATV route shall have in his or her immediate  
240 possession an valid motor vehicle operator's license, and shall display the license  
241 document upon demand from any law enforcement officer, state patrol officer,  
242 inspector under Wis. Stat. §110.07(1), conservation warden or municipal peace  
243 officer.

244

245 10. No ATV or UTV may be operated on any designated ATV route if the ATV or  
246 UTV does not meet all applicable Federal noise and air pollution standards.

247

248 11. No person may ride in or on any part of an ATV or UTV that is not designated or  
249 intended to be used by passengers.

250

251 **§257-12. Enforcement.**

252

253 A. This Ordinance shall be enforced by any officer employed by the Green Lake County  
254 Sheriff's Office or any other law enforcement official as set forth in Wis. Stats.  
255 §23.33(12).

256

257 B. Adoption of this ordinance shall not prohibit any law enforcement officer or DNR  
258 warden from proceeding under any other ordinance, regulation, statute, law or order  
259 that pertains to the subject matter under this Ordinance.

260

261 **§257-13. Violations and Penalties.**

262

263 Any person violating any provision of this chapter shall, upon conviction, forfeit a dollar  
264 amount not to exceed the maximum dollar amount of the forfeiture provided in the  
265 subsection(s) of Wisconsin Statutes violated, together with all applicable costs, and in  
266 default of payment of such forfeiture and costs shall be confined in the Green lake  
267 County Jail until such forfeiture and costs are paid, but not to exceed 30 days.

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273 **§257-14. Severability.**

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275 Should any portion of this Ordinance be declared by a court of competent jurisdiction to  
276 be invalid, the same shall not affect the validity of the Ordinance as a whole or any part  
277 thereof, other than the part declared invalid.

278

279

280 Section 3. This ordinance shall become effective upon passage and publication.

281

282 Section 4. The repeal of Ordinance Number 407-90, enacted on February 20, 1990 shall  
283 not have any effect on existing litigation and shall not operate as an abatement of any  
284 action or proceeding then pending under or by virtue of the repealed ordinance.