AGENDA FOR THE
JUNEAU COUNTY BOARD OF SUPERVISORS
March 15, 2016
COUNTY BOARD ROOM-ROOM 200

* 9:30 a.m.	Call to Order Roll Call Opening Prayer/Pledge of Allegiance
* 9:35 a.m.	Approve minutes of February 16, 2016 Meeting of the Juneau County Board of Supervisors
*9:35 a.m.	Appoint Jill Granger to the Juneau County Housing Authority to June 2018
* 9:40 a.m.	Resolution 16-13*Recognition of Thomas Brounacker for Service to Juneau County
* 9:40 a.m.	Resolution 16-14*Recognition of Dennis Kolba for Twenty-Six Years of Service to Juneau County
* 9:40 a.m.	Resolution 16-15*Recognition of Edward R. Brown III for Thirty-Nine Years of Service to Juneau County
* 9:55 a.m.	Resolution 16-16*Joint Resolution to Participate in an Economic Development Regional Project Supporting the Construction of a Hotel at the Site of the Woodside Sports Complex in Lemonweir Township, Juneau County, Wisconsin
*10:00 a.m.	Resolution 16-17*Approval of an Amendment to Chapter 5 (Regarding Hours of Work) in the Juneau County Personnel Policy
*10:05 a.m.	Resolution 16-18*Authorizing the Hiring of a Part-Time Older Americans Act (OAA) Support Coordinator Position in the ADRC/Aging Department
*10:10 a.m.	Resolution 16-19*Authorizing the Hiring of a Full-Time Child, Youth and Family Supervisor in the Department of Human Services
*10:15 a.m.	Resolution 16-20*Setting Increased Total Annual Compensation for Elected County Officials Commencing at the Beginning of Their New Term
*10:20 a.m.	Resolution 16-21*Approval and Authorization of a Consulting contract with Devine, Inc. for Services to Assist in Determining the Feasibility of Various Options for a New County Office Building

*10:25 a.m. Resolution 16-22*Approve Fund Balance Policy

*10:30 a.m. Resolution 16-23*Land Sale to Central Wisconsin community Action Council-City of Mauston

*10:35 a.m. Resolution 16-24*Land Sale to David Germann-City of Mauston

*10:40 a.m. Motion to Fill Position of Child Youth & Family Social Worker in the Dept. of H.S.
Motion to Fill Position of Out Patient Clinician in the Dept. of Human Services
Motion to Fill Position of Child Youth & Family Manager in the Dept. of H.S.
Motion to Fill Position of Highway Maintenance in Public Works Department

*10:45 a.m. Resolution 16-25*Expressing the County Board's Lack of Confidence in the Ability of District Attorney Solovey to Carry out the Duties of his Office and Declaring that in the Public Interest he Should Resign his Position to Allow the Governor to Appoint a Duly Qualified Successor

*Reports:

*10:50 a.m. Land & Water Conservation-Greg Lowe

*11:00 a.m. Coroner-Linda Mitchel May

*11:10 a.m. District Attorney-Mike Solovey

*11:20 a.m. Video on the PreWet Salt System (1/2 hr. video)

Committee Reports:
Elroy Fair
WCA Letter
JCEDC

Handouts:
Any Questions:
*These times are estimates only
Access to the handicapped will be provided. If special accommodations are needed, please notify the sponsoring committee by calling 847-9300 phone number. Attention: This notice must be posted on the bulletin board in the Courthouse prior to the meeting in order to conform with 19.83 and 19.84 Wis. Stats.

MEETING OF THE
JUNEAU COUNTY BOARD OF SUPERVISORS
February 16, 2016
9:30 a.m.
County Board Room

Called to order at 9:30 by Chairman Peterson

Roll Call: 17 present – Arnold, Brown, Brounacker, Cottingham, Feldman, Frei, Granger, Kelley, Niles, Peterson, Robinson, Seamans, Wafle, Wenum, Wilhorn, Willard, Schneider.
Absent: Tadda, Larson, Lally, Kolba

Brounacker led the opening prayer followed by the Pledge of Allegiance.

Motion was made by Schneider and seconded by Granger to approve the minutes of the January 21, 2016 County Board of Supervisors meeting. Granger requested the spelling of his name be corrected. All in favor, Motion carried.

9:35 Tadda arrived at the meeting.

Presentation by Katie Steinke and Denise Giebel on Fraud Information.

Resolution 16-05 * Commend Renee Miller for Twenty-six plus years of service to Juneau County.
Motion by Wenum and seconded by Willard to adopt.
Chairman Peterson presented a presentation of clock and framed resolution to Miller.
All in favor, motion carried.

Resolution 16-06 * Approve Town of Lisbon Zoning Ordinance
Motion by Willard and seconded by Granger to adopt.
All in favor, motion carried.

Resolution 16-07 * Approve Cellular Devise Purchase Policy.
Motion by Niles and seconded by Cottingham to adopt.
Discussion: Brounacker, Chipman
Roll call: 18 ayes 3 absent: Larson, Lally, Kolba
Motion carried.

Resolution 16-08 * Purchase of Online Employee Self-Service Module for Finance Software.
Motion by Niles and seconded by Cottingham to adopt.
Discussion: Wilhorn, Wenum, Chipman, Steinke
Roll call: 17 ayes; 1 nay: Wilhorn; 3 absent: Larson, Lally, Kolba
Motion carried.

Resolution 16-09 * Authorizing Hiring a Full-time Comprehensive Community Services (CCS) Facilitator in the Department of Human Services.
Motion by Arnold and seconded by Cottingham to adopt.
Roll call: 18 ayes; 3 absent: Larson, Lally, Kolba
Motion carried.

Resolution 16-10 * Authorizing Hiring Full-time Daytime Crisis Worker/Chapter 51 Coordinator in the Department of Human Services.
Motion by Arnold and seconded by Kelley to adopt.
Discussion: Wenum, Peterson, Ethun
Roll call: 18 ayes; 3 absent: Larson, Lally, Kolba
Motion carried.

Resolution 16-11 * Authorizing the Designation of Coralie Burrows as Interim Child, Youth and Family Services Supervisor in the Department of Human Services.
Motion by Kelley and seconded by Arnold to adopt.
Roll call: 18 ayes; 3 absent: Larson, Lally, Kolba
Motion carried.

Resolution 16-12 * Designating the Week of April 11-15, 2016 as Work Zone Awareness Week in Juneau County.
Motion by Brown and seconded by Arnold to adopt.
All in favor, motion carried.

Resolution 16-13 * Land Sale to Koudelka – Town of Kildare
Motion by Brounacker and seconded by Niles to adopt.
Roll call: 18 ayes; 3 absent: Larson, Lally, Kolba
Motion carried.

Motion by Willard and seconded by Granger to approve the Fire Warden List.
All in favor, motion carried.

Motion by Arnold and seconded by Cottingham to approve filling the Position of CPS Social Worker in the Human Services Department.
Roll call: 18 ayes; 3 absent: Larson, Lally, Kolba
Motion carried.

Motion by Robinson and seconded by Niles to approve filling the position of CSP Psychiatric Nurse in the Human Services Department.
Roll call: 18 ayes; 3 absent: Larson, Lally, Kolba
Motion carried.

Chairman Peterson scheduled the next County Board meeting to March 15, 2016 at 9:30 a.m. in the County Board Room. The Executive Committee will meet on March 7, 2016, at 8:30 a.m. in the County Board Room.

Motion by Brounacker and seconded by Wilhorn to adjourn.
10:35 a.m. Peterson adjourned the meeting.

I certify the preceding to be accurate and a true account of the proceedings of the Juneau County Board of Supervisors meeting on February 16, 2016. Audio tape and details of the proceedings are available in the County Clerk's Office during business hours.

_____

Kathleen Kobylski
County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION: 16-13 **March 15, 2016**

RECOGNITION OF THOMAS BROUNACKER FOR SERVICE TO JUNEAU COUNTY

WHEREAS, Thomas Brounacker of Mauston served this Board of Supervisors, his neighbors and citizens of Juneau County as a representative of District 3, completing the vacated position from April 20, 2015 thru April 19, 2016.

WHEREAS, Thomas Brounacker served as a member on Aging and Nutrition, Industrial Recreation, Central Housing Authority, CDBG Committee, W2 Steering Committee and Revolving Loan Committee.

WHEREAS, Thomas Brounacker served Juneau County with distinction, integrity, and a commitment to service; and

WHEREAS, the citizens of Juneau County and this Board are appreciative of the time and effort that Thomas Brounacker devoted to his duties;

NOW, THEREFORE BE IT RESOLVED that the County Board of Supervisors extends recognition and gratitude for Thomas Brounacker's service to our citizens and this Board of Supervisors;

BE IT FURTHER RESOLVED that this recognition becomes a permanent record in the minutes of this meeting of the Juneau County Board of Supervisors, and a copy sent to Thomas Brounacker.

INTRODUCED AND RECOMMENDED FOR ADOPTION this 15th day of March 2016,

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

Adopted by the Juneau County Board of Supervisors
This 15th day of March 2016.

_____
County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION: 16-14 **March 15, 2016**

RECOGNITION OF DENNIS KOLBA FOR TWENTY-SIX YEARS OF SERVICE TO JUNEAU COUNTY

WHEREAS, Dennis Kolba of Mauston has served the Juneau County Board of Supervisors, his neighbors and citizens of Juneau County as a representative of District 17 from April 21, 1992 thru April 19, 2016.

WHEREAS, Dennis Kolba served as a member of the Agriculture, Extension and Land, Water Conservation Committee; Landfill and Solid Waste Committee; Highway/Public Works; Emergency Management and Building Committees.

WHEREAS, Dennis Kolba served Juneau County with distinction, integrity, and a commitment to service; and

WHEREAS, the citizens of Juneau County and this Board are appreciative of the time and effort that Dennis Kolba devoted to his duties,

NOW, THEREFORE BE IT RESOLVED that the County Board of Supervisors extends recognition and gratitude for Dennis Kolba's service to our citizens,

BE IT FURTHER RESOLVED that this recognition becomes a permanent record in the minutes of this meeting of the Juneau County Board of Supervisors, and a copy sent to Dennis Kolba.

INTRODUCED AND RECOMMENDED FOR ADOPTION this 15th day of March, 2016.

Adopted by the Juneau County Board of Supervisors
This 15th day of March, 2016.

County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION: 16-15 **March 15, 2016**

RECOGNITION OF EDWARD R. BROWN, III FOR THIRTY-NINE YEARS OF SERVICE TO JUNEAU COUNTY

WHEREAS, Edward R. Brown, III of Mauston has served the Juneau County Board of Supervisors, his neighbors and citizens of Juneau County as a representative of District 7 from April 17, 1977 thru April 19, 2016.

WHEREAS, Edward R. Brown, III served as County Board Chairman from 1980 thru 1982; he served on the Highway/Public Works from 1989 thru 2016; also serving on the Industrial Recreation Committee, Landfill, Audit, Parks, Civil Defense, Executive, Unified Board, Health, Affirmative Action, Union Negotiation and Land Record Committees..

WHEREAS, Edward R. Brown, III served Juneau County with distinction, integrity, and a commitment to service; and

WHEREAS, the citizens of Juneau County and this Board are appreciative of the time and effort that Edward R. Brown, III devoted to his duties,

NOW, THEREFORE BE IT RESOLVED that the County Board of Supervisors extends recognition and gratitude for Edward R. Brown, III's service to our citizens, and will miss his booming voice and ability to speak without being directed to use the microphone,

BE IT FURTHER RESOLVED that this recognition becomes a permanent record in the minutes of this meeting of the Juneau County Board of Supervisors, and a copy sent to Edward R. Brown, III.

INTRODUCED AND RECOMMENDED FOR ADOPTION this 15th day of March, 2016.

Adopted by the Juneau County Board of Supervisors
This 15th day of March, 2016.

County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION No. 16 – 16 **DATE: March 15, 2016**

INTRODUCED BY: Executive Committee

FISCAL NOTE: None.

SYNOPSIS: Joint Resolution to Participate in an Economic Development Regional Project Supporting The Construction of a Hotel at the Site of the Woodside Sports Complex in Lemonweir Township, Juneau County, Wisconsin.

WHEREAS, Woodside Ranch, LLC, (hereinafter "Developer") intends to construct a 90 bedroom/84 unit hotel to support camps and related events to leverage weekday use of the Woodside Sports Complex and maximize current use of the facilities beyond weekend tournaments; and,

WHEREAS, the Developer has demonstrated a commitment to this region having invested over $22 million of personal financing for the purchase of the Woodside Ranch and the development of the Woodside Sports Complex, which sports complex has established itself as a successful business enterprise providing economic opportunities for businesses and residents both locally and regionally; and

WHEREAS, the Woodside Sports Complex serviced over 11,520 participants and 960 teams in 2015 resulting in an estimated 78,912 spectators brought to the Mauston area and Juneau County, and with the construction of a hotel and hosting camps that number is projected to grow to 33,000 participants and 2,200 teams and 226,681 spectators; and,

WHEREAS, the City of Mauston and Juneau County are positioned to benefit from further economic growth and new retail and restaurant development necessary to support the Sports Complex's future regional impact; and

WHEREAS, on October 20, 2015, the Juneau County Board of Supervisors adopted County Resolution 2015-68 authorizing a limited Juneau County guarantee of up to $2,000,000 for the first mortgage from Woodside Sports Complex to the Bank of Wisconsin Dells to assist with the financing of this project; and

WHEREAS, the City of Mauston intends to assist with the financing of this project by providing a loan to the Developer for fund interest reserve and expenses for the Bank of Wisconsin Dells hotel construction loan as well as funding for equipment and working capital;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors and the Mauston Common Council shall and hereby do recognize and declare that the Woodside Sports Complex hotel development is a regional project and that they are both committed to assist with the financing of this project.

FOR THE COUNTY:

Alan K. Peterson, Board Chairperson

Kathleen C. Kobylski, County Clerk

FOR THE CITY:

Brian McGuire, Mayor

Nathan Thiel, City Administrator

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION No. 16 – 17 **DATE: March 15, 2016**

INTRODUCED BY: Personnel & Insurance Committee

SYNOPSIS: Approval of an Amendment to Chapter 5 (Regarding Hours of Work) in the Juneau County Personnel Policy

FISCAL NOTE: None.

WHEREAS, the Personnel & Insurance Committee has determined that there is a need to amend Chapter 5 (Sections 51, 51a, and 51b) of the Juneau County Personnel Policy, entitled "Hours of Work," to clarify that compensatory time shall not be included in calculating the forty hour work week of an hourly employee, that overtime shall be payable to telecommunicators after working 8 hours in a day or 40 hours in a week, and that telecommunicators shall be paid for at least 2 hours in the event they are called in to appear in court or to attend meetings, provided that said pay shall not be at overtime rates unless the employee has already worked 8 hours in that day or 40 hours in that week; and

WHEREAS, the changes proposed by the Committee are set forth below in the attached three-page addendum setting forth the amended Sections 51, 51a, and 51b of Chapter 5, and the Committee requests that the Juneau County Board of Supervisors adopt the proposed amendments forthwith;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does approve, authorize, and adopt the attached amended provisions of Sections 51, 51a, and 51b of Chapter 5 of the Juneau County Personnel Policy, which shall replace in their entirety Sections 51, 51a, and 51b of Chapter 5 as currently set forth.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

PERSONNEL & INSURANCE COMMITTEE:

_____
David Arnold, Chairperson

_____
Michael Kelley

_____
Edmund Wafle

_____
Beverly Larson

Adopted by the County Board of Supervisors of Juneau County
on March 15, 2016.

_____
Kathleen C. Kobylski, Juneau County Clerk

CHAPTER FIVE – HOURS OF WORK

5.1 HOURS OF WORK

The normal work week shall be forty (40) hours. Hours to be used in calculating the forty (40) hours includes all paid time except for Compensatory time taken shall not be included in the forty (40) hour week. The workday shall commence at 8:00 a.m. and end at 4:30 p.m. This shall not be construed as a guaranteed work day or work week. There will be a one-half hour unpaid lunch period; lunch breaks shall not be used in conjunction with 15 minute breaks or quitting times. However, employees may be assigned different work schedules in order to provide services outside the normal 8:00 a.m. to 4:30 p.m. Monday thru Friday schedule. Your Department Head will inform you of the specific hours you are to work.

5.1a Courthouse (Telecommunicator) Work Group Hours/Compensation

Telecommunicators: The normal workday for telecommunicators shall be eight (8) hours. Full-time telecommunicators shall be scheduled to work a 4-2 cycle as follows: four (4) days on duty followed by two (2) days off duty. Part-time telecommunicators shall be scheduled to work a 2-4 cycle. In January of each year, telecommunicators shall select shifts by seniority. Employees shall be permitted to trade shifts by mutual agreement of the employees involved with prior approval of the immediate supervisor. The supervisor's approval shall not be unreasonably denied. The shifts shall be:

"A-1" Shift (full-time):	6:00 a.m. to 2:00 p.m.
"A-2" Shift (full-time):	10:00 a.m. to 6:00 p.m.
"B" Shift:	2:00 p.m. to 10:00 p.m.
B/A2 Swing:	2 B Shifts and 2 A2 shifts
P Shift:	6:00 p.m. to 2:00 a.m.
"C" Shift:	10:00 p.m. to 6:00 a.m.
P/C Swing:	2 P shifts and 2 C shifts

Employees shall be entitled to pay or compensatory time off, at the employee's option, at the rate of time and one-half for all hours worked in excess of 8 hours per day and/or over 40 regular hours worked in a week. Employees may be assigned a work week exceeding forty (40) hours at the discretion of their supervisor. However, no employee may work more than 8 hours per day and/or over 40 regular hours per week and/or accrue compensatory time without expressed authorization from his/her supervisor. Supervisors shall fill open shifts based upon Department Policy. Compensatory time taken in a given pay period may not be counted toward the 8 hours per day and/or 40 regular hours per week for overtime purposes. If a telecommunicator signs up for an open shift and fails to provide at least twenty four (24) hours' notice that s/he will not be working that shift, the affected telecommunicator shall suffer a loss of eight (8) hours of either personal time, compensatory time or vacation time.

Offers of overtime and vacant positions shall be assigned giving preference to seniority.

Overtime pay at time and one-half (1 ½) of the employee's normal wage rate will only be authorized by prior approval of the Department Head.

Use of accrued compensatory time shall be scheduled by mutual agreement of the employee and his/her appropriate unit supervisor. Compensatory time shall be earned at one and one-half time in compliance with the Fair Labor Standards Act (FLSA). Up to two hundred forty (240) overtime hours (160 straight time hours) can be banked or carried over.

Court Time: Any telecommunicator required to make court appearances relating to the commission of his/her official duties as Juneau County Telecommunicator where such appearances occur other than during his/her regular forty (40) hours, shall receive a minimum of two (2) hours.

Training and Departmental Meetings: Full-time Telecommunicators shall be paid overtime for all hours spent (including travel time) attending required in-service training outside his/her 8 hours per day and/or over 40 hours per week. Said employees shall receive a minimum of two (2) hours for time spent in departmental meetings outside the Telecommunicators regular forty (40) hours. The two (2) hour minimum shall not apply for those employees where the meeting hours are immediately prior to or immediately following the employee's shift. Part-time employees shall receive the two (2) hour minimum subject to the same limitations, above. The Employer reserves the right to require employees to work the full two (2) hours. If the employee chooses, the employee may waive the two (2) hour minimum. In such case, the employee shall be paid for the time spent at the meeting, and may leave at the conclusion of the meeting.

Temporary Vacancies - Telecommunicators: Temporary vacancies (resulting from vacations or leaves of absences, etc.) once approved may be filled at the discretion of the Sheriff or Supervisor. Vacation requests shall be considered approved unless written notice to the contrary is provided within five (5) days of the receipt of the request.

Maximum Required Hours - Telecommunicators: No telecommunicator shall be required to work in excess of twelve (12) consecutive hours. The Employer may require longer work shifts in the event of an emergency or a Gubernatorial declared state of emergency (under Ch. 166, Wis. Stats.) affecting the Juneau County Sheriff's Department.

5.1b Public Works Group Hours of Work and Compensation:

A. Regular hours of work in each day shall be consecutive except for interruptions for lunch periods. The normal work week for employees shall consist of forty (40) consecutive hours, Monday through Friday, commencing at 7:00 a.m. to 3:30 p.m. Other regular work hours may be established by the Highway Commissioner.

B. Overtime: Employees shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay for all hours worked outside of 7:00 a.m. to 3:30 p.m. provided it is over 8 hours per day and/or over 40 regular hours worked in a week. Compensatory time shall not be included in calculating the 40 regular hour work week. The payroll week will start on Monday morning at 12:01 a.m. and end Sunday evening at midnight.

Employees shall work overtime when required by management, unless the employee has a justifiable reason to prevent the employee from so working.

D. Rest Breaks: Employees shall be allowed a daily coffee break of fifteen (15) minutes, to be taken at approximately 9:30 a.m. Employees must take said break at their job site.

E. Call-In: Whenever a section employee is needed outside of regular working hours, the patrolman for incidents in his/her assigned section shall be called first, followed by the next closest section patrolman, followed by the most logistical available employee. Whenever an operator is needed, the operator classified, assigned or appointed to the machine needed shall be called first, followed by the next closest qualified operator. Employees called in will be paid a minimum of two (2) hours call in pay for hours that are not connected to the regular work hours.

F. Portal-to-Portal: On normal work days and in the event of a call-in, employees shall report to work at their assigned shops. Travel from the shop to the work site shall be considered time worked. Employees shall report to their assigned shops at the end of the days' work; travel from the work site to the shop shall be considered time worked.

G. All employees who have worked sixteen consecutive (16) hours shall be relieved before they have worked eighteen consecutive (18) hours in a 24 hour period. Such employees shall not be recalled to work until they have been off duty at least six (6) hours. Employees who are prevented by operation of this provision from working any part of their subsequent work day shall be permitted to utilize their choice of any accumulated paid time off (compensatory time, personal days, or vacation) available to the employee at the time to make up the lost time. In addition, employees shall be permitted to opt to take leave without pay for such time.

H. Four Day, Ten Hour Work Schedule:

The unit employees of the Highway Division of the Department of Public Works will work a modified schedule during the summer consisting of a four (4) day work week, Monday through Thursday, and containing four (4) ten (10) hour days.

1. WORK AND OVERTIME:

Breaks: Employees shall be allowed one (1) break of fifteen (15) minutes in the morning from 9:00 a.m. until 9:15 a.m. and one (1) break of 20 minutes for lunch from 12:00 noon to 12:20 p.m.

Overtime: Employees shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay for all hours worked outside of 6:00 a.m. to 4:00 p.m. provided it is over 10 hours per day and/or over 40 regular hours worked in a week. Compensatory time shall not be included in calculating the 40 regular hour work week. The payroll week will start on Monday morning at 12:01 a.m. and end Sunday evening at midnight.

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION No. 16 – 18 **DATE: March 15, 2016**

INTRODUCED BY: Personnel & Insurance Committee

SYNOPSIS: Authorizing the hiring of a part-time Older Americans Act (OAA) Support Coordinator position in the ADRC/Aging Department.

FISCAL NOTE: Approximately $24,292, including fringe benefits for 2016, partially funded by State Aging and Disability Resource Center grant funds with the remaining $14,292 to be paid from the Contingency Fund.

WHEREAS, Juneau County has a growing elder population that will benefit from the OAA Support Coordinator position and the support this individual will provide to help keep them living safely in their homes; and

WHEREAS, the Director of the ADRC/Aging Department and its governing committee believe this position is crucial to improving aging services to Juneau County residents who need this service, and it is in the best interest of Juneau County and its residents

NOW, THEREFORE, BE IT RESOLVED that the Juneau County Board of Supervisors shall and hereby does approve and authorize creation of the position of Older Americans Act Support Coordinator in the ADRC/Aging Department, as a Professional Grade 12 position, provided that the position is partially paid for by grant funds from the State Aging and Disability Resource Center and further provided that, in the event such funding ceases in the future, the position will no longer be authorized and shall be terminated.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

PERSONNEL & INSURANCE COMMITTEE:

_____
David Arnold, Chairperson

_____
Michael Kelley

_____
Edmund Wafle

_____
Beverly Larson

Adopted by the County Board of Supervisors of
Juneau County on March 15, 2016

_____
Kathleen C. Kobylski, Juneau County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION No. 16 - 19 **DATE: March 15, 2016**

INTRODUCED BY: Personnel & Insurance Committee

SYNOPSIS: Authorizing the Hiring of a full-time Child, Youth and Family Supervisor in the Department of Human Services

FISCAL NOTE: Increase of Approximately $1,089 in Wages for Reclassification of a Human Services Worker Position to the Position of Child, Youth and Family Supervisor, Which is More than Offset by Concurrent Savings of Approximately $14,358 in Pay for the New Child, Youth and Family Manager, for a Net Saving to the County of Approximately $13,269.

WHEREAS, the former Manager of the Child, Youth and Family Unit of the Department of Human Services, whose pay was at the level of Administrative Grade 22, resigned her position effective February 1, 2016, and it is anticipated that the County Board will approve by motion at its monthly meeting today filling that vacancy with a person at Administrative Grade 21, for a net saving of approximately $14,358; and

WHEREAS, there is a need to create a new position of Supervisor of the Child, Youth and Family Unit to serve under and in cooperation with the new unit manager and to fill that new supervisory position by reclassifying a current Human Services Worker as Child, Youth and Family Supervisor to fill that new supervisory position, which will result in a net cost to the County of $1,089 in 2016; and

WHEREAS, by the aforesaid changes there will be a net saving to the County of approximately $13,269 in 2016 together with an ongoing improvement in administrative efficiency and the delivery of quality services to the clients of the Child, Youth and Family Unit; and

WHEREAS, the Director of the DHS, Scott Ethun, recommends and requests these changes, and the Personnel & Insurance Committee has fully considered and approved the proposed changes as being in the best interest of Juneau County and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does approve and authorize creation of the position of Child Youth and Family Supervisor in the Department of Human Services, as an Administrative Grade 19 position, as well as the filling of the Child Youth and Family Manager vacancy as an Administrative Grade 21 position in lieu of Administrative Grade 22.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

PERSONNEL & INSURANCE COMMITTEE:

_____
David Arnold, Chairperson

_____
Michael Kelley

_____
Edmund Wafle

_____
Beverly Larson

Adopted by the County Board of Supervisors of
Juneau County on March 15, 2016

_____
Kathleen C. Kobylski, Juneau County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION No. 16 – 20 **DATE: March 15, 2016**

INTRODUCED BY: Personnel & Insurance Committee

SYNOPSIS: Setting Increased Total Annual Compensation for Elected County Officials Commencing at the Beginning of Their New Terms

FISCAL NOTE: Approximately $2,034 in 2017, $1,623 in 2018, $2,505 in 2019, and $2,505 in 2020

WHEREAS, Section 59.22 of the Wisconsin Statutes directs the Board of Supervisors to establish, prior to the earliest time for filing nomination papers, the total annual compensation for elective offices to be voted on in Juneau County and paid from the County treasury exclusive of reimbursements for out-of-pocket expenses; and

WHEREAS, Your Committee has reviewed comparative compensation for certain offices and has determined since the adoption of Resolution 12-14 amended on March 20, 2012, it is necessary and proper to establish an increased level of compensation as set forth below;

NOW, THEREFORE, BE IT HEREBY RESOLVED the Juneau County Board of Supervisors shall and hereby does approve, establish and adopt increases in annual compensation for the following officers, effective January 1, 2017, so that the annual salaries of those officers shall be as set forth in the following chart:

	2017	2018	2019	2020
Register of Deeds	$57,789	$58,330	$59,165	$60,000
County Treasurer	$57,789	$58,330	$59,165	$60,000
County Clerk	$57,789	$58,330	$59,165	$60,000

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

PERSONNEL & INSURANCE COMMITTEE:

_____
David Arnold, Chairperson

_____
Michael Kelley

_____
Edmund Wafle

_____
Beverly Larson

Adopted by the County Board of Supervisors of Juneau County on March 15, 2016.

_____
Kathleen C. Kobylski, Juneau County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION No. 16-21 **DATE: March 15, 2016**

INTRODUCED BY: Executive Committee

SYNOPSIS: Approval and Authorization of a Consulting Contract with Devine, Inc. for Services to Assist in Determining the Feasibility of Various Options for a New County Office Building

WHEREAS, the Building Security and Space Committee of the Juneau County Board of Supervisors has reported to the Executive Committee of the County Board that it believes prudent management of the County's physical plant and facilities necessary for conducting the County's business requires consideration of the possibility of razing and/or replacing the antiquated Hickory Building that now houses numerous County offices and programs; and

WHEREAS, that Executive Committee is of the opinion that the issue deserves serious consideration and exploration of available options and alternatives related to the County's security and space needs; and

WHEREAS, both committees believe that assistance by qualified professionals at Devine, Inc. would be helpful and productive as the next step in the exploration process;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does approve the attached Consulting Agreement with Devine, Inc. of Portage, Wisconsin and authorize the Building Security and Space Committee to duly execute said contract as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

EXECUTIVE COMMITTEE

_____
Alan K. Peterson, Chairperson

_____
Edward R. Brown, III

_____
Michael Kelley

Adopted by the County Board of Supervisors of
Juneau County on March 15, 2016

_____
Kathleen C. Kobylski, Juneau County Clerk

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement between Devine Inc, A Wisconsin based corporation, Devine Inc. with an office at W8351 Bedrock Road, Portage, WI. and Juneau County ("CLIENT"), with an office at 220 East State Street Mauston, WI.53948.

1. Devine Inc. agrees to perform the services described in attachment "A"

2. CLIENT authorizes Devine Inc. to perform these SERVICES for the following project and location:
Juneau County would like to explore the feasibility of building a new facility (across the street from the Hickory building. The land is owned by the City of Mauston) to house Health and Human Services, Veteran Service officer, Corporation Council, Maintenance Department and ADRC.

X CLIENT will pay a lump sum $ 35,000.00. Devine Inc. will invoice monthly on a percentage completed basis. A total of $ 35,000.00 shall be deducted from future CONTRACT'S between the parties for Design, Engineering, and Construction Management CONTRACT'S.

4. Billing: Devine Inc. Will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days, of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1.5%) per month not to exceed the maximum rate allowed by law for any payment received by Devine Inc. more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that Portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Devine Inc. may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions: _____NONE __X__ ATTACHMENT "A"

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILTIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 18 on the following page). This Agreement when executed by DEVINE Inc. an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

(CLIENT) Juneau County	DEVINE INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	TITLE: _____
Date: _____	Date: _____

7. **Standard of Care:** Devine Inc. will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firm performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, Devine Inc. will indemnify and hold harmless CLIENT, it officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damage or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of Devine Inc. or any of its agent subcontractors, or employees in the performance of Services under this Agreement. Devine Inc. will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to see recourse only against Devine Inc. and not against its officers, employees, directors, or shareholders. *The CLIENT agrees to limit Devine Inc liability due to breach of contract, warranty or negligent acts to $35,000 or the fee paid to Devine Inc. under this Agreement, whichever is greater.*

9. **Insurance:** During the period that Services are performed under this Agreement, Devine Inc. will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the states having jurisdiction over its employees engaged in the Services and Employer': Liability Insurance (limit of $500,000 each occurrence.); (2) Commercial General Liability Policy with a limit of $1,000,000 per occurrence and $1,000,000 aggregate; (3) Commercial Automobile Liability with a limit of$500,000 per occurrence and a $1,000,000 aggregate; *Client agrees Devine Inc. will not be liable for any loss, damage, or liability arising out of this Agreement beyond the coverage and conditions of such insurance with limits as stated above.*

10. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed Devine Inc. In the event Devine Inc. encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, Devine Inc. may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that Devine Inc. has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless Devine Inc., from any claim or liability, arising out of Devine Inc. performance of work under this Agreement and made or brought against Devine Inc. for any actual or threatened environmental pollution or contamination except to the extent that Devine Inc. has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expense: incurred by Devine Inc. in defense of such claim.

11. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, Devine Inc. may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

12. **Buried Utilities:** In those situations where Devine Inc. performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to Devine Inc. information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. Devine Inc. will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Devine Inc. will furnish CLIENT a plan indicating the location! Intended for penetration. CLIENT will approve the location of these penetrations and authorize Devine Inc. to proceed.

13. **Documents and Records:** CLIENT acknowledges that Devine Inc. reports, boring logs, field data, field notes, laboratory test data, calculations estimates and other similar documents ("Records") are instruments of professional service, not products. All data Devine Inc. prepares for CLIENT under this Agreement will remain the property of Devine Inc. CLIENT will not use any Devine Inc. data or reports for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. Devine Inc. will retain these Records for a period of three (3) years following completion of this project. During this time, Devine Inc. will reasonably make available the records to the CLIENT. Devine Inc. may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

14. **Change Orders:** Devine Inc. will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. Devine Inc. will give CLIENT notice within ten *(10)* days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

15. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and Devine Inc..

16. **Assignment / Status:** The CLIENT will not delegate, assign, and sublet. Or transfer any interest in this Agreement without the written consent of Devine Inc. Devine Inc. is an independent consultant and not the agent or employee of CLIENT.

17. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay Devine Inc. costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

18 **Complete Agreement:** The Parties acknowledge this Agreement; including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Wisconsin law governs this Agreement and any dispute involving the Agreement.

ATTACHMENT " A "

PART I -PROJECT DESCRIPTION

Juneau County would like to explore the feasibility of building a new facility (across the street from the Hickory building. The land is owned by the City of Mauston) to house Health and Human Services, Veteran Service officer, Corporation Council, Maintenance Department and ADRC.

PART II-SCOPE OF SERVICES

A. Description of Services

1. Project Management:

   a. Prepare work plan, project schedule, and Quality Assurance/Quality Control procedures. The project schedule will illustrate the overall project time frame including Study, Preliminary Design, Final Design, Bidding, Construction and Post Construction Phases and a matrix for funding and decision-making.

   b. Submit monthly progress reports and schedule updates to Client.

   c. Provide administration services for coordination of sub consultant activities (e.g., Surveyor, soils consultant).

   d. Verify major anticipated building code changes, which may impact facility design, with State of Wisconsin building code officials.

2. Pre-Design and Site Development Phase (Study Phase):

   a. Assist Client in obtaining a topographic survey of the proposed project site.

   b. Visit the site to view existing operations.

   c. Observe typical staff operations that will be housed at new facility.

   d. Meet with the Client representative and designated staff to receive input on needed building spaces, and their relationships, fixed equipment, operations ideas and overall facility design thoughts for creating the building program.

   e. Develop a building program, which describes:

      * Design objectives, limitations and criteria
      * Initial approximate gross size of building spaces (rooms)
      * Desired space (room) relationships
      * General building and space functions
      * Major salvaged equipment
      * Special system needs for facility (e.g. computer systems, communication systems, etc.)

   f. Obtain approval of building program from Client.

3. Preliminary Design Phase:

a. Assist Client in obtaining soil borings and soil evaluation reports for the structural and civil design of the facility.

b. Prepare a preliminary floor plan for the building illustrating the building spaces and relationships that meets the building program.

c. Prepare a preliminary site plan for the building. Illustrate construction phasing as appropriate.

d. Prepare a building section to illustrate general, Building heights and forms.

e. Prepare a preliminary estimate of probable construction cost for the facility to allow Client funding activities and future project budget tracking.

f. Provide a general description of the building systems and their functions (for example, the types of mechanical systems in each area).

g. Submit a draft copy of these Preliminary Design Documents to Client for review.

h. Meet with Client to present the Preliminary Design Documents and receive comments for incorporation into the Final Design during the Final Design Phase,

B. Assumptions/Conditions

1. The site does not contain hazardous materials. Should hazardous materials be discovered, Devine Inc. shall assist Juneau County to engage the services required from a qualified firm.

2. The project site is properly zoned for the proposed development.

C. Deliverables

Devine Inc. will provide the Client with 10 copies of the following:

1. Study Phase:

* Building Program
* Project Schedule
* Building Program Level Cost Estimate

2. Preliminary Design Phase:

* Site Plan
* Floor Plan
* Building Section
* Preliminary Design Level Cost Estimate
* Building Materials and Systems Outline

PART III - CLIENT'S RESPONSIBILITIES

A. Information/Reports

1. Furnish Devine Inc. with all reports. Studies, site characterizations, regulatory orders and similar information in its possession relating to the Project. Unless otherwise specified above. Devine Inc. may rely upon Client-furnished information without independent verification in performing the services.

2. Provide a legal description of the project sites as may be required for project design and construction.

3. Provide a topographic survey of the proposed project sites including all above ground elements and known items below grade.

4. Provide soil borings and soils evaluation and hydrology reports for structural and civil design of the project, which Devine Construction may rely on without additional independent verification.

5. Provide a description and inventory of existing and new equipment that will be housed in buildings.

6. Meet with Devine Inc. to clarify project goals, building functions and other data needed to develop a final building program.

7. Identify local agencies that may have approval authority (e.g. local zoning commission).

8. Review project for any potential areas or items the County may wish to pre-purchase or perform with their own forces.

9. Provide needed information on equipment being reused as applicable.

B. Representative

1. Designate a representative for the Project who:

   a. shall have the authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to services;

   b. serves as a liaison to the appropriate County Board(s) and Committees that will be involved in the project.

   c. organize and act as focal point for any needed staff interviews required for project design.

C. Decisions

Provide all criteria and full information as to Client requirements for the Project. Attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow Devine Inc. to perform the services.

PART IV – FUTURE SERVICES

A. Clarifications

1. Final Design Phase will generally consist of finalizing building design and systems and preparing drawings for bidding and building construction.

2. Bidding Phase will consist of obtaining state building department approvals and receiving and analyzing competitive construction bids from contractors.

3. Contract Administration/Construction Phase will generally consist of administering the Client-Contractor construction contract and monitoring construction activities to assure the Client that construction is in compliance with the final bid documents.

4. Post Construction and Warrantee Review Phase generally will consist of advising the Client on building performance during the warrantee period as it relates to Contract warrantees.

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION: 16-22 DATE: March 15, 2016

INTRODUCED BY: Finance and Computer Committee

INTENT: Approve Fund Balance Policy

FISCAL NOTE: None

WHEREAS, the County, at the request of our independent audit firm and financial advisors, is in need of a written fund balance policy; and

WHEREAS, the Finance and Computer Committee and the Finance Director have created a written policy to preserve the financial health of the County, a copy of which is attached;

THERFORE BE IT RESOLVED BY THE JUNEAU COUNTY BOARD OF SUPERVISORS met in regular session, that the attached Fund Balance Policy shall be and hereby is approved.

INTRODUCED AND RECOMMENDED FOR ADOPTION THIS 15th DAY OF MARCH, 2016.

FINANCE AND COMPUTER COMMITTEE

_____
Jerry Niles, Chairman

_____
Edward R Brown III

_____
Timothy Cottingham

Adopted by the Juneau County Board of Supervisors this 15th Day of March, 2016.

_____
Kathleen Kobylski, County Clerk

JUNEAU COUNTY

FUND BALANCE POLICY

COMPONENTS OF FUND BALANCE

Governmental fund equity is reported as fund balance and classified as follows for financial statement purposes:

a. Nonspendable – amounts that cannot be spent because they are either not spendable in form or legally or contractually required to be maintained intact

b. Restricted – amounts with externally imposed constraints placed on the use of resources by constitution, external resource providers, or through enabling legislation.

c. Committed – amounts that can only be spent for specific purposes pursuant to constraints imposed by formal action by the County Board. A formal resolution by the County Board is required to establish, modify or rescind a fund balance commitment.

d. Assigned – amounts that are constrained by the County's intent to be used for specific purposes, but are neither restricted or committed. The County Board has designated the Finance Director and the Finance and Computer Committee as the officials authorized to assign amounts to specific purposes.

e. Unassigned – the residual classification for the General Fund representing amounts not restricted, committed or assigned to a specific purposes.

When the County incurs an expenditure for purposes for which various fund balance classifications can be used, it is the County's policy to use restricted fund balance first, then committed fund balance, assigned fund balance and finally unassigned fund balance.

NONSPENDABLE FUND BALANCE

This category includes delinquent taxes in the General Fund, inventories and prepaid expenses within any governmental fund, and tax deeds within the Land Sales Capital Projects Fund.

RESTRICTED FUND BALANCE

This category includes the following General Fund Accounts: Land Information Public Access Fees, Coroner Death Record Fee, Jail Improvement Account, Department of Defense Property, Sheriff Donations, Federal Drug Forfeiture Funds, and Jail Canteen Fund. Also included in this category are the following individual funds: All CDBG and RLF funds for either Economic Development or Housing, the Debt Service Fund, the Child Support Fund, the Aging and Nutrition Fund and the ADRC Fund.

ASSIGNED FUND BALANCE

This category includes the following General Fund Accounts: Land Information Office, Register of Deeds Redaction Project, Non Metallic Mining, Hydrograph, Juvenile Ordinance Fund, Adams County Hazmat, Veterans Service Commission, Department of Human Services Contingency, Tree Planter, Sprayer, and Plot Master. This category also includes the following individual funds: Forestry Fund, Computer Capital Projects Fund, and Land Sales Capital Projects Fund. This category will also include those funds that are designated by the Finance and Computer Committee as non lapsing carryover funds. These funds are requested to be carried over from one budget year to another and are generally for uncompleted projects. The Forestry Fund has a fund balance targeted at no less than $100,000, so that resources are available to plant trees as needed in the County and Community Forests.

UNASSIGNED FUND BALANCE

This category includes the General Fund balance and the Human Services Fund balance. The General Fund balance is targeted to be 20% of the budgeted General Fund expenditures.

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION #16-23 **DATE: MARCH 15, 2016**

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 292511652.10

INTENT: LAND SALE TO CENTRAL WISCONSIN COMMUNITY ACTION COUNCIL OF TAX DELINQUENT PROPERTY

SYNOPSIS: SALE IN CITY OF MAUSTON

FISCAL NOTE: Income of $7,101.50

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

Lot 22 of Juneau County CSM No. 2599, recorded in Volume 10 of CSM, Page 117, as Document No. 364286, being located in part of the N ½ NE ¼ of Section 7, T15N, R4E, City of Mauston, Juneau County, Wisconsin.

WHEREAS, said real estate was taken by property tax foreclosure in 2006; and

WHEREAS, said real estate was advertised for sale with a minimum bid of $7,000.00 and a bid of $7,101.50 was received from Central Wisconsin Community Action Council, 1000 Hwy 13, Wisconsin Dells, Wisconsin 53965.

WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property to Central Wisconsin Community Action Council in the best interests of the County;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Central Wisconsin Community Action Council and (2) authorize Juneau County Board Chairman Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:

Edmund Wafle, Chairperson

Jerry Niles

David Arnold

Beverly Larson

Joe Lally

Adopted by the County Board of Supervisors of Juneau County on March 15, 2016.

Kathleen C. Kobylski, Juneau County Clerk

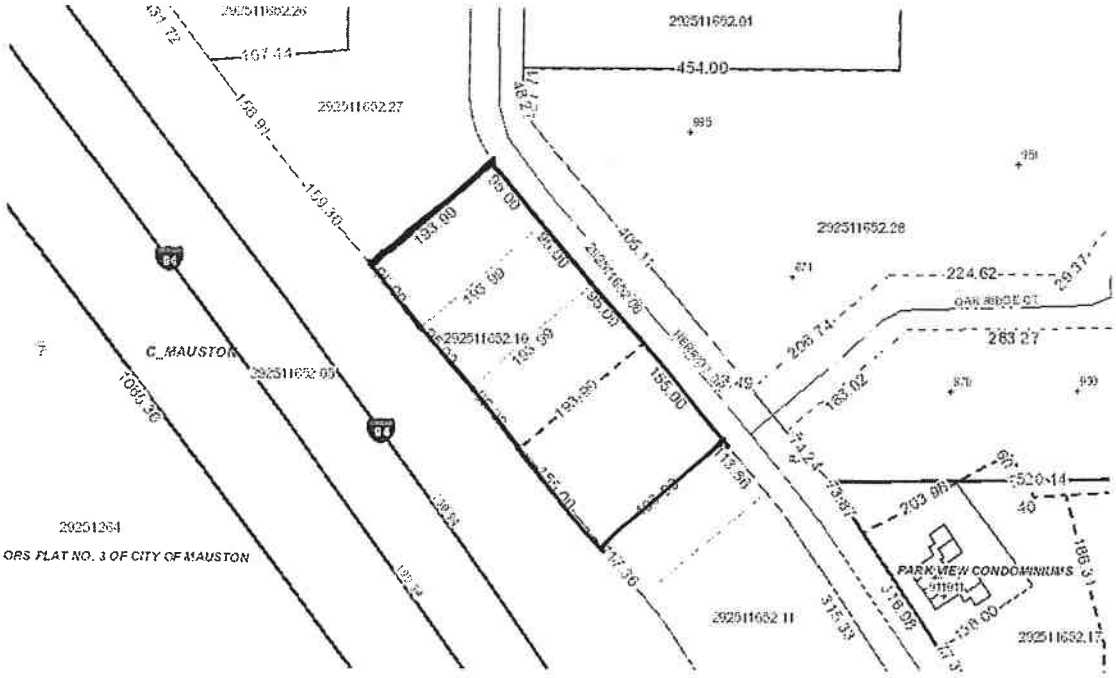
SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction:	Sale of Tax Foreclosed Land
Parcel No.:	292511652.10
Location:	City of Mauston
Size:	1.960 Acres
Minimum Bid Set:	$7,000.00
Highest Bid Received:	$7,101.50
Highest Bid Accepted From:	Central Wisconsin Community Action Council 1000 Hwy 13 Wisconsin Dells, WI 53965

In REM Foreclosure Data:

- Year Taken-	2006
- Taken From-	M&I Mid-State Bank
- Total Unpaid Taxes-	$39,796.83

See Map Attached:



RESOLUTION NO. 16-23

Date: March 15, 2016

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION #16-24 **DATE: MARCH 15, 2016**

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 29251918.12

INTENT: LAND SALE TO DAVID GERMANN

SYNOPSIS: SALE IN CITY OF MAUSTON

FISCAL NOTE: Income of $5,100.00

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

Lot 12, Maughs Creek Subdivision, City of Mauston, Juneau County, Wisconsin.

WHEREAS, said real estate was taken by property tax foreclosure in 2008; and

WHEREAS, said real estate was advertised for sale with a minimum bid of $4,800.00 and a bid of $5,100.00 was received from David Germann, N7224 Three Rivers Blvd., Unit 1, New Lisbon, Wisconsin 53950

WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property to David Germann in the best interests of the County;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to David Germann and (2) authorize Juneau County Board Chairman Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:

Edmund Wafle, Chairperson

Jerry Niles

David Arnold

Beverly Larson

Joe Lally

Adopted by the County Board of Supervisors of
Juneau County on March 15, 2016.

Kathleen C. Kobylski, Juneau County Clerk

SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction:	Sale of Tax Foreclosed Land
Parcel No.:	29251918.12
Location:	City of Mauston
Size:	0.310 Acre
Minimum Bid Set:	$4,800.00
Highest Bid Received:	$5,100.00
Highest Bid Accepted From:	David Germann N7224 Three Rivers Blvd., Unit 1 New Lisbon, WI 53950

In REM Foreclosure Data:

- Year Taken-	2008
- Taken From-	Rodney Jensen
- Total Unpaid Taxes-	$3,872.26

See Map Attached:

RESOLUTION NO. 16-24

Date: March 15, 2016

JUNEAU COUNTY

REPORT ON PERSONNEL/INSURANCE COMMITTEE REVIEW OF VACANT POSITIONS

The Personnel Committee is required by County ordinance to review every vacant position to determine whether the position needs to be filled. The position cannot be refilled unless the County Board adopts a motion authorizing the filling of the vacancy.

Position	Department	Class Grade		Reason for vacancy
Child Youth & Family Social Worker	D.H.S.	Professional Grade 14	$18.1505 - $26.6529	Department Transfer
Out Patient Clinician	D.H.S.	Professional Grade 18 or 20	18 is $23.0482 - $29.3433 20 is $25.3077 - $32.2820	Retirement
Child Youth & Family Manager	D.H.S.	Admin Grade 21	$$27.5897 - $35.1914	Resignation
Highway Maintenance	Public Works	Grade 1	$20.6106	Resignation

The Board will consider the Personnel/Insurance Committee's recommendation one position at a time.

On March 7, 2016 the Personnel Committee made a motion to take above positions to County Board and to recommend filling said positions.

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948

RESOLUTION No. 16 – 25 **DATE: March 15, 2016**

INTRODUCED BY: Executive Committee

SYNOPSIS: Expressing the County Board's Lack of Confidence in the Ability of District Attorney Solovey to Carry Out the Duties of His Office and Declaring that in the Public Interest He Should Resign His Position to Allow the Governor to Appoint a Duly Qualified Successor

WHEREAS, the office of Juneau County District Attorney is of major importance to the safety and well-being of County residents and is a complex and challenging position in terms of the substantive law and procedure involved in being the County's top prosecutor and law enforcement officer, requiring a high level of expertise in criminal law and criminal procedure and a high level of competence and experience as a prosecutor and office administrator; and

WHEREAS, District Attorney Solovey's job performance to date, despite his ample time on the job to perfect the necessary skills, has demonstrated that he lacks the basic competence necessary for the job within the meaning of the first canon of the Rules of Professional Responsibility for Wisconsin attorneys (Supreme Court Rule 20:1.1), which reads as follows:

> "A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation,"

and he nonetheless persists in maintaining his position as the primary representative of Juneau County in law enforcement matters; and

WHEREAS, a closed session Executive Committee meeting with District Attorney Michael T. Solovey on February 8, 2016 to review complaints about his job performance was the third such meeting since the fall of 2014; and

WHEREAS, multiple complaints have been received that he has been abusive to the employees of his office, the number and extent of which raise claims of a hostile work environment; and

WHEREAS, he has shown disrespect for the public by making sexist, racist and other such offensive remarks in the office and in public; and

WHEREAS, as a result of numerous complaints from the Department of Human Services and investigation by the County Corporation Counsel, in October of 2014 it was determined by the Executive Committee that Michael T. Solovey was incompetent in his handling of Children in Need of Protection or Services (CHIPS) cases to the extent that it was necessary for the County to hire a new lawyer to handle those particular cases, at a cost to the County of more than $29,500 per year; and

WHEREAS, because of Mr. Solovey's substandard and inadequate handling of CHIPS cases, it ultimately became necessary for the County Board in early 2015 to formally and permanently transfer prosecutorial responsibility for matters concerning the safety and well-being of children and families from the District Attorney's office to the office of the Corporation Counsel; and

WHEREAS, complaints and petitions have been received from both county and municipal law enforcement officials from throughout the county, indicating that he has lost their respect and confidence as a result of his unwillingness to properly exercise his prosecutorial discretion and his overall substandard performance; and

WHEREAS, based upon the reports of law enforcement and local defense attorneys and investigation by County Board staff, Mr. Solovey has developed a reputation in the legal community in Juneau County and in neighboring counties as well as the Department of Justice in Madison of being an incompetent district attorney; and

WHEREAS, it is of supreme importance that victims of crime, and public safety in general, be upheld and supported by the District Attorney's office, and it is incumbent upon the County Board to put the public interest before any issues of a personal or political nature;

NOW, THEREFORE BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does publicly express its lack of confidence in District Attorney Michael T. Solovey to properly or effectively discharge the duties of his office and its firm belief that in the public interest he should resign his office effective immediately to allow the governor to appoint a duly qualified successor to fill the remainder of his term in office.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON MARCH 15, 2016.

EXECUTIVE COMMITTEE:

_____
Alan K. Peterson, Chairperson

_____
Edward R. Brown III

_____
Michael Kelley

Adopted by the County Board of Supervisors of
Juneau County on March 15, 2016

_____
Kathleen C. Kobylski, Juneau County Clerk

2014 Savings comparison with 20 percent reduction

- Reduction in salt use of minimum 20%
  - State use to date=5,892 ton 20%=1,178 ton @$76/ton = $89,528
  - County use to date=3200 ton 20%=640 ton @$76/ton = $48,640
- Reduction in time spent
  - Residual holds up
- Equipment use
  - Not loaded as heavy, better life on springs and rims
- Other
  - We have employee buy in