



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 02/15/16

Amended* Post Date: 02/19/16

The following documents are included in the packet for the Administrative Committee on February 18, 2016:

- 1) Agenda
- 2) Administrative Memorandum
- 3) List of counties with County Administrators
- 4) County Administrator Compensation/Benefits Comparison
- 5) Dodge County Administrator Information
- 6) Douglas County Administrator Information
- 7) Monroe County Administrator Information
- 8) Price County Administrator Information
- 9) Sheboygan County Administrator Information
- 10) Washington County Administrator Information
- 11) * Resolution relating to Supervisor Training for New and Continuing Supervisors



GREEN LAKE COUNTY OFFICE OF THE COUNTY CLERK

Margaret R. Bostelmann, WCPM
County Clerk

Office: 920-294-4005
FAX: 920-294-4009

Administrative Committee Meeting Notice

*Date: February 18, 2016 Time: 5:00 PM
Green Lake County Government Center,
County Board Room, 571 County Rd A, Green Lake WI*

AGENDA

Committee Members

*Jack Meyers,
Chairman
David Richter,
Vice -Chair
Harley Reabe
Michael Starshak
Paul Schwandt*

*Margaret R.
Bostelmann,
Secretary*

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Agenda
5. Information on Counties with County Administrators
6. Discussion and Action on County Administrator Position
7. Resolution relating to Supervisor Training for New and Continuing Supervisors
8. Committee Discussion
 - Future Meeting. Dates: May 2nd, 2016 at 5:00 pm
 - Future Agenda items for action & discussion
9. Adjourn

Kindly arrange to be present, if unable to do so, please notify our office. Sincerely, Margaret R. Bostelmann

Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date Of the meeting.



GREEN LAKE COUNTY
OFFICE OF CORPORATION COUNSEL

Dawn N. Klockow
Corporation Counsel

Office: 920-294-4067
FAX: 920-294-4069

MEMORANDUM

TO: Administrative Committee
FROM: Dawn N. Klockow
DATE: January 29, 2016
RE: Statutes involving County Administrator

Honorable Members of the Administrative Committee:

I thought it would be helpful to provide you with a list of the Wisconsin Statutes that involve a County Administrator. Many of them affect county departments and department heads.

WISCONSIN STATUTES:

59.60. Budgetary procedure in certain counties

59.60(1) Application. The provisions of this section shall apply to all counties with a population of 500,000 or more. Except as provided in sub. (13), any county with a county executive or county administrator may elect to be subject to the provisions of this section.

46.23. County department of human services

46.23 (5m) Powers and duties of county human services board in certain counties with a county executive or county administrator. A county human services board appointed under sub. (4)(b)2. Shall

(6m) County human services director in certain counties with a county executive or county administrator. In any county with a county executive or county administrator in which the county board of supervisors has established a single-county department of human services, the county executive or county administrator shall appoint a county human services director on the basis of recognized and demonstrated interest in and

knowledge of human services problems, with due regard to training, experience, executive and administrative ability and general qualification and fitness for the performance of the duties of the director. The appointment is subject to confirmation by the county board of supervisors unless the county board of supervisors, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63. The county human services director, subject only to the supervision of the county executive or county administrator, shall:

(f) Make recommendations to the county executive or county administrator regarding modifications to the proposed budget prepared by the county human services board under sub. (5m)(c).

46.82. Aging unit

46.82(4) Commission on aging. (a) Appointment. . . . 2. In any county that has a county executive or county administrator and that has established a single-county aging unit, the county executive or county administrator shall appoint, subject to confirmation by the county board of supervisors, the commission on aging. A member of a commission on aging appointed under this subdivision may be removed by the county executive or county administrator for cause.

46.82 (5) Aging unit director; appointment. A full-time aging unit director shall be appointed on the basis of recognized and demonstrated interest in and knowledge of problems of older individuals, with due regard to training, experience, executive and administrative ability and general qualification and fitness for the performance of his or her duties, by one of the following:

(a) 2. In any county that has a county executive or county administrator and that has established a single-county aging unit, the county executive or county administrator shall make the appointment, subject to the approval of and to the personnel policies and procedures established by each county board of supervisors that participated in the appointment of the county commission on aging.

59.48. County assessor. The county executive elected under s. 59.17 or the county administrator elected or appointed under s. 59.18 shall appoint a county assessor as prescribed in and subject to the limitations of s. 70.99, approve the hiring of the assessor's staff as prescribed in that section and otherwise comply with that section. In counties with neither a county executive nor a county administrator the appointment of

the county assessor shall be the duty of the chairperson of the board subject to the approval of the board and subject to the limitations of s. 70.99. The hiring of the assessor's staff shall be the duty of the county assessor subject to the limitations of s. 70.99.

27.02. County park commission, appointment, term, oath

(2) In any county with a county executive or county administrator except a county with a population of less than 150,000 which has not by resolution provided for a county park commission subject to ss. 27.02 to 27.06 or except any county exercising power under s. 27.075, the county park commission shall consist of 7 members appointed by the county executive or county administrator, subject to confirmation by the county board. The term of office for such members shall be as provided by sub. (1). A member of the commission appointed under this subsection may be removed by the county executive or county administrator for cause.

27.03. Organization

(2) In any county with a county executive or a county administrator, the county executive or county administrator shall appoint and supervise a general manager of the park system. The appointment shall be subject to confirmation by the county board unless the county board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63. In any county with a population of 500,000 or more, the general manager of the park system shall be in the unclassified civil service and is subject to confirmation by the county board unless the county board, by ordinance, elects to waive confirmation.

59.44. County abstractor; appointment; duties; fees

(b) In any county with a county executive or a county administrator, if the county creates an abstract department under par. (a), the county executive or county administrator shall appoint and supervise the county abstractor. Such appointment shall be subject to confirmation by the board unless the board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63.

45.80. County veterans service officer

(c) In counties with a county executive or county administrator, the county executive or

county administrator shall appoint and supervise a county veterans service officer who shall have the qualifications prescribed under par. (a). The appointment is subject to confirmation by the county board unless the county board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63.

251.04. Local board of health; powers and duties

(9) In counties with a single county health department and either a county executive or a county administrator, the county executive or county administrator may assume the powers and duties of a local board of health under this section. If a county executive or a county administrator elects to assume those powers and duties, the local board of health shall be only a policy-making body determining the broad outlines and principles governing the administration of the county health department.

59.42. Corporation counsel

(1) (b) In any county with a county executive or county administrator, the county executive or county administrator shall have the authority to appoint and supervise the corporation counsel if the board authorizes the establishment of the office of corporation counsel. Such appointment shall be subject to confirmation by the board unless the board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63. The corporation counsel may be removed by the county executive or county administrator with the concurrence of the board unless the corporation counsel is appointed under such an examination procedure.

59.54. Public protection and safety

59.54 (17)(c) Highways. Highway safety coordinator. The board chairperson, or the county executive or county administrator in a county having such an officer, may appoint a county highway safety coordinator who shall serve as a member of the county traffic safety commission under s. 83.013(1)(a).

59.54 (28) Crime prevention funding board.

(b) A county may create a crime board. In a county that creates a crime board, the treasurer shall receive moneys and deposit them as described in s. 59.25(3)(gm). The funds in such an account may be distributed upon the direction of the crime board under par. (d). The crime board shall meet, and its members may receive no

compensation, other than reimbursement for actual and reasonable expenses incurred in the performance of their duties. Members shall serve for the terms that are determined by the crime board.

(c) A county crime board shall consist of the following members:

4. One of the following county officials, or his or her designee:

a. The county executive.

b. If the county does not have a county executive, the county administrator.

c. The chairperson of the county board of supervisors, or his or her designee, if the county does not have a county executive or a county administrator.

46.283. Resource centers

(1) Application for contract. (a) A county board of supervisors and, in a county with a county executive or a county administrator, the county executive or county administrator, may decide all of the following:

1. Whether to authorize one or more county departments under s. 46.21, 46.215, 46.22 or 46.23 or an aging unit under s. 46.82(1)(a)1., 2., or 3. to apply to the department for a contract to operate a resource center and, if so, which to authorize and what client group to serve.

2. Whether to create a long-term care district to apply to the department for a contract to operate a resource center.

83.01. County highway commissioner

(1) Election or appointment. (a) Except as provided under pars. (b) and (c), the county board shall elect a county highway commissioner. If the county board fails to elect a county highway commissioner, the county shall not participate in state allotments for highways.

(c) Except as provided under par. (b), in any county with a county executive or a county administrator, the county executive or county administrator shall appoint and supervise the county highway commissioner. The appointment is subject to confirmation by the county board unless the county board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63. Notwithstanding s. 83.01(7)(a) and (b), the highway commissioner is subject only to the supervision of the county executive or county administrator.

83.013. County traffic safety commissions

(1)(a) For each county, the county highway commissioner or a designated representative, the chief county traffic law enforcement officer or a designated representative, the county highway safety coordinator, and a representative designated by the county board from each of the disciplines of education, medicine and law and 3 representatives involved in law enforcement, highways and highway safety designated by the secretary of transportation shall comprise a traffic safety commission that shall meet at least quarterly to review traffic accident data from the county and other traffic safety related matters. The county board chairperson, or the county executive or county administrator in a county having such offices, may appoint additional persons to serve as a member of the county traffic safety commission. The commissions shall designate a person to prepare and maintain a spot map showing the locations of traffic accidents on county and town roads and on city and village streets if the population of the city or village is less than 5,000 and to maintain traffic accident data received from cities, villages and towns with a population of 5,000 or more under s. 66.0141. Upon each review, the commission shall make written recommendations for any corrective actions it deems appropriate to the department, the county board, the county highway committee or any other appropriate branch of local government.

46.2895 Long-term care district

(3) Long-term care district board. (a) The county board of supervisors of a county or, in a county with a county administrator or county executive, the county administrator or county executive shall appoint the long-term care district board members whom the county is allotted, by resolutions adopted under sub. (1)(a)1. c., to appoint.

59.52. County administration

(1) (b) Any county with a population of less than 500,000 may create a department of administration and assign any administrative function to the department as it considers appropriate, except that no administrative function may be assigned to the department if any other provision of state law requires the performance of the function by any other county office, department or commission unless the administrative function is under the jurisdiction of the county civil service commission or the county auditor, in which case, the function may be assigned to the department notwithstanding sub. (8) and ss. 59.47, 59.60 and 63.01 to 63.17. Except as provided under par. (a), in any county with a county executive or county administrator, the county executive or county administrator shall have the authority to appoint and supervise the head of a

department of administration; and except as provided under par. (a), the appointment is subject to confirmation by the county board unless the appointment is made under a civil service system competitive examination procedure established under sub. (8) or ch. 63.

59.69(10) Planning and zoning authority

(b)1. Except as provided under subd. 2., the board shall designate an officer to administer the zoning ordinance, who may be the secretary of the zoning agency, a building inspector appointed under s. 59.698 or other appropriate person.

2. Notwithstanding subd. 1. and s. 59.698, in a county with a county zoning agency and a county executive or county administrator, the county executive or county administrator shall appoint and supervise the head of the county zoning agency and the county building inspector, in separate or combined positions. The appointment is subject to confirmation by the board unless the board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63. The board, by resolution or ordinance, may provide that, notwithstanding s. 17.10(6), the head of the county zoning agency and the county building inspector, whether serving in a separate or combined position, if appointed under this subdivision, may not be removed from his or her position except for cause.

**Counties with
County Administrator**

County	Ordinance for County Administrator	Ordinance No	Specific duties listed in ordinance
Barron	No	n/a	n/a
Bayfield	No	n/a	n/a
Burnett	No	n/a	n/a
Calumet	Yes	2-61 (a) & (b)	Yes
Dodge	No	n/a	n/a
Door	No	n/a	n/a
Dougllass	No	n/a	n/a
Eau Claire	Yes	2.06.010-2.06.150	Yes
Iowa	No	n/a	n/a
Jefferson	No	n/a	n/a
Kewaunee	ordinances not online	unknown	n/a
LaCrosse	Yes	1.19(1), (2)	Appoints Dept. Heads/accept grants
Marinette	Yes	2.01 (2)(a)-(d)	Appoints Dept. Heads
Marathon	Yes	1.11(1)-(3)	Yes
Monroe	Yes	2-149 - 2-150	No
Ozaukee	No	n/a	n/a
Rock	Yes	duties listed throughout the code	Duties listed throughout code
Sheyboygan	Yes	43.01-43.09	Yes, throughout code as well
Walworth	No	n/a	n/a
Washington	Yes	4.01	Yes

Compiled by Dawn Klockow

Sec. 2-61. - County Administrator.

- (a) *Office created.* The County hereby creates the position of County Administrator pursuant to Wis. Stats § 59.18. The County Administrator is appointed by the majority vote of the County Board.
- (b) *Duties.*
- (1) The County Administrator is the chief administrative officer of the County and is responsible to the County Board. The position reports to the Administrative Services Committee and is charged with providing general administrative support to the County Board and departments.
 - (2) The County Administrator shall take care that every county ordinance and state and federal law is observed, enforced and administered within the County.
 - (3) The County Administrator shall coordinate and direct all administrative and management functions of the County Board, not otherwise vested by law in committees, boards, commissions or in the elected officers.
 - (4) The County Administrator shall hire all department heads and supervisory personnel of the County, except those elected by the people or appointed by elected officials. The County Board waives its right to confirm appointments provided the County Administrator has the concurrence of the chair of the home committee and the County Board Chair. Any department head appointed by the County Administrator may be removed as set forth in section 2-2.
 - (5) The County Administrator shall appoint the members of the boards and commissions, subject to the confirmation of the County Board.
 - (6) The County Administrator shall annually, and otherwise as necessary, communicate to the County Board the condition of the County, and recommend such matters to the Board for its consideration, as necessary.
 - (7) The County Administrator shall prepare and submit the annual budget to the Board.
 - (8) The County Administrator shall review and sign all contracts for goods and services after review by the Corporation Counsel and Finance Director.

(Res. No. 2000-10, 5-16-2000; Ord. No. 2000-12, 9-26-2000; Ord. No. 2003-23, 3-16-2004)

Note— Similar provisions, Wis. Stats. § 59.18.

2.01 GENERAL PROVISIONS AS TO OFFICIALS

(1) Elected Officials.

- (a) Elected officials of the County shall be the County Clerk, County Treasurer, Register of Deeds, Clerk of Court, Sheriff, Coroner, and thirty (30) County Board Supervisors.
- (b) The terms of all County Board Supervisors shall be concurrent.
- (c) Except as otherwise provided in this code, all elected officials shall have such powers and perform such duties as authorized in Wis. Stats.

(2) Appointed Officials/Department Heads.

- (a) The position of County Administrator is created pursuant to §59.18, Wis. Stats., and shall be filled by appointment of the County Board. The Executive Committee shall evaluate applications for the position and recommend a selection to the County Board on the basis of merit. The County Board may accept or reject the recommendation or request additional recommendations from the Executive Committee. The County Administrator shall receive such compensation and benefits as determined by the County Board in the manner determined by law. In the event the conduct of the county administrator becomes unsatisfactory, the County Board may remove the county administrator and engage a successor. The action of the County Board in removing the County Administrator shall be final.
- (b) The following department heads shall be appointed by the County Administrator for an indefinite term, subject to confirmation by the County Board:
 - Child Support Director
 - Communications Director
 - Corporation Counsel
 - Emergency Management Director
 - Facilities Director
 - Finance Director
 - Forestry & Parks Administrator
 - Health & Human Services Director
 - Highway Commissioner
 - Human Resources Director
 - Information Services Director
 - Land Information Director
 - Veterans Service Officer
- (c) Pursuant to §75.02, Wis. Stats., a Court Commissioner shall be supervised by the presiding judge and shall be appointed and may be terminated for cause by the chief judge.
- (d) Pursuant to §851.71, Wis. Stats., a Register in Probate shall be appointed and may be removed by the judges of Marinette County, subject to the approval of the chief judge.

(Ord #364 3/26/13)

(3) Vacancies.

- (a) CAUSE. Vacancies in elective and appointed positions are caused as provided in §17.03, Wis. Stats.
- (b) COUNTY BOARD SUPERVISOR VACANCY. Upon the creation of a vacancy on the Marinette County Board of Supervisors, at the next regular or special meeting of the Marinette County Board of Supervisors,

E. The committee shall report to the UW-Extension Education Committee at its request, but no less than annually.

F. The director of UW-Extension Education shall assign staff as assistance to the committee, shall act as liaison with the UW-Extension Education Committee, reporting regularly to both bodies.

G. This committee shall meet at least two times per year. (Ord. 155-11, Sec. 3, 2011; Ord. 148-57, Sec.1, 2004).

Chapter 2.06

COUNTY ADMINISTRATOR

Sections:

<u>2.06.010</u>	Established.
<u>2.06.020</u>	Appointment.
<u>2.06.030</u>	Qualifications.
<u>2.06.040</u>	Salary.
<u>2.06.050</u>	Meeting attendance--Agenda and legislative duties.
<u>2.06.060</u>	Budget preparation and execution.
<u>2.06.070</u>	Financial reports and planning.
<u>2.06.100</u>	Property management.
<u>2.06.110</u>	Appointments of office staff and officials.
<u>2.06.120</u>	Administrative duties.
<u>2.06.130</u>	Coordination and liaison with other jurisdictions.
<u>2.06.140</u>	Accountability and responsibility.
<u>2.06.150</u>	Tenure--Removal--Authority in absence.

2.06.010 Established. There is created the position of county administrator, pursuant to the authority granted the county board by Wis. Stat. § 59.18. (Ord.143-91, Sec.18. 2000; Ord.141-92 Secs.15-16, 1998; Ord.141-03, Sec.1, 1997; Ord. 386-76 Sec.1, 1976).

2.06.020 Appointment. The county administrator shall be appointed by a majority vote of the county board, upon the recommendation of the committee on administration. The committee shall prepare an appropriate job description and shall publicly advertise same in at least two newspapers of state wide circulation as well as in appropriate county association journals. The committee shall interview selected qualified applicants, and present its written recommendation to the county board for action. (Ord.143-91 Sec.19, 2000; Ord.141-92 Sec.17, 1998; Ord. 134-03 Sec.4, 1990; Ord.386-76 Sec.2, 1976).

2.06.030 Qualifications. The county administrator shall be chosen on the basis of administrative and executive ability, education, experience, and knowledge of governmental management operations. The successful applicant shall have at least 5 years experience in responsible executive or administrative positions. The successful applicant shall possess the ability to plan and execute programs for the board, including budgeting, budgetary control, and coordination of varied activities. At the time of appointment, the county administrator must be a citizen of the United States. If not a resident of the county when appointed, the county administrator shall become a resident within six months and shall remain a resident while in office. The county administrator shall devote his or her entire time to the duties of his or her office and shall not engage in any other business or occupation. (Ord.143-91, Sec.20, 2000; Ord.141-92 Sec.18, 1998; Ord.141-92 Sec.18, 1998; Ord.386-76 Sec.3, 1976).

2.06.040 Salary. The salary of the county administrator shall be established through an employment contract approved by the county board and shall be paid by the finance department in the same manner as the salaries of other county employees. The county administrator is granted all of the benefits conferred on county employees relating to sick leave, vacation, holidays, insurance benefits, worker's compensation, and travel expense reimbursements. (Ord.143-91 Sec.21, 2000; Ord.141-92 Sec.19, 1998; Ord.131-86 Sec.13 1988, Ord.386-76 Sec.4, 1976).

2.06.050 Meeting attendance--Agenda and legislative duties.

A. The county administrator shall attend all meetings of the county board, except when excused; advise and make recommendations to the board on matters within his or her administrative authority; and present to the board all data pertaining to the responsibilities of the board and all needs for legislative action which come to his or her attention.

B. In consultation with the chair of the county board, the county administrator shall prepare the agenda for meetings of the board and prepare, with the corporation counsel, all resolutions and ordinances thereunder.

C. The county administrator shall attend and participate in as many committee meetings as possible and provide research and data as requested by committee chairs. (Ord.143-91 Sec.22, 2000; Ord.386-76 Sec.5(1), 1976).

2.06.060 Budget preparation and execution. The county administrator shall meet with the finance and budget committee early each fiscal year to establish procedures, format, and priorities desired in the preparation of the budget, and under its supervision shall do the following:

A. Furnish department heads with appropriate budget forms, instructions, and assistance in budget preparation;

B. Attend budget review committee meetings for the several departments;

C. Conduct and schedule, with the finance and budget committee, budget hearings and meetings on budget requests, and presenting recommendations on same;

D. Submit the annual budget for the county administrator's office to the finance and budget committee;

E. Prepare and submit the final recommended annual budget and capital program to the board; (Ord.143-91 Sec.23, 2000; Ord.141-92 Secs.20-21, 1998; Ord.134-03 Sec.5, 1990; Ord.386-76 Sec.5(2), 1976).

2.06.070 Financial reports and planning. In cooperation with the finance and budget committee, the county administrator shall do the following:

- A. Make regular reports to the board, keeping the board fully advised as to the financial condition of the county and its future financial needs;
- B. Develop financial plans in which revenues and expenditures are projected against anticipated county growth, and recommend methods of financing future needs;
- C. Perform such other finance duties as may be required by the board. (Ord.141-92 Sec.22, 1998; Ord.386-76 Sec.5(3), 1976).

2.06.100 Property management. Subject to the overall supervision of the board or committees thereof, the county administrator shall do the following:

- A. Be responsible for the care and custody of all real and personal property of the county over which the board has authority, maintain and keep such property in repair, maintain in a permanent record a perpetual inventory of such property;
- B. Direct the preparation of long-range plans for the management of county properties and for the construction and alteration of physical facilities needed to render county services properly, said plans to be submitted to the board, recommending the priority of projects;
- C. Coordinate, with the appropriate committee, the preparation of architectural plans for county buildings and their construction, and allocate space to county departments and agencies;
- D. Nothing in this section shall be construed to grant the county administrator any authority vested by law in any other county officer, commission, committee, or board. (Ord.143-91 Sec.24, 2000; Ord.141-92 Sec.23, 1998; Ord.33-78 Sec.1, 1978; Ord.386-76 Sec.5(6), 1976).

2.06.110 Appointments of office staff and officials.

- A. The county administrator shall appoint such authorized maintenance, custodial and technical staff as are assigned by the county board, in accord with Chapter 3.45.
- B. The county administrator shall make recommendations to the county board or the chair of the board on the appointment of persons to positions for which the board or the chair is the appointing authority. (Ord. 147-80, Sec. 7, 2003; Ord.141-92 Sec.24, 1998; Ord.81-82/473 Sec.1, 1982).

2.06.120 Administrative duties. The county administrator shall have the following additional responsibilities:

- A. To see that all orders, ordinances, resolutions, and regulations of the county board are faithfully executed, whether personally or by other department heads;
- B. To supervise and coordinate the work of the departments and agencies under the direct jurisdiction or fiscal control of the board and for this purpose, to require the periodic submission of organization charts and departmental activity reports, and shall conduct regular staff meetings with department heads;
- C. To develop county administrative code procedures, to be adopted by the board;
- D. To appraise the value of transferring responsibility for specific functions between county departments and agencies or consolidating departments and agencies, and report such findings to the board;

E. Subject to the supervision of the finance and budget committee, to manage all county investments and securities and invest surplus funds;

F. To remain informed about federal and state grant programs and procedures, provide data on same to the departments, and assist in applications for and procurement of these grants;

G. To recommend to the board the adoption of new or revised ordinances, orders, and resolutions, when in his or her judgment these actions will promote improved county services and operations and are in the public interest;

H. To remain informed on all federal or state legislation affecting the county and solicit the board's position on such legislation in cooperation with the legislative committee;

I. To prepare or provide or cause to be prepared or provided such reports, studies, and research as the board may require concerning operations of the county government; and to prepare plans and programs for the board's consideration in anticipation of future needs;

J. To receive complaints concerning county operations, refer same to the appropriate committee or department head, and conduct appropriate investigations when directed by said committee or the county board and report such findings to the appropriate parties;

K. To handle the public relations affairs of the county and the County Board;

L. With the approval of the board, to utilize the services of personnel of other departments and agencies under control of the board and the services of outside experts and consultants. (Ord.143-91 Sec.25, 2000; Ord.141-92 Sec.25, 1998; Ord.386-76 Sec.5(8), 1976).

2.06.130 Coordination and liaison with other jurisdictions. The county administrator shall represent the county, at the direction of the board, in the transaction of its business, and shall do the following:

A. Serve as the board's representative in communications with autonomous county officers and boards and with other federal, state, or local governmental agencies;

B. Invite other local units of government in the county to cooperate with the board through the establishment of joint conference committees, and other arrangements;

C. When necessary, coordinate county and county special district functions with federal, state, and other county, municipal or special district functions. (Ord.141-92 Sec.26, 1998; Ord.386-76 Sec.5(9), 1976).

2.06.140 Accountability and responsibility.

A. The county administrator is accountable to the county board for the administration of its policies and programs, and for his or her conduct as a responsible public official.

B. No provision of this chapter is intended to vest in the county administrator any duty, or grant the county administrator any authority, which is vested by law in any other County officer, employee, commission, committee, or board. In the absence of specific authority vested by statute, ordinance or resolution with the county administrator, policy direction shall be solicited from the county board. (Ord.141-92 Sec.27, 1998; Ord. 386-76 Sec.6, 1976).

2.06.150 Tenure--Removal--Authority in absence.

A. The county administrator shall hold office at the will of the county board, which may remove the county administrator at any time that his or her conduct of duties become unsatisfactory. The action of the board in removing the county administrator shall be final.

B. A vacancy in the office of county administrator created by reason of death, resignation, or removal shall be filled by appointment as provided in 2.06.020.

C. In the event that the county administrator is absent from office by reason of illness, vacation, or vacancy under B., the corporation counsel shall act as county administrator and perform all duties of such office, until such time as the county administrator returns or the board appoints a successor. (Ord.141-92 Sec.28, 1998; Ord.139-100, 1996).

Chapter 2.07

CORPORATION COUNSEL

Sections:

<u>2.07.010</u>	Purpose.
<u>2.07.020</u>	Corporation Counsel.
<u>2.07.030</u>	Human services department representation.
<u>2.07.040</u>	Child support agency representation
<u>2.07.060</u>	Review of legal documents and instruments.
<u>2.07.080</u>	Appointment of special counsel.

2.07.010 Purpose. It is the intent of this chapter to establish the duties and responsibilities of the office of the Eau Claire County corporation counsel. Except as hereinafter provided, said office and its individual attorneys shall constitute the sole civil legal counsel for the body politic and corporate of the county, its board of supervisors, committees, commissions, boards, departments and agencies, without restriction because of enumeration herein. (Ord. 79-80/250 Sec.1(part), 1979).

2.07.020 Corporation counsel. The office of the corporation counsel shall constitute a county department to be supervised on a full-time basis by an attorney in good standing, licensed to practice law in the state of Wisconsin.

- A. The duties of the corporation counsel shall include the following:
1. To serve as legal counsel for the county board, its standing, special and select committees and the various county departments, offices, boards, agencies and commissions;

2. To render legal opinions on behalf of the county and to interpret the powers and duties of the county board, appointed and elected county officers and administrative staff;

3. To attend county board sessions and, upon request, to attend committee, board and commission meetings and to act as county parliamentarian;

4. To prosecute and defend all civil actions and proceedings in which the county or an officer or administrator thereof, in his or her official capacity, is interested or a party;

5. To perform all forms of legal representation deemed to be advisable or necessary on behalf of the county;

6. To assist in the legislative drafting process in the manner specified at Chapter 2.10;

7. To perform specified duties with respect to civil legal representation as may be designated, from time to time, by the county board or the committee on administration;

8. To perform all duties related to the prosecution of commitment actions under Wis. Stat. ch. 51, on behalf of the county and the state of Wisconsin;

9. To perform these and other duties in accord with Wis. Stat. § 59.42 (1);

10. To serve as ethics code administrator under the provisions of Chapter 3.50.

11. To notify the county board in writing of receipt of WCA Resolutions and forward resolutions from other counties to the chair of the appropriate committee.

B. The corporation counsel is granted the authority to appoint the number of assistants approved by the county board, whose duties shall include but not be limited to those expressed in this chapter and as otherwise assigned by the corporation counsel. The assistants shall be subject to the control and supervision of the corporation counsel. The assistants so appointed shall be attorneys in good standing, licensed to practice law in the state of Wisconsin.

C. The corporation counsel shall be subject to the supervision of the committee on administration, which committee may, in its discretion, act on behalf of the county board in directing or authorizing the performance of specified courses of legal representation.

D. The corporation counsel shall be appointed by the county board and his or her employment may be terminated at any time by a majority vote of all the members of the board. (Ord. 150-17 Sec. 2, 2006; Ord.143-65 Sec. 1 and 2, 1999; Ord.141-82 Sec.6; Ord.141-03 Sec.1, 1997; Ord. 133-19 Sec.1, 1989; Ord.81-82/132 Sec.2, 1981; Ord.79-80/250 Sec.1(part), 1979).

2.07.030 Human services department representation. Subject to the control and supervision of the corporation counsel, the following legal representation shall be provided on behalf of the Eau Claire County department of human services:

A. Advice and counsel for the human services board, the director of the department and departmental personnel;

B. The prosecution of all matters arising under Wis. Stat. ch. 48, the Children's Code and Wis. Stat. ch. 938, the Juvenile Justice Code, with the express exception of delinquency cases arising under Wis. Stat. § 938.12, which shall be referred to the Eau Claire County district attorney;

- (2) Applicable Statute - pursuant to s. 59.10, Wis. Stats.

APPOINTED COUNTY OFFICIALS

1.16 AGING DIRECTOR. Duties.

(1) The Aging Director shall be responsible for planning, coordinating and implementing programs and services that address an array of needs of senior citizens. Activities will be in accordance with federal and state laws and regulations. Included responsibilities are personnel and fiscal management of the Department.

- (2) Applicable Statute – pursuant to s. 46.82, Wis. Stats.

1.17 AUDITOR/FINANCE DIRECTOR.

(1) Duties. The Auditor/Finance Director shall be deemed the creation of a combined office of Auditor and Finance. The Auditor/Finance Director duties shall include all duties set forth in Chapter 4 of this Code. In addition, the Auditor/Finance Director is responsible for the oversight of all payroll, debt management and general accounting for the County, as well as purchasing coordination and the examination of the books and accounts of any County department, board, commission, committee, or other officer or employee entrusted with the receipt, custody or expenditure of money, or by or on whose certificate any funds appropriated by the County Board are authorized to be expended. The Auditor/Finance Director shall direct the keeping of all of the accounts of the County, in all of its offices, departments and institutions, and shall keep such books of account as may be necessary to properly perform the duties of the office, and to perform such other duties as assigned.

- (2) Applicable Statutes - pursuant to s. 59.47, Wis. Stats.

1.18 CORPORATION COUNSEL.

(1) Duties. The Corporation Counsel shall provide comprehensive civil legal services to the County, including prosecution and defense of all civil actions and proceedings in any court, tribunal or commission in which the County is interested or where state law requires corporation counsel representation. The Corporation Counsel shall also give advice to the County Board, County Departments, committees, commissions, and officers in all civil matters in which the County is interested or related to the discharge of official duties. The Corporation Counsel shall prepare ordinances and resolutions for County Board consideration, and shall attend all meetings of the County Board and committees of the County Board when requested by either the County Board Chair or the chair of the committee.

- (2) Applicable Statute – pursuant to s. 59.42, Wis. Stats.

1.19 COUNTY ADMINISTRATOR.

(1) Duties. The County Administrator shall be the chief administrative officer of the County who shall take care that every county ordinance and state or federal law is observed in the County. The County Administrator shall appoint and supervise heads of departments, except for elected officials, and coordinate and direct all administrative and management functions of the County not otherwise vested by law. The County Administrator may approve grants if the receipt of the grant funds does not require hiring additional County employees or the expenditure of non-budgeted County funds, and the County Administrator or his/her designee shall act as the Administrative Board of Review of La Crosse County pursuant to s. 68.09, Wis. Stats.

- (2) Applicable Statute - pursuant to s. 59.18, Wis. Stats.

1.20 COUNTY SURVEYOR.

(1) Duties. The Surveyor shall protect and maintain the corners of the Public Lands Survey System (PLSS) and other significant control monuments, maintain the County Surveyor files and County Highway Register, enforce the County Subdivision Control Ordinance by approving appropriate Certified Survey Maps and Subdivision Plats, perform survey work requested by other County Departments and respond to inquiries regarding land surveying and land ownership.

- (2) Applicable Statute - pursuant to s. 59.45, Wis. Stats.

1.21 EMERGENCY SERVICES ADMINISTRATOR.

(1) Duties. The Emergency Services Administrator is the head of emergency management and shall be responsible for administrating and planning all work for the County's emergency management activities, including those under Ch. 323, Wis. Stats. The Emergency Services Administrator shall be responsible for directing the operation of the County-wide Public Safety Dispatching Department and 9-1-1 System and SARA Title III Hazardous Materials, including the application, preparation and administration of grant-related projects.

- (2) Applicable Statutes - pursuant to Ch. 323, Wis. Stats.

1.22 FACILITIES DIRECTOR. Duties. The Facilities Director shall have the responsibility for the operation of all County-owned buildings and real property. The Director shall be responsible for the coordination of all capital improvement projects, the fiscal and personnel management of the Facilities Department and the County parks as provided in Chapter 19 of this Code and shall perform other duties as prescribed.

1.23 FAMILY COURT COMMISSIONER.

(1) Duties. The Family Court Commissioner shall perform those duties in connection with divorce and other family law matters pursuant to state law, more particularly, Chapter 767 of the Wisconsin Statutes, all under the direction of the Chief Judge of the Judicial Administrative District. The Family Court Commissioner shall perform other duties as the Chief Judge of the Judicial Administrative District, or other Judge as the Chief Judge may designate or direct.

- (2) Applicable Statutes - pursuant to ss. 757.68 and 757.69, Wis. Stats.

1.24 HEALTH OFFICER.

(1) Duties. The Health Officer shall administer and supervise the County Health Department and perform duties prescribed by the Health & Human Services Board according to state statute. The Health Officer shall enforce state public health laws and any local public health regulations and ordinances. The Health Officer shall administer all funds received for public health programs and shall promote the spread of information relating to the causes and prevention of disease and preservation and improvement of health in the County.

- (2) Applicable Statute - pursuant to s. 251.06(3), Wis. Stats.

Sec. 2-149. - Established.

Pursuant to Wis. Stats. § 59.18, Resolution No. 9-08-9 was adopted; thereby establishing the position of county administrator. The county administrator shall be appointed by the county board of supervisors and shall report to the administrative/executive committee.

(Res. No. 05-11-02, 5-20-2011)

Sec. 2-150. - Duties.

The duties of the county administrator shall be those duties set forth in Wis. Stats. § 59.18, and as amended in the future, and all other duties required by law or as determined by the county board.

(Res. No. 05-11-02, 5-20-2011)

Sec. 1.11. - County Administrator.

- (1) *Position created.* Under § 59.033, Wis. Stats., the position of the County Administrator shall be created as of January 1, 1980. The County Administrator shall serve as an agent of the County Board in the performance of the duties and the exercise of the powers delegated by this section. The Administrator shall establish goals and time tables consistent with the objectives and directives of the County Board. In turn, the County Board will review the results of the Administrator's activities at least annually. See 2.01(21)(a) and (b).
- (2) *Responsibilities and duties.* The responsibilities and duties of the Administrator shall include those defined in § 59.18, Wis. Stats., and the following with regard to:
 - (a) *The County Board/Administrator Relationship.*
 1. Assist boards, commissions and committees in monitoring the outcomes of operating departments.
 2. Implement the organization and staffing structure necessary to insure optimum levels of authorized services as provided by law.
 3. At least annually review the overall condition of the County with the County Board.
 4. Recommend to all boards, commissions and committees matters for their consideration, as appropriate.
 5. Provide information and other resources as necessary to assist the County Board in making informed decisions regarding key policy questions.
 6. Confer regularly with the County Board Chairperson on interim matters.
 - (b) *Administration/Leadership.*
 1. Direct and coordinate the administrative and management functions of County government.
 2. Review, recommend and implement administrative management practices to insure optimum use of human, financial and material resources.
 3. Develop and maintain close working relationships with elected department heads and department heads supervised by independent boards/commissions to ensure that county goals and department objectives are met consistent with those of other departments and the County's strategic plan.
 4. Direct and supervise the work of appointed department heads, excluding those cited in section 3 above, to achieve the departmental outcomes that contribute to the success of the County's strategic plan.
 - (c) *Fiscal Management.* The Administrator has overall, on-going responsibilities with regard to the annual budget for the County and will:
 1. Confer with the Finance and Property Committee to establish budget assumptions and procedures for preparation of the budget.
 2. Provide direction and assistance to department heads in the preparation of department budgets.
 3. Prepare and present the annual budget to the Finance and Property Committee and upon approval present the Finance and Property Committee's budget to [the] County Board.
 - 4.

Administer and monitor the adopted budget to insure efficient use of financial resources within budget guidelines.

(d) *Federal/State Grants and Legislation.*

1. The County Administrator and Deputy County Administrator will be knowledgeable of departments' current and potential grant funding; and commitments of current or future county resources associated with grant funding; and ensure compliance with the regulations and requirements of the funding source.
2. Knowledge of legislation as it pertains to Marathon County, implication of pending legislation, communicate the details and potential impact to committee chairperson(s) and Wisconsin Counties Association; and solicit the County Board's position on significant legislative matters.

(e) *Citizen Service and Information.* Review complaints concerning County personnel and operations, referring such complaints to the department head. As appropriate, follow up to insure the matter has been properly resolved.

(3) *Procedures for evaluating the job performance.* See Chapter 2, Section 2.01, Rule 21 of the Marathon County Code of Ordinances.

(R-93; O-17-90; O-39-91; R-67-02; O-16-14)

CHAPTER 43
COUNTY ADMINISTRATOR

- 43.01 AUTHORITY
- 43.02 OFFICE OF COUNTY ADMINISTRATOR
- 43.03 APPOINTMENT
- 43.04 CONTINUING DUTIES, STRUCTURE, AND CLASSIFICATION
- 43.05 APPOINTMENTS AND RESPONSIBILITIES
- 43.06 CONFIRMATION OF APPOINTMENTS
- 43.07 BUDGETARY RESPONSIBILITIES
- 43.08 SUPERVISORY RESPONSIBILITIES
- 43.09 REMOVAL

43.01 AUTHORITY. This Chapter is enacted pursuant to authority given to Sheboygan County under Wis. Stat. § 59.18.

43.02 OFFICE OF COUNTY ADMINISTRATOR. There is created an Office of County Administrator for Sheboygan County with all duties and powers as set forth under Wis. Stat. § 59.18. This office shall replace the Office of Administrative Coordinator created through the enactment of Ordinance No. 15 (1997/98) and the incumbent Administrative Coordinator shall be appointed to serve as County Administrator.

43.03 APPOINTMENT. County Administrator vacancies shall be appointed by majority vote of the County Board.

43.04 CONTINUING DUTIES, STRUCTURE, AND CLASSIFICATION. All references in the Code to "Administrative Coordinator" hereafter shall mean the "County Administrator" position.

43.05 APPOINTMENTS AND RESPONSIBILITIES. The County Board's right to elect and appoint its own officers and assign Committee membership as provided in Chapter 2 of the Code is reaffirmed. All other references in the Code to appointments made by the County Board Chairperson, Executive Committee, or County Board shall mean that the appointments shall be made by the County Administrator after conferring with the County Board Chairperson and any appropriate standing Committee unless, pursuant to Wisconsin Statutes, the appointment power remains with the County Board Chairperson or County Board notwithstanding the creation of the Office of County Administrator.

43.06 CONFIRMATION OF APPOINTMENTS. Any appointments made by the County Administrator under Section 43.05 above, except Department Heads, shall be confirmed by the County Board. Any appointment of a Department Head made by the County Administrator shall be confirmed by the Liaison Committee to whom the Department Head is assigned.

43.07 BUDGETARY RESPONSIBILITIES. The County Administrator shall submit an annual budget to the County Board in conjunction with the Finance Committee, Executive Committee, and the Finance Director under the provisions of Chapter 5 of this Code.

43.08 SUPERVISORY RESPONSIBILITIES. Notwithstanding any Code provisions to the contrary, the County Administrator shall supervise the heads of all Departments except those elected by the people.

43.09 REMOVAL. The County Administrator may be removed by the County Board as provided in Wis. Stat. §§ 59.18 and 17.10(2).

DIVISION 6. - COUNTY ADMINISTRATOR^[5]

Footnotes:

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Editor's note—Res. No. 05-11-02, adopted May 20, 2011, amended div. 6 in its entirety to read as herein set out. Former div. 6, §§ 2-149—2-153, entitled "Administrative Coordinator" derived from: Code 1986, § 1.14; and Ord. No. 86-53.

Sec. 2-149. - Established.

Pursuant to Wis. Stats. § 59.18, Resolution No. 9-08-9 was adopted; thereby establishing the position of county administrator. The county administrator shall be appointed by the county board of supervisors and shall report to the administrative/executive committee.

(Res. No. 05-11-02, 5-20-2011)

Sec. 2-150. - Duties.

The duties of the county administrator shall be those duties set forth in Wis. Stats. § 59.18, and as amended in the future, and all other duties required by law or as determined by the county board.

(Res. No. 05-11-02, 5-20-2011)

Secs. 2-151—2-174. - Reserved.

WASHINGTON COUNTY CODE

CHAPTER 4

COUNTY ADMINISTRATION

SUBCHAPTER I - APPOINTED COUNTY OFFICIALS

- 4.01 COUNTY ADMINISTRATOR
- 4.02 COUNTY ATTORNEY
- 4.03 COUNTY SURVEYOR
- 4.04 PURCHASING AGENT; PURCHASING POLICY
- 4.05 REAL PROPERTY LISTER
- 4.06 LAND INFORMATION OFFICE
- 4.07 VETERANS' SERVICE OFFICER
- 4.08 FINANCE DIRECTOR
- 4.09 DIRECTOR OF HUMAN RESOURCES
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- 4.11 HIGHWAY COMMISSIONER

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- 4.17 DESIGNATION OF DEPOSITORIES
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- 4.53 CONSTRUCTION ADMINISTRATION**
- 4.54 CONTRACT ADMINISTRATION**

CHAPTER 4

COUNTY ADMINISTRATION

SUBCHAPTER I - APPOINTED COUNTY OFFICIALS

4.01(AM 14-2) COUNTY ADMINISTRATOR. (1)(AM 13-8)(AM 14-2) **Creation.** Pursuant to §59.18, Wis. Stats., there is created the position of County Administrator with all duties and powers as set forth in state law.

(2)(AM 13-8)(AM 14-2) **Appointment, Salary.** The incumbent County Manager shall be appointed to serve as County Administrator. Future vacancies in this position shall be appointed by a 2/3 vote of members of the County Board upon recommendation of the Executive Committee from qualified applicants. The salary and benefits of the County Administrator shall continue the same as authorized for the County Manager, subject to annual review by the Executive Committee and shall be payable as other County employees.

(3)(AM 01-8)(AM 11-3)(AM 13-8)(AM 13-34)(AM 14-2) **Powers and Duties.** The County Administrator shall exercise the following powers and duties, subject to the general supervision of the County Board of Supervisors consistent with the powers and duties set forth in state law.

(a) Attend all meetings of the County Board, unless excused, and present recommendations to the Board in all matters within the responsibilities of his or her office.

(b) In consultation with the Board, its officers and the County Attorney, process resolutions, ordinances and meeting agendas for the County Board.

(c) Attend committee meetings upon the request of their Chairpersons or as Administrator deems necessary.

(d) Budget Development. The County Administrator shall prepare and submit the annual budget to the County Board.

1. Meet with the Finance Committee early in each fiscal year to establish the format, target funding levels and procedures for the upcoming budget process. Present preliminary funding levels to County Board. Under supervision of the Finance Committee, perform necessary duties to prepare a proposed County budget.

2. Furnish County department heads with appropriate budget development instructions, forms and assistance in making budget requests.

3. Receive the budget requests of departments and assure that all budgets so submitted shall have received the preliminary approval of the department's liaison committee.

4. Schedule and arrange meetings on the budget with department heads and present the draft budget to the Finance Committee. Department heads shall appear at the Finance Committee at the request of the County Administrator to provide additional explanation and support for the proposed budget.

5. Prepare a final draft budget and present the same to the County Board, upon recommendation of the Finance Committee.

6. Report to the Administrative Services Committee all personnel requests without regard to their fiscal effect prior to submittal of the draft budget to the Finance Committee.

7. Prepare for inclusion in the final draft budget a proposed program of capital expenditures and borrowing as directed by the Executive and Finance Committees.

8. Monitor implementation of the adopted County budget to assure that all expenditures of County funds are in compliance with the budget.

9. Review all requests for transfers within the adopted budget other than those transfers within the authority of department heads, and further review all requests for modifications of allocations in the budget, and make recommendations on said requests to the Finance Committee and Board where necessary.

10. Nothing in this paragraph shall be construed to prevent a department head or Liaison Committee representative from appearing at the Finance Committee to explain or defend the draft budget or to contest the County Administrator's recommendation.

(e) The County Administrator shall oversee the management of investments and the investment of the surplus funds of the County, subject to the general supervision of the Finance Committee and in accordance with the County's financial policies.

(f) The County Administrator shall manage and periodically evaluate the County's Capital Improvement Budget and the current year's operating budget and make quarterly reports to the County Board on the general and financial condition of the County and its departments, particularly advising the Board of financial trends facing the County and necessary policy or budgetary changes to reflect those trends, including long-term financial needs of the County. More frequent reports shall be presented when circumstances require or at the request of the Board or the Executive Committee. Significant initiatives, work plans and policy changes shall be reported to the Executive Committee monthly, at least.

(g) The County Administrator shall maintain and supervise a centralized system of purchasing, emphasizing volume discount purchasing to maximize County purchasing power and to procure supplies at the most advantageous cost. The County Administrator shall supervise the Purchasing Ordinance.

(h) Property Management. Subject to the general supervisory authority of the Finance Committee, the County Administrator shall do all of the following:

COUNTY ADMINISTRATION 4.01

1. Be responsible for the maintenance, preservation and care of all personal and real property of the County over which the County has authority, maintain an inventory and record of the property and provide for maintenance of the property to preserve its value to the County.

2. In cooperation with department heads and elected officials, develop a long-range plan for management of County property, including real property, including recommendations for construction of facilities needed to deliver County services.

3. When directed by the County Board or a committee thereof, cause to be prepared plans and architectural specifications for County capital projects authorized by the Board, and coordinate County monitoring of construction progress.

4. Allocate space to County departments and agencies.

(i) Insurance Administration. The County Administrator shall be primarily responsible for assuring that insurance coverage is solicited and maintained by the County in such amounts as are available and affordable and are adequate to protect the County from financial loss. Therefore, the County Administrator shall:

1. Serve as custodian of all insurance policies held by the County, filing duplicates thereof with any appropriate department head or agency.

2. Under the supervision of the Administrative Committee, procure through bidding or other means as deemed proper by the committee, insurance coverage for the property, casualty, employee health, life and other insurance risks. The County Administrator shall continuously evaluate the County's coverage and recommend County policies which will protect the County from unreasonable risk of loss.

3. Process all insurance claims and refer them to the County Attorney and committees of the County Board, as appropriate.

4. Be responsible for all loss-control activities.

(j) Appointment of Department Heads, Staff and Assistants. The County Administrator shall appoint all department heads, staff and technical staff of his or her office as authorized by the County Board, except those elected by the people. Department Head appointments shall be made in consultation with the appropriate Liaison Committee. The County Administrator shall train and supervise department heads regardless of the appointing authority. The County Board elects to waive confirmation of the Administrator's Department Head appointments.

(k) Supervision and Discipline of Department Heads and Officers. Except for department heads elected by the people, the County Administrator shall evaluate and discipline all department heads and officers. Notwithstanding any Code provisions to the contrary, the County Administrator shall supervise and have disciplinary authority for the heads of all departments, except for the removal of the County Attorney and those elected by the people.

(l) The County Administrator shall have the following general powers:

1. To assure that all resolutions, ordinances and regulations of the County Board are faithfully executed, whether by the coordinator or department heads.

2. To supervise and coordinate the operations of all County departments except where the County Board has directed otherwise, and conduct regular department head meetings.

3. To update and maintain the County Code with the professional assistance of the County Attorney.

4. To make recommendations to the County Board for reorganization of the County departments, assignment of responsibilities to other agencies, merger, consolidation or abolition of County agencies, positions and programs; and report these recommendations to the Board.

5. To monitor developments in State, Federal and other relevant laws and governmental affairs, and to advise the County on recommended policy positions to advance which will improve County administration and operations.

6. To recommend proposed resolutions, ordinances or regulations to the County Board as are necessary to promote improved County services to the public interest, and provide all requested information, data and reports requested by the County Board to the extent such information is available.

7. To generally represent the County before governmental agencies, at public functions, at inter-governmental meetings, in business transactions, negotiations and administrative proceedings unless otherwise directed by the County Board.

8. To develop and maintain personnel policies and procedures and to evaluate department heads at least annually.

9. To provide administrative services and support and fiscal liaison to the County Historical Society and the County Library Board.

(m) Board and Commission Appointments. The County Board's right to elect and appoint its own officers and committees as set forth in §59.12, Wis. Stats., is codified in Chapter 2 of the Code and is reaffirmed. Pursuant to §59.18(2)(c), Wis. Stats., the County Administrator shall appoint the members of boards and commissions, subject to the confirmation of the County Board.

(4)(AM 13-8) **Bonding.** The County Administrator shall be included in the County's public employee blanket position bond, and shall be indemnified in the amount of \$10,000.

(5)(AM 13-8)(AM 14-2) **Term.** The County Administrator shall serve at the pleasure of the County Board and may be removed at any time that the County Administrator's conduct becomes unsatisfactory by 2/3 vote of all members of the board.

County Administrator Compensation/Benefit Comparison

County	2010 Population	2015 (Current) Salary	Years in Position	Retention Incentive	Vehicle Allowance	Expense Allowance	WRS (Employee Portion)	Deferred Comp	Dues for Civic Clubs	Vacation	Personal Days	Professional Development
Ashland	16,157											
Barron	45,870	\$105,794	6							24		Memberships to NACA, ICMA, WCEA, WCMA and WICPA
Bayfield	15,014											Memberships to WCMA, ICMA, anything else up to \$2500
Burnett	15,457	\$98,000	2					\$600 annually	As needed	18	Ability to flex as needed	Memberships to NACA, ICMA, WCEA, WCMA and cost of attending one national conference in addition to the NACo conference annually.
Calumet	48,971	\$135,000 (to increase \$5,000 per year through 2018 - 2018 salary will be \$150,000)	1	Beginning January 2016, \$4,000 annually paid in \$1,000 quarterly installments. Beginning January 2018, \$8,000 annually in \$2,000 quarterly installments.				County to contribute 3% of annual base salary		PTO @ level 5 (21 years of service). Total per year is 43.		Memberships to NACA, ICMA, WCEA, WCMA and cost of attending one national conference in addition to the NACo conference annually.
Chippewa	62,415											Memberships to ICMA, WCMA, WGFQA
Dodge	88,759	\$106,300	7							PTO @ 5 years Service (24 days)		Memberships to ICMA, WCMA and conference support
Door	27,785	\$108,000	1 month									Memberships to ICMA, WCMA, WCEA, WCMA and WICPA
Douglas	44,159	\$103,022	5	PAP to 120% of scale (potential to \$126,797 - must meet standards for 2 years consecutively to increase salary over 100%).					\$2,000 annual budget covers professional and civic club dues	20	28 hours per year; no carry over - use or lose	Training Budget is \$7,500; includes travel, meal reimbursement, conference/training costs
Dunn	43,857	\$121,472	14		\$6,900 annually (Determined by multiplying the current standard busienss mileage rate established by the IRS by 1000. For 2015, the amount is 57.5 cents/mile or \$575)					20		Memberships to NACA, ICMA, WCEA, WCMA and cost of attending one national conference or the NACo conference annually

County Administrator Compensation/Benefit Comparison

County	2010 Population	2015 (Current) Salary	Years in Position	Retention Incentive	Vehicle Allowance	Expense Allowance	WRS (Employee Portion)	Deferred Comp	Dues for Civic Clubs	Vacation	Personal Days	Professional Development
Eau Claire	98,736	\$135,000	1 month CURRENTLY VACANT						Membership dues, fees and attendant expenses to participate in a local civic or community organization.	26		Memberships to NACA, ICMA, WCEA, WCMA and cost of attending one national conference annually
Iowa	23,687	\$92,000								MTO Level 4 of 6 (31 days)		Memberships to ICMA, WCEA and WCMA; Pay State Bar annual license fee; Conference expenses based on annual budget
Jefferson	83,686	\$121,600	2							15	5	
Kewaunee	20,574	\$90,001	6 months							10		
La Crosse	114,638	\$180,245	12	\$12,000	\$2,400 plus travel outside the County on County business will be reimbursed according to County policy			The \$12,000 annual Retention Award is deposited into a deferred compensation account at 25% per quarter	Pay for reasonable membership fees and/or dues for ONE club/organization	25	10	Memberships not limited to ICMA, WCMA, NACO dues and conference expenses
Marathon	134,063	\$124,538	7						Rotary	32.5	5	ICMA Dues and Conference, WCMA Dues and Conference, WCA Legislative Conference
Marquette	41,749	\$115,000	3 months							20		Reasonable
Monroe	44,673	\$95,900	6							23	1.5	Memberships to WCMA, ICMA, GFOA
Ozaukee	86,395	\$128,710	15				100% per contract			20		Memberships not limited to WCMA, WCEA, NACO
Rock	160,331	\$127,500	1		\$6,000	\$2,000		\$4,000 annually		25		Memberships not limited to WCMA, ICMA, WCEA

County Administrator Compensation/Benefit Comparison

County	2010 Population	2015 (Current) Salary	Years in Position	Retention Incentive	Vehicle Allowance	Expense Allowance	WRS (Employee Portion)	Deferred Comp	Dues for Civic Clubs	Vacation	Personal Days	Professional Development
Sheboygan	115,507	\$130,333	16							22		Membership to WCEA and attending WCA, NACO conferences budgeted
St. Croix	84,345	\$160,000	4	Same PAP program as employees. For 2015, amount earned was 2% or \$3,200.	\$4,800 with annual adjustment to reflect increases and decreases in CPI.					36	Same as Walworth County employees	Memberships to WCEA, ICMA; ICMA, WCA, NACO annual conferences
Walworth	102,228	\$150,942	14						As needed	20 (able to bank 6 weeks)		Memberships to WCEA & ICMA. May attend 2 NACO/NACA and one ICMA Conference annually.
Washington	131,887	\$111,966	2						Rotary	25 days PTO		

September 1, 2015

Dodge County

Bostelmann, Marge

From: Kottke, Russell <rkottke@co.dodge.wi.us>
Sent: Monday, February 08, 2016 9:29 AM
To: Bostelmann, Marge; Gibson, Karen
Subject: RE: Green Lake County

Good Morning Marge,
I will reply to your first three questions.

Dodge County Admin Coordinator was retiring so we voted to go to Cty Administrator so there would be a full time person for the daily operations of the county.

It has been working very well.

Yes, department heads can get answers to there questions everyday.

Karen will the rest of the info you asked for. Russell

From: Bostelmann, Marge [<mailto:mbostelmann@co.green-lake.wi.us>]
Sent: Thursday, February 04, 2016 3:21 PM
To: Gibson, Karen <kgibson@co.dodge.wi.us>; Kottke, Russell <rkottke@co.dodge.wi.us>
Subject: Green Lake County

Dear Karen and Russ,
I was appointed Administrative Coordinator in 1997. Since I have announced my retirement at the end of my term, Green Lake County is considering changing from an administrative coordinator to a county administrator. The Administrative Committee has requested that I contact the Clerk and County Board Chair of Counties who have made the change and ask the following questions:

Why did you make the change from Admin Coordinator to County Administrator?
How is it working, what are the positives and what are the negatives?
Are you happy with the change?
Do you have a job description, if so, can you send it to me?
Do you have a contract, if so, can you send it to me?
What is the salary range and current salary?

Thank you,
Marge

Margaret R. Bostelmann
Green Lake County Clerk/
Administrative Coordinator
Green Lake County

920-294-4005

DODGE COUNTY JOB DESCRIPTION

JOB TITLE:	County Administrator	FLSA STATUS:	Exempt
DEPARTMENT:	Administration	REPORTS TO:	County Board
LOCATION:	Administration Building	DATE:	January 15, 2008
LABOR GRADE:	Not Applicable - Employment Agreement	REVISED:	September 9, 2008, September 22, 2008

OVERALL PURPOSE/SUMMARY

Under the general direction of the County Board and in accordance with Section 59.18 of the Wisconsin State Statutes, the County Administrator is the chief administrative officer of the County. This position directs, administers and coordinates the activities of the County in support of policies, goals and objectives established by the County Board, by performing duties personally or through various departments.

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Directs and coordinates all administrative and management functions of Dodge County government not otherwise vested by law in boards or commissions, or in other elected officers, except as otherwise agreed between the County and County Administrator.
2. Appoint the members of all boards and commissions where the statutes provide that such appointment is made by the County Board or by the County Board Chairperson. All such appointments are subject to confirmation by the County Board. Committees of the County Board shall continue to be appointed by either the County Board Chairman or by election by the County Board, and shall not be appointed by the County Administrator.
3. Assists in preparing agendas for and attends County Board meetings.
4. Coordinates, prepares and presents an annual budget to the County Board, with recommendations.
5. Administers and monitors adopted annual budget.
6. Recommends Ordinances and Resolutions to the County Board.
7. Takes the initiative to propose to the County Board such actions as will contribute to the efficiency, productivity, and overall improvement of County operations.
8. Attend Committee meetings when requested.
9. Prepare reports and make recommendations to the County Board and Committees on matters included within the authority of the office.
10. Following consultation with liaison committees, recommends departmental organization and staffing to the County Board.
11. Assists boards, commissions and committees in monitoring the activities of operating departments.
12. Recommend county-wide priorities for programs and activities.
13. Keep informed on pending federal and state legislation affecting County operations.
14. Keep informed on federal and state grants and mandates affecting County operations.
15. Coordinates the transaction of all County administrative business with Federal, State and local officials.
16. Recommends and implements administrative management practices to ensure proper use of resources.
17. Coordinates and oversees major capital improvement projects.
18. Approves and signs contracts, leases, grants, property transfers, etc.
19. Appoint and supervise the heads of all departments of the county except those elected by the people and except where the statutes provide that the appointment shall be made by elected officers, and except as otherwise agreed between the County and the County Administrator. All such appointments are subject to confirmation by the County Board.
20. Serves as mediator in issues, problems and disputes involving department heads and other municipalities.
21. Reviews and responds to complaints regarding County personnel and operations; ensures proper response.
22. As requested by and under the direction of the County Board Chairperson, review and approve press releases, publications, speeches, or other declarations by persons representing the County's public policy position on any given matter and keep the County Board Chairperson and Executive Committee informed on said matters.
23. Represents Dodge County at various legislative meetings and hearings; acts as liaison, including public speaking to various groups, service clubs, other jurisdictions and state and federal government.
24. Responsible for risk management activities, including recommendations regarding insurance and stop loss purchase.
25. Responsible for purchasing activities, including issuing purchase orders, maintaining inventory, selecting vendors, etc.
26. May prepare bid specifications and requests for proposals for various projects.
27. May oversee building construction and renovation projects.
28. Regular attendance and punctuality required.
29. Performs related duties and special projects as may be assigned or required.

JOB SPECIFICATION

- KNOWLEDGE, SKILLS, AND ABILITIES**
- Thorough knowledge of county government structure and operation.
 - Thorough knowledge of public administration principles and practices including budget development and accounting procedures.
 - Thorough knowledge of federal and state programs.
 - Experience in effective leadership.
 - Ability to establish and maintain effective working relationships with wide variety of individuals.

JOB SPECIFICATION cont.	
Ability to communicate effectively, both verbally and in writing. Ability to plan and direct work of others. Ability to analyze information and make responsible independent decisions within established policies and procedures.	
EDUCATION AND EXPERIENCE	
Bachelor's degree in Business, Public Administration, or related field required, Master's degree preferred; six (6) or more years of upper management experience in public administration. Equivalent combination of education and experience which provides necessary knowledge, skills, and abilities may be considered.	
RESIDENCY	
Must become a Dodge County resident within one year of hire.	
WORKING CONDITIONS	
Normal office conditions.	
PHYSICAL DEMANDS	
The County of Dodge is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.	
ACKNOWLEDGEMENTS	FOR HUMAN RESOURCE USE
EMPLOYEE SIGNATURE: DATE: SUPERVISOR SIGNATURE: DATE:	ANALYST(S): DATE:
The principal duties and responsibilities shown are all essential job functions except for those indicated with an asterisk (*).	

THIS POSITION DESCRIPTION SUPERSEDES ALL PRIOR DESCRIPTIONS.

COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

AGREEMENT made this 26th day of August, 2008 by and between Dodge County, a Wisconsin quasi-municipal corporation ("Employer" or "County"), and James E. Mielke ("Employee"). The Parties agree as follows:

SECTION 1. APPOINTMENT, DUTIES AND RESPONSIBILITIES

The County Administrator shall be appointed by majority vote of the entire membership of the County Board of Supervisors. County agrees to employ Employee as its County Administrator. Employee's first day of employment as County Administrator is anticipated to be September 22, 2008 but may be modified by agreement of both parties. Employee agrees to serve as County Administrator in accordance with the terms of this Agreement, State Statutes, except as otherwise provided herein, and County ordinances and policies and to perform such other legally permissible and proper duties and functions as the County Board of Supervisors and/or Executive Committee shall from time to time assign, including those duties and responsibilities set forth in the County Administrator position description.

Such duties shall include the supervision of Dodge County department heads, however it is specifically agreed between the County and Employee that Employee shall not be responsible for the oversight or supervision or administration of the Office of Corporation Counsel or the Corporation Counsel. This limitation extends to appointment, supervision and removal as specifically listed in Section 59.42(1)(b), Wisconsin Statutes. This limitation shall not limit Employee's authority to supervise the heads of all departments as otherwise listed in Section 59.18(2)(b), Wisconsin Statutes. The Dodge County Executive Committee and ultimately the Dodge County Board of Supervisors shall be responsible for the oversight and supervision and administration of the Office of Corporation Counsel and the Corporation Counsel.

Employee agrees that in engaging in disciplinary action involving a department head, Employee shall communicate with the County Board Chair and the Committee Chair or Vice-chair at their earliest opportunity.

SECTION 2. TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the date hereof until the resignation, termination, or removal of Employee as provided in Section 12 of this Agreement, or death of Employee.

SECTION 3. GENERAL CONDITIONS OF EMPLOYMENT

Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from Employee's position with Employer, subject only to the provisions of this Agreement.

SECTION 4. RESIDENCY AND RELOCATION

The Employer and the Employee agree that it is desirable for the Employee to move to and reside in Dodge County. The Employer agrees to establish and maintain legal residence in Dodge County within one-year of reporting to work. Employer

has the authority to extend this deadline or to eliminate the requirement. To facilitate the relocation to Dodge County, Employer will assist Employee by paying the cost of Employee's actual moving expenses. Moving expenses may include packing, moving, storage costs, unpacking and insurance charges. Employee shall submit moving firm's actual bill for direct payment by the Employer. Said total moving expenses shall not exceed \$4,500.

SECTION 5. SUPERVISION AND PERFORMANCE GOALS

Employee is responsible to the Executive Committee for oversight and supervision subject only to review and ultimate oversight and supervision by the County Board of Supervisors. The Executive Committee shall be responsible for evaluating the performance of Employee. The Executive Committee may institute disciplinary action. The Executive Committee may recommend suspension of employment and/or removal to the County Board of Supervisors. The County Board of Supervisors may remove Employee at any time by majority vote of the entire membership of the Board.

Employee shall be given an initial performance review after six (6) months and annually thereafter. The process, form, criteria, and format for the evaluation will be mutually agreed upon by the Employer and Employee. The process at a minimum will include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 (thirty) days of the evaluation meeting. The evaluation will be conducted by the Executive Committee, with the County Board Chairman having primary responsibility of meeting with Employee and discussing the evaluation with Employee.

SECTION 6. HOURS OF WORK

Employee agrees to devote full time to the duties and responsibilities of the position during the term of this Agreement and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

Employee will be available during regular business hours. It is understood that the position of County Administrator requires attendance at evening and weekend meetings as necessary, including the regular monthly and any special meetings of the County Board of Supervisors. In recognition of these work demands, the Employee shall be allowed to use reasonable flexibility in setting his office schedule, provided it does not interfere with his performance of his duties.

SECTION 7. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment.

SECTION 8. SALARY AND BENEFITS

SALARY. Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$98,000 divided by 26 bi-weekly pay periods, beginning on Employee's first date of employment and continuing through the remaining pay periods of 2008. Said salary shall remain in effect through 2009. Thereafter, the salary of the Employee shall be recommended to the County Board by the Executive Committee, with consideration given to Employee's performance.

VACATIONS. Effective upon Employee's first day of employment, Employee shall be credited with 15 days of vacation leave, which may be used during calendar year 2009. Beginning with calendar year 2009, Employee shall earn 15 days of vacation leave per calendar year which shall be credited to the Employee on the first day of January of the calendar year following the year in which such vacation leave is earned, eg., 15 vacation leave days earned during calendar year 2009 will be credited and available to Employee on January 1, 2010. The Employee shall continue to earn 15 days of vacation leave per calendar

year until the Employee has served as County Administrator for the number of calendar years, (exclusive of the year 2008,) equal to the number of years as would entitle other full-time, non-union management employees to earn more than 15 days of vacation leave per year as determined by the County's personnel policy for such full-time non-union management employees. Thereafter, Employee shall earn vacation leave at the rate prescribed in said policy. Beginning with calendar year 2009, any credited vacation leave which remains unused at the end of a calendar year shall be forfeited unless carryover is pre-approved by the Human Resources and Labor Negotiations Committee. Employee shall not use any vacation leave in calendar year 2008.

HOLIDAYS. Employer shall provide Employee the same holidays as enjoyed by other full-time, non-union management employees.

GENERAL INSURANCE. Employer shall provide and pay the premiums for group hospital, medical, dental, and life insurance benefits for Employee and his dependents equal to that which is provided to all other full-time, non-union management employees.

SICK LEAVE. Employee shall begin accruing sick leave in accordance with the County's personnel policies for other full-time, non-union management employees from the first day of employment. County policies regarding sick leave usage shall apply.

PENSION PLAN. Employer shall pay Employer's share of the pension benefit contribution to the Wisconsin Retirement System (WRS) as required by State law for Employee, and shall also pay 100% of the employee required share of the pension benefit contribution.

OTHER BENEFITS. Employee shall receive any other benefits as provided to other full-time, non-union management employees.

SECTION 9. DUES AND SUBSCRIPTIONS

Employer shall budget and pay the professional dues and subscriptions for Employee which are necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth, and advancement. Dues and subscriptions include but are not limited to the International City/County Management Association (ICMA), the Wisconsin City/County Management Association (WCMA), the National Association of County Administrators (NACA), and the Wisconsin County Executives and Administrators Association (WCEA). Other professional association dues and subscriptions must be approved annually by the County's Executive Committee based on relevance and budgeted funds.

SECTION 10. PROFESSIONAL DEVELOPMENT

Employer shall budget and pay the registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee, and to support Employee's reasonable pursuit of professional association officer positions and committee assignments. Professional development includes seminars and conferences sponsored by national, regional, state and local associations of which Employee, as County Administrator, is a member, and other meetings and conferences involving Wisconsin county administrators. Employee shall use good judgment in Employee's outside activities so Employee will not neglect Employee's primary duties to Employer.

SECTION 11. REIMBURSABLE EXPENSES

Employee shall furnish a personal vehicle to provide transportation in conducting County business. County shall reimburse Employee for business use of his personal vehicle at the IRS standard mileage rate for business use. Mileage reimbursement will require proper documentation detailing the date, location, mileage, the business purpose for the Employee's attendance, and any other information deemed necessary by the Employer.

GENERAL EXPENSES. Employer shall reimburse Employee miscellaneous job related expenses, in accordance with County policies, which it is anticipated Employee will incur from time to time. Employee will provide appropriate documentation. Said reimbursement documentation shall detail the date, location, the business purpose for the expenditure, and any other information deemed necessary by the employer.

SECTION 12. REMOVAL, TERMINATION AND TERMINATION BENEFITS

The County Board of Supervisors may remove or terminate Employee at any time by majority vote of the entire membership of the Board.

The definition of "terminated" or "termination" means an action of the County Board to terminate the employment of Employee as County Administrator by action of a majority vote of the entire membership of the County Board of Supervisors.

The definition of "removed" or "removal" means an action of the County Board to remove the County Administrator at any time for cause because of the County Administrator's conduct of the county administration becoming unsatisfactory, for reason including, but not limited to, inefficiency, neglect of duty, malfeasance in office, official misconduct, gross misconduct, conviction for a felony, or conviction of an illegal act involving personal gain to Employee.

Termination Benefits. In the event that Employee is terminated by the Employer during such time that the Employee is willing and able to perform the duties of County Administrator, then in that event, Employer agrees to pay Employee at the time of receipt of Employee's last pay check a lump sum cash payment equal to six (6) months salary, and to additionally pay Employee a lump sum cash payment equal to six (6) months continuation of Employer's contributions towards premiums for group hospital, medical, dental, and life insurance benefits for Employee and his dependents, based on Employee's benefit enrollment at time of termination. In exchange for the lump sum cash payments, Employee agrees to a full, final and complete release of all claims.

Removal. In the event Employee is removed, Employer shall have no obligation to pay any (\$0) of the termination benefits.

Resignation Treated as Termination. Employee may resign and be treated as having been terminated under this agreement by submitting a formal letter of resignation, in writing, together with a request to be treated as having been terminated (a) within thirty (30) days after employer has taken a formal action to reduce the salary or other financial benefits of the employee in a greater percentage than the across the board reduction for all full-time, non-union management employees, (b) within thirty (30) days of a formal suggestion by the Executive Committee of the Dodge County Board of Supervisors that Employee resign.

If Employee voluntarily resigns Employee's position with employer, Employee agrees to give the Employer thirty (30) days advance written notice, unless the parties otherwise agree in writing. Employee shall remain on the job and perform all the duties of County Administrator during said thirty (30) day period, Employee shall receive salary and benefits only for the thirty

(30) day period and Employee shall not utilize any accrued paid vacation during said thirty (30) day period unless the parties otherwise agree in writing. If Employee voluntarily resigns Employee's position with Employer, there shall be no (\$0) termination benefits due to Employee, except benefit continuation rights as provided by Federal Law (e.g. COBRA).

Employee Early Resignation - If Employee voluntarily resigns within the first 12 months of reporting to work, the Employee shall reimburse the County \$10,000 attributable to recruitment and hiring costs paid by the County. If Employee voluntarily resigns after 12 months but before 24 months of reporting to work, the Employee shall reimburse the County \$5,000 attributable to recruitment and hiring costs paid by the County.

Employee shall be entitled to payouts of accrued benefits consistent with County policies regarding payout of accrued benefits to other full-time, non-union management employees.

SECTION 13. INDEMNIFICATION

Employer shall defend and indemnify Employee pursuant to applicable Wisconsin State Statutes. In addition, Employer shall defend, hold harmless, and indemnify Employee from all torts; civil damages, penalties, and fines; violations of statutes, laws, rules and ordinances, provided the Employee was acting in good faith in the performance of the duties of the position, and provided, however, that nothing herein shall obligate County to pay the costs of defending or the amount of claim arising out of any criminal action brought by any State or Federal authority. Nothing in this paragraph shall be deemed to be a waiver by the County of any limitations on liability set forth in Wisconsin State Statutes.

SECTION 14. CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Wisconsin, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

SECTION 15. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SECTION 16. MERGER

This Agreement supersedes all prior oral or written communications between the parties.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the employment relationship between the County and the Administrator, replaces all prior agreements or understandings, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

SECTION 18. SEVERABILITY

In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

SECTION 19. AMENDMENTS

Both parties agree that any amendments to this Employment Agreement shall be as agreed from time to time and reduced to writing in the same fashion as this Employment Agreement.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed by its Board Chair, contingent upon appointment of Employee to the position of Dodge County Administrator and final approval of this Agreement by the Dodge County Board of Supervisors, and Employee has signed this Agreement, in duplicate, the day and year first written above.

This Employment Agreement takes effect upon approval of this Employment Agreement by the Dodge County Board of Supervisors and appointment by the Dodge County Board of Supervisors of James E. Mielke to the position of Dodge County Administrator.

EMPLOYER:

DODGE COUNTY

Russell Katke
County Board Chair

Dated: 8/26/2008

ATTEST:

Kelly L. Rippe

APPROVES AS TO FORM:

John F. Corey
John F. Corey, Corporation Counsel
August 20, 2008

EMPLOYEE:

JAMES E. MIELKE

James E. Mielke

Dated: 8/22/2008

ATTEST:

Tiffany S. O'Brien

Amendment To County Administrator Employment Agreement Dated August 26, 2008

AGREEMENT made this 12th day of November, 2009, by and between Dodge County, a Wisconsin quasi-municipal corporation ("Employer" or "County"), and James E. Mielke ("Employee"). The Parties agree as follows:

This Agreement amends the County Administrator Employment Agreement ("Contract"), entered into by and between the Parties on August 26, 2008, and is an amendment to the Contract pursuant to Section 19 of said Contract, which permits that amendments to the Employment Agreement shall be as agreed from time to time and reduced to writing in the same fashion as the Employment Agreement.

The Parties further agree as follows:

Section 8 of the Employment Agreement shall be amended to provide as follows:

"SECTION 8. SALARY AND BENEFITS

"SALARY. Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$98,000 divided by 26 bi-weekly pay periods, beginning on Employee's first date of employment and continuing through the remaining pay periods of 2008, 2009, and 2010. Thereafter, the salary of the Employee shall be recommended to the County Board by the Executive Committee, with consideration given to Employee's performance.

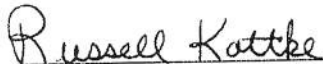
"VACATIONS. Vacation leave days may not be used by Employee until such vacation leave has been credited to Employee. Vacation leave earned during a calendar year shall be credited to the Employee on the first day of January of the calendar year following the year in which such vacation leave is earned, eg., vacation leave earned during calendar year 2009 shall be credited to Employee on January 1, 2010, and shall become available for use to Employee on that date. Effective upon Employee's first day of employment, Employee shall be credited with 15 days of vacation leave, which may be used during calendar year 2009. During calendar year 2009, Employee shall earn 15 days of vacation leave. On January 1, 2010, Employee shall be credited with 5 additional days of vacation leave, which shall be available for use to Employee during calendar year 2010, in addition to the 15 days of vacation leave earned during calendar year 2009 and credited to Employee on January 1, 2010. Beginning with calendar year 2010, the employee shall earn 20 days of vacation leave per calendar year until the Employee has served as County Administrator for the number of calendar years, (exclusive of the year 2008,) equal to the number of years as would entitle other full-time, non-union management employees to earn more than 20 days of vacation leave per year as determined by the County's personnel policy for such full-time, non-union management employees. Thereafter, Employee shall earn vacation leave at the rate prescribed in said policy. Beginning with calendar year

2009, any credited vacation leave which remains unused at the end of a calendar year shall be forfeited unless carryover is pre-approved by the Human Resources and Labor Negotiations Committee. Employee shall not use any vacation leave in calendar year 2008. The Parties understand and further agree that the 5 additional days of vacation leave which will be credited to Employee on January 1, 2010 are credited to Employee in lieu of an adjustment in Employee's salary in calendar year 2010."

All other provisions of the County Administrator Employment Agreement, dated August 26, 2008, shall remain in full force and effect, and are not amended in any respect by this Agreement.

EMPLOYER:

DODGE COUNTY

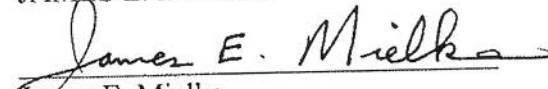


Russell Kottke, Chairman
Dodge County Board of Supervisors

Dated: November 12, 2009

EMPLOYEE:

JAMES E. MIELKE



James E. Mielke

Dated: November 11, 2009

ATTEST:



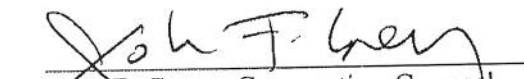
Kelly L. Lepple

ATTEST:




Kelly L. Lepple

APPROVED AS TO FORM:



John F. Corey, Corporation Counsel
November 11, 2009



Second Amendment To County Administrator Employment Agreement
Dated August 26, 2008

AGREEMENT made this 18th day of May, 2011, by and between Dodge County, a Wisconsin quasi-municipal corporation ("Employer" or "County"), and James E. Mielke ("Employee"). The Parties agree as follows:

This Agreement amends the County Administrator Employment Agreement ("Contract"), entered into by and between the Parties on August 26, 2008, and is an amendment to the Contract pursuant to Section 19 of said Contract, which provides that amendments to the Employment Agreement shall be as agreed from time to time and reduced to writing in the same fashion as the Employment Agreement.

The Parties further agree as follows:

The provision within Section 8 of the Employment Agreement entitled "Pension Plan" shall be amended to provide as follows:

"PENSION PLAN. Employer shall pay Employer's share of the pension benefit contribution to the Wisconsin Retirement System (WRS) as required by State law for Employee, and Employee shall pay that part of the employee required share of the pension benefit contribution that other full-time, non-union employees of Dodge County are required by either State law or Dodge County Personnel Policy to pay.";

All other provisions of the County Administrator Employment Agreement, dated August 26, 2008, as previously amended, shall remain in full force and effect, and are not amended in any respect by this Second Amendment.

EMPLOYER:

DODGE COUNTY

Russell Kottke
Russell Kottke, Chairman
Dodge County Board of Supervisors

Dated: May 18, 2011

ATTEST:

Kelly L. Lepple
Kelly L. Lepple

APPROVED AS TO FORM:

John F. Corey
John F. Corey, Corporation Counsel
May 18, 2011

EMPLOYEE:

JAMES E. MIELKE

James E. Mielke
James E. Mielke

Dated: May 18, 2011

ATTEST:

Kelly L. Lepple
Kelly L. Lepple

Third Amendment To County Administrator Employment Agreement Dated August 26, 2008

AGREEMENT made this 5th day of January, 2012, by and between Dodge County, a Wisconsin quasi-municipal corporation ("Employer" or "County"), and James E. Mielke ("Employee"). The Parties agree as follows:

This Agreement amends the County Administrator Employment Agreement ("Contract"), entered into by and between the Parties on August 26, 2008, and is an amendment to the Contract pursuant to Section 19 of said Contract, which provides that amendments to the Employment Agreement shall be as agreed from time to time and reduced to writing in the same fashion as the Employment Agreement.

The Parties further agree as follows:

That *Section 8 Salary and Benefits* of the *County Administrator Employment Agreement*, dated August 26, 2008, shall be amended by adding to it the following provisions:

"PERSONAL DAYS. A "Personal Day" is a paid day taken off from work at Employee's discretion for a reason other than illness or vacation. Effective January 1, 2012, Employee shall be credited with two days of personal day leave, which may be used during calendar year 2012. Beginning with calendar year 2012, and continuing thereafter, Employee shall earn two days of personal day leave per calendar year which shall be credited to the Employee on the first day of January of the calendar year following the year in which such personal day leave is earned, e.g., two days of personal day leave earned during the calendar year 2012 will be credited and available to Employee on January 1, 2013. Beginning with calendar year 2012, and continuing thereafter, any credited personal day leave which remains unused at the end of a calendar year shall be forfeited. Employee may use personal day leave in either full day increments or less than full day increments. The Parties understand and further agree that the two days of personal day leave that will be credited to Employee beginning on January 1, 2012, and continuing thereafter, are credited to Employee and continued thereafter in lieu of an adjustment in Employee's salary in calendar year 2012."

All other provisions of the County Administrator Employment Agreement, dated August 26, 2008, as previously amended, shall remain in full force and effect, and are not amended in any respect by this Third Amendment.

EMPLOYER:

DODGE COUNTY

Russell Kottke
Russell Kottke, Chairman
Dodge County Board of Supervisors

Dated: 12/22/2011

ATTEST:

Kelly L. Lepple
Kelly L. Lepple

APPROVED AS TO FORM:

John F. Corey
John F. Corey, Corporation Counsel

Dated: 12/22/2011

EMPLOYEE:

JAMES E. MIELKE

James E. Mielke
James E. Mielke

Dated: 1/5/2012

ATTEST:

Jody L. Zitlow
Jody L. Zitlow

Fourth Amendment To County Administrator Employment Agreement Dated August 26, 2008

AGREEMENT made this 21st day of December, 2012, by and between Dodge County, a Wisconsin quasi-municipal corporation ("Employer" or "County"), and James E. Mielke ("Employee"). The Parties agree as follows:

This Agreement amends the County Administrator Employment Agreement ("Contract"), entered into by and between the Parties on August 26, 2008, as previously amended, and is an amendment to the Contract pursuant to Section 19 of said Contract, which provides that amendments to the Employment Agreement shall be as agreed from time to time and reduced to writing in the same fashion as the Employment Agreement.

The Parties further agree as follows:

That *Section 8 Salary and Benefits* of the *County Administrator Employment Agreement*, dated August 26, 2008, as amended, (by the November 12, 2009 Amendment, and the May 18, 2011 Second Amendment, and the January 5, 2012 Third Amendment to the County Administrator Employment Agreement Dated August 26, 2008) (the "Contract,") shall be amended as follows:

1. The provision within Section 8 of the Contract entitled "SALARY" shall be amended to provide as follows:

"**SALARY.** Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$98,000 divided by 26 bi-weekly pay periods, beginning on Employee's first date of employment and continuing through the remaining pay periods of 2008, 2009, 2010, 2011, and 2012. Commencing with calendar year 2013, the Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$101,200 divided by the number of bi-weekly paydays occurring within the calendar year. Thereafter, the salary of the Employee shall be recommended to the County Board by the Executive Committee, with consideration given to Employee's performance."

2. The provision within Section 8 of the Contract entitled "PERSONAL DAYS" be amended by adding the following sentence: "Notwithstanding any other provision of either this Section 8 or this paragraph, no Personal Day leave shall be accrued, credited, or used after December 31, 2012."; and,

All other provisions of the County Administrator Employment Agreement, dated August 26, 2008, as previously amended, shall remain in full force and effect, and are not amended in any respect by this Fourth Amendment.

EMPLOYER:

DODGE COUNTY

Russell Kottke
Russell Kottke, Chairman
Dodge County Board of Supervisors

Dated: December 26, 2012

ATTEST:

Kelly L. Lepple
Kelly L. Lepple

EMPLOYEE:

JAMES E. MIELKE

James E. Mielke
James E. Mielke

Dated: December 19, 2012

ATTEST:

Kelly L. Lepple
Kelly L. Lepple

APPROVED AS TO FORM:

John F. Corey
John F. Corey, Corporation Counsel

Dated: December 19, 2012

Fifth Amendment To County Administrator Employment Agreement Dated August 26, 2008

AGREEMENT made this 18th day of December, 2013, by and between Dodge County, a Wisconsin quasi-municipal corporation ("Employer" or "County"), and James E. Mielke ("Employee"). The Parties agree as follows:

This Agreement amends the County Administrator Employment Agreement ("Contract"), entered into by and between the Parties on August 26, 2008, as previously amended, and is an amendment to the Contract pursuant to Section 19 of said Contract, which provides that amendments to the Employment Agreement shall be as agreed from time to time and reduced to writing in the same fashion as the Employment Agreement.

The Parties further agree as follows:

That *Section 8 Salary and Benefits* of the *County Administrator Employment Agreement*, dated August 26, 2008, as amended (by the November 12, 2009 Amendment, and the May 18, 2011 Second Amendment, the January 5, 2012 Third Amendment, and the December 26, 2012 Fourth Amendment to the County Administrator Employment Agreement Dated August 26, 2008) (the "Contract"), shall be amended as follows:

1. The provision within Section 8 of the Contract entitled "SALARY" shall be amended to provide as follows:

"**SALARY.** Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$98,000 divided by 26 bi-weekly pay periods, beginning on Employee's first date of employment and continuing through the remaining pay periods of 2008, 2009, 2010, 2011, and 2012. Commencing with calendar year 2014, the Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$103,730 divided by the number of bi-weekly paydays occurring within the calendar year. Thereafter, the salary of the Employee shall be recommended to the County Board by the Executive Committee, with consideration given to Employee's performance."

All other provisions of the County Administrator Employment Agreement, dated August 26, 2008, as previously amended, shall remain in full force and effect, and are not amended in any respect by this Fifth Amendment.

EMPLOYER:

DODGE COUNTY

Russell Kottke
Russell Kottke, Chairman
Dodge County Board of Supervisors

Dated: December 19, 2013

ATTEST:

Kelly L. Lepple
Kelly L. Lepple

APPROVED AS TO FORM:

John F. Corey
John F. Corey, Corporation Counsel

Dated: December 2, 2013

EMPLOYEE:

JAMES E. MIELKE

James E. Mielke
James E. Mielke

Dated: December 18, 2013

ATTEST:

Kelly L. Lepple
Kelly L. Lepple

Sixth Amendment To County Administrator Employment Agreement Dated August 26, 2008

AGREEMENT made this 13th day of November, 2014, by and between Dodge County, a Wisconsin quasi-municipal corporation ("Employer" or "County"), and James E. Mielke ("Employee"). The Parties agree as follows:

This Agreement amends the County Administrator Employment Agreement ("Contract"), entered into by and between the Parties on August 26, 2008, as previously amended, and is an amendment to the Contract pursuant to Section 19 of said Contract, which provides that amendments to the Employment Agreement shall be as agreed from time to time and reduced to writing in the same fashion as the Employment Agreement.

The Parties further agree as follows:

That *Section 8 Salary and Benefits* of the *County Administrator Employment Agreement, dated August 26, 2008*, as amended (by the November 12, 2009 Amendment, the May 18, 2011 Second Amendment, the January 5, 2012 Third Amendment, the December 26, 2012 Fourth Amendment, and the December 19, 2013 Fifth Amendment to the County Administrator Employment Agreement Dated August 26, 2008) (the "Contract"), shall be amended as follows:

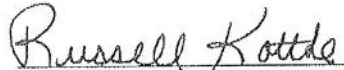
1. The provision within Section 8 of the Contract entitled "SALARY" shall be amended to provide as follows:

"**SALARY.** Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$98,000 divided by 26 bi-weekly pay periods, beginning on Employee's first date of employment and continuing through the remaining pay periods of 2008, 2009, 2010, 2011, and 2012. Commencing with calendar year 2015, the Employer shall pay Employee a bi-weekly salary equivalent to an annual amount of \$106,323 divided by the number of bi-weekly paydays occurring within the calendar year. Thereafter, the salary of the Employee shall be recommended to the County Board by the Executive Committee, with consideration given to Employee's performance."

All other provisions of the *County Administrator Employment Agreement, dated August 26, 2008*, as previously amended, shall remain in full force and effect, and are not amended in any respect by this Sixth Amendment.

EMPLOYER:

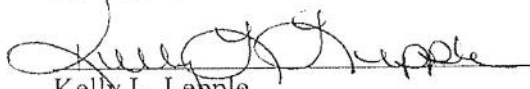
DODGE COUNTY



Russell Kottke, Chairman
Dodge County Board of Supervisors

Dated: November 13, 2014

ATTEST:



Kelly L. Lepple

APPROVED AS TO FORM:

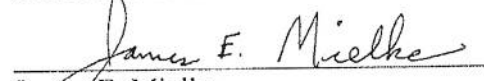


John F. Corey, Corporation Counsel

Dated: October 6, 2014

EMPLOYEE:

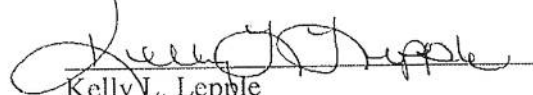
JAMES E. MIELKE



James E. Mielke

Dated: November 13, 2014

ATTEST:



Kelly L. Lepple

Bostelmann, Marge

From: Gibson, Karen <kgibson@co.dodge.wi.us>
Sent: Monday, February 08, 2016 9:31 AM
To: Bostelmann, Marge
Subject: FW: Exec Comm res re Seventh Amendment to County Administrator Agreement and Attachment 02-16
Attachments: Exec Comm res re Seventh Amendment to County Administrator Agreement re increase in pay 02-16.doc; Seventh Amendment To County Administrator Employment Agreement 02-16.doc

Attached is another resolution going before the Dodge County Board of Supervisors at the February 17th County Board meeting regarding the County Administrator's contract.

Karen J. Gibson
Dodge County Clerk
920-386-3605

From: Davison, Rachel
Sent: Friday, January 22, 2016 10:26 AM
To: Mielke, James <jmielke@co.dodge.wi.us>; Kottke, Russell <rkottke@co.dodge.wi.us>; Gibson, Karen <kgibson@co.dodge.wi.us>
Cc: Corey, John <JCorey@co.dodge.wi.us>; Lepple, Kelly <klepple@co.dodge.wi.us>
Subject: Exec Comm res re Seventh Amendment to County Administrator Agreement and Attachment 02-16

Dear Interested Parties:

I have attached to this e-mail message, for your review and comment, the latest version of the proposed resolution and attachment, to be sponsored by the Executive Committee, to execute the Seventh Amendment to County Administrator Employee Agreement, dated August 26, 2008.

Please review it and contact this office with any questions, concerns, or changes.

Thank you,

Rachel E. Davison
Legal Secretary I
Office of Dodge County Corporation Counsel
127 E. Oak Street
Juneau, WI 53039-1329
P:920-386-3591
F: 920-386-3596

This email and any files transmitted with it are private and may contain privileged information intended solely for the use of the individual(s) or entity(s) to whom they are addressed. If you have received this communication

RESOLUTION NO. _____

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN MEMBERS,

WHEREAS, at the request of the Dodge County Executive Committee, the Dodge County Human Resources and Labor Negotiations Committee has studied and analyzed a proposal to place the Dodge County Administrator position (Administrator position) on the Dodge County Compensation Plan, also known as the Dodge County labor grade structure (labor grade structure); and,

WHEREAS, on November 9, 2015, the Dodge County Director of Human Resources sent a Job Description Questionnaire for the Administrator position to Carlson Dettmann Consulting, LLC, 6733 Frank Lloyd Wright Avenue, Middleton, Wisconsin (Carlson Dettmann); and,

WHEREAS, in response to the Job Description Questionnaire, Carlson Dettmann submitted a report to the Director of Human Resources regarding the proposal to place the Administrator position on the labor grade structure; and,

WHEREAS, on December 15, 2015, at a meeting of the Human Resources and Labor Negotiations Committee, Patrick Glynn, Senior Consultant of Carlson Dettmann, conferred with the Committee about the proposal to place the Administrator position on the labor grade structure; and,

WHEREAS, as a result of these studies and analyses by the Human Resources and Labor Negotiations Committee of the proposal to place the Administrator position on the labor grade structure, the Committee took formal action:

1. On December 15, 2015, to adjust the labor grade structure by adding Labor Grade 17 and Labor Grade 18, and to place the Administrator position into Labor Grade 18 of the newly-adjusted labor grade structure;
2. On February 2, 2016, upon the recommendation of the Dodge County Executive Committee, to place the Administrator position in Step 1 of Labor Grade 18, of the labor grade structure, effective July 9, 2016; and,
3. On February 2, 2016, to provide that future step increases for the individual occupying the Administrator position shall be determined based on performance evaluations to be conducted by the Dodge County Executive Committee, all of which shall be conducted in accordance with Dodge County Policies relating to the implementation and administration of the newly-adjusted labor grade structure, except that any performance evaluation resulting in a rating, which as to other employees, would be subject to review and approval by the County Administrator, will instead be subject to review and approval by the Chairman of the Dodge County Board of Supervisors; and,

WHEREAS, there are funds in the 2016 Dodge County Administrator Budget available and sufficient to fund wages and fringe benefits for the Administrator position at Step 1 in Labor Grade 18 of the labor grade structure, during the period of time commencing on July 9, 2016, and ending on December 31, 2016, both inclusive; and,

WHEREAS, a copy of the Dodge County Compensation Plan has been marked for identification as Exhibit "A", and has been attached hereto; and,

WHEREAS, a copy of a document entitled *2016 Wages and Fringe Benefits for the Dodge County Administrator Position* has been marked for identification as Exhibit "B", and has been attached hereto; and,

WHEREAS, a copy of a document entitled *County Administrator Compensation/Benefit Comparison*, which was compiled and issued by Sheboygan County, Wisconsin, in 2015, has been marked for identification as Exhibit "C", and has been attached hereto;

SO, NOW, THEREFORE, BE IT RESOLVED, that the Dodge County Board of Supervisors hereby approves and ratifies the formal action which the Dodge County Human Resources and Labor Negotiations Committee took:

1. On December 15, 2015, to adjust the labor grade structure by adding Labor Grade 17 and Labor Grade 18, and to place the Administrator position into Labor Grade 18 of the newly-adjusted labor grade structure;
2. On February 2, 2016, upon the recommendation of the Dodge County Executive Committee, to place the Administrator position in Step 1 of Labor Grade 18, of the labor grade structure, effective July 9, 2016; and,
3. On February 2, 2016, to provide that future step increases for the individual occupying the Administrator position shall be determined based on performance evaluations to be conducted by the Dodge County Executive Committee, all of which shall be conducted in accordance with Dodge County Policies relating to the implementation and administration of the newly-adjusted labor grade structure, except that any performance evaluation resulting in a rating, which as to other employees, would be subject to review and approval by the County Administrator, will instead be subject to review and approval by the Chairman of the Dodge County Board of Supervisors.

All of which is respectfully submitted this 17th day of February, 2016.

Dodge County Executive Committee:

Russell Kottke

Harold Johnson

Donna Maly

Joseph M. Marsik

MaryAnn Miller

Jeff Berres

David Frohling

Dodge County Human Resources and Labor Negotiations Committee:

Joseph Marsik

Jeffry Duchac

David Frohling

Dennis Schmidt

Richard Greshay

DODGE COUNTY COMPENSATION PLAN
EFFECTIVE: JANUARY 1, 2016

Labor Grade	Control Point						Merit Pay (effective 01/01/16)														Max Step14B					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7A	Step 7B	Step 8A	Step 8B	Step 8A	Step 8B	Step 9A	Step 9B	Step 10A	Step 10B	Step 11A	Step 11B	Step 12A	Step 12B		Step 13A	Step 13B	Step 14A		
1	87.50%	\$10.89	\$11.20	\$11.51	\$11.82	\$12.13	\$12.44	\$12.75	\$12.91	\$13.06	\$13.22	\$13.37	\$13.53	\$13.68	\$13.84	\$14.00	\$14.15	\$14.31	\$14.46	\$14.62	\$14.77	\$14.93	\$15.09	\$15.25	\$15.41	\$15.57
2	\$12.81	\$13.18	\$13.54	\$13.91	\$14.27	\$14.64	\$15.01	\$15.37	\$15.74	\$16.10	\$16.47	\$16.83	\$17.20	\$17.57	\$17.94	\$18.31	\$18.68	\$19.05	\$19.42	\$19.79	\$20.16	\$20.53	\$20.90	\$21.27	\$21.64	\$22.01
3	\$14.74	\$15.16	\$15.58	\$16.00	\$16.42	\$16.84	\$17.26	\$17.68	\$18.10	\$18.52	\$18.94	\$19.36	\$19.78	\$20.20	\$20.62	\$21.04	\$21.46	\$21.88	\$22.30	\$22.72	\$23.14	\$23.56	\$23.98	\$24.40	\$24.82	\$25.24
4	\$16.66	\$17.14	\$17.61	\$18.09	\$18.56	\$19.04	\$19.52	\$20.00	\$20.47	\$20.94	\$21.42	\$21.89	\$22.37	\$22.84	\$23.32	\$23.79	\$24.27	\$24.74	\$25.22	\$25.69	\$26.17	\$26.64	\$27.12	\$27.59	\$28.07	\$28.54
5	\$18.59	\$19.12	\$19.65	\$20.18	\$20.71	\$21.24	\$21.77	\$22.30	\$22.83	\$23.36	\$23.89	\$24.42	\$24.95	\$25.48	\$26.01	\$26.54	\$27.07	\$27.60	\$28.13	\$28.66	\$29.19	\$29.72	\$30.25	\$30.78	\$31.31	\$31.84
6	\$20.51	\$21.10	\$21.68	\$22.27	\$22.85	\$23.44	\$24.02	\$24.61	\$25.20	\$25.78	\$26.37	\$26.95	\$27.54	\$28.12	\$28.71	\$29.29	\$29.88	\$30.46	\$31.05	\$31.63	\$32.22	\$32.80	\$33.39	\$33.97	\$34.56	\$35.14
7	\$22.44	\$23.08	\$23.72	\$24.36	\$25.00	\$25.64	\$26.28	\$26.92	\$27.56	\$28.20	\$28.84	\$29.48	\$30.12	\$30.76	\$31.40	\$32.04	\$32.68	\$33.32	\$33.96	\$34.60	\$35.24	\$35.88	\$36.52	\$37.16	\$37.80	\$38.44
8	\$24.36	\$25.06	\$25.75	\$26.45	\$27.14	\$27.84	\$28.54	\$29.23	\$29.93	\$30.62	\$31.32	\$32.01	\$32.71	\$33.40	\$34.10	\$34.79	\$35.49	\$36.18	\$36.88	\$37.57	\$38.27	\$38.96	\$39.66	\$40.35	\$41.05	\$41.74
9	\$26.29	\$27.04	\$27.79	\$28.54	\$29.29	\$30.04	\$30.79	\$31.54	\$32.29	\$33.04	\$33.79	\$34.54	\$35.29	\$36.04	\$36.79	\$37.54	\$38.29	\$39.04	\$39.79	\$40.54	\$41.29	\$42.04	\$42.79	\$43.54	\$44.29	\$45.04
10	\$28.21	\$29.02	\$29.82	\$30.63	\$31.43	\$32.24	\$33.05	\$33.86	\$34.66	\$35.47	\$36.28	\$37.08	\$37.89	\$38.69	\$39.50	\$40.30	\$41.11	\$41.91	\$42.72	\$43.52	\$44.33	\$45.13	\$45.94	\$46.74	\$47.55	\$48.35
11	\$30.14	\$31.00	\$31.86	\$32.72	\$33.58	\$34.44	\$35.30	\$36.16	\$37.02	\$37.88	\$38.74	\$39.60	\$40.46	\$41.32	\$42.18	\$43.04	\$43.90	\$44.76	\$45.62	\$46.48	\$47.34	\$48.20	\$49.06	\$49.92	\$50.78	\$51.64
12	\$32.06	\$32.98	\$33.89	\$34.81	\$35.72	\$36.64	\$37.56	\$38.47	\$39.39	\$40.30	\$41.21	\$42.12	\$43.03	\$43.94	\$44.85	\$45.76	\$46.67	\$47.58	\$48.49	\$49.40	\$50.31	\$51.22	\$52.13	\$53.04	\$53.95	\$54.86
13	\$33.99	\$34.96	\$35.93	\$36.90	\$37.87	\$38.84	\$39.81	\$40.78	\$41.74	\$42.71	\$43.68	\$44.65	\$45.62	\$46.59	\$47.56	\$48.53	\$49.50	\$50.47	\$51.44	\$52.41	\$53.38	\$54.35	\$55.32	\$56.29	\$57.26	\$58.23
14	\$36.87	\$37.93	\$38.98	\$40.03	\$41.09	\$42.14	\$43.19	\$44.25	\$45.30	\$46.35	\$47.41	\$48.46	\$49.51	\$50.56	\$51.61	\$52.66	\$53.71	\$54.77	\$55.82	\$56.87	\$57.92	\$58.97	\$60.02	\$61.07	\$62.12	\$63.17
15	\$40.72	\$41.89	\$43.05	\$44.21	\$45.38	\$46.54	\$47.70	\$48.87	\$50.03	\$51.19	\$52.35	\$53.51	\$54.67	\$55.83	\$56.99	\$58.15	\$59.31	\$60.47	\$61.63	\$62.79	\$63.95	\$65.11	\$66.27	\$67.43	\$68.59	\$69.75
16	\$44.57	\$45.85	\$47.12	\$48.39	\$49.67	\$50.94	\$52.21	\$53.48	\$54.75	\$56.02	\$57.29	\$58.56	\$59.83	\$61.10	\$62.37	\$63.64	\$64.91	\$66.18	\$67.45	\$68.72	\$70.00	\$71.27	\$72.54	\$73.81	\$75.08	\$76.35
17	\$48.42	\$49.81	\$51.19	\$52.57	\$53.96	\$55.34	\$56.72	\$58.11	\$59.49	\$60.88	\$62.27	\$63.65	\$65.04	\$66.42	\$67.81	\$69.19	\$70.58	\$71.96	\$73.35	\$74.73	\$76.12	\$77.50	\$78.89	\$80.27	\$81.66	\$83.04
18	\$52.27	\$53.77	\$55.26	\$56.75	\$58.25	\$59.74	\$61.23	\$62.73	\$64.22	\$65.71	\$67.21	\$68.70	\$70.19	\$71.68	\$73.17	\$74.66	\$76.15	\$77.64	\$79.13	\$80.62	\$82.11	\$83.60	\$85.09	\$86.58	\$88.07	\$89.56

2016 Wages and Fringe Benefits for the Dodge County Administrator Position

1. Wages and Fringe Benefits in the adopted 2016 Dodge County Budget

A. Wages	\$107,918
B. Fringe Benefits	<u>\$ 33,531</u>
C. Total of Wages plus Fringe Benefits	\$141,449

2. Actual 2016 Wages and Fringe Benefits with a Step 1, Labor Grade 18, Implementation on July 9, 2016

A. Wages	\$107,887
B. Fringe Benefits	<u>\$ 33,527</u>
C. Total of Wages plus Fringe Benefits	\$141,414

Douglas County

Bostelmann, Marge

From: Sandvick, Sue <Sue.Sandvick@douglascountywi.org>
Sent: Thursday, February 04, 2016 1:32 PM
To: Bostelmann, Marge
Cc: Finn, Douglas
Subject: RE: Green Lake County
Attachments: County Administrator 10-09.pdf; Douglas County Grade Order List 2016).pdf

Marge – I spoke with Doug sooner than I thought I would.

He and I both agree on the following responses:

The change was made from AC to Administrator based on the recommendation that the person in the AC position stated to the board on numerous occasions during his tenure that it was very difficult to manage without any authority. The board seemed to gravitate to that decision after a time with an AC in place. It also seemed to be a natural progression – see how Admin. Coord. works; then move to Administrator.

Doug has been Chair throughout this whole process and is happy with the change overall. He does admit that some county board members believe they have lost some authority (which is true) and sometimes it is hard to draw the lines between county board/administrator. He feels (and I agree) that there is now one responsible person and decision-making is more professional and government is managed more like a business. Politics is also removed from a lot of the decision-making.

I will note that the board does not always agree with decisions that the Administrator makes and this can cause them some dissatisfaction and frustration with board members. The statutes dictate in some areas and I think some board members would like more authority.

Attached is the job description and the salary range. There is no contract. The current Administrator is at Grade V, Step 6: \$51.31 hourly, \$106,724 annually.

Hope this helps you and if you have any more questions, feel free to ask.

Lucky you retiring! Maybe I will see you at a conference before you are done.

Sue

Susan T. Sandvick
Douglas County Clerk
1313 Belknap Street, Room 101
Superior, WI 54880

Telephone: 715-395-1568
Website: www.douglascountywi.org

From: Bostelmann, Marge [<mailto:mbostelmann@co.green-lake.wi.us>]
Sent: Thursday, February 04, 2016 11:27 AM
To: Sandvick, Sue; Finn, Douglas
Subject: Green Lake County

Dear Sue and Douglas

I was appointed Administrative Coordinator in 1997. Since I have announced my retirement at the end of my term, Green Lake County is considering changing from an administrative coordinator to a county administrator. The Administrative Committee has requested that I contact the Clerk and County Board Chair of Counties who have made the change and ask the following questions:

Why did you make the change from Admin Coordinator to County Administrator?

How is it working, what are the positives and what are the negatives?

Are you happy with the change?

Do you have a job description, if so, can you send it to me?

Do you have a contract, if so, can you send it to me?

What is the salary range and current salary?

Thank you,

Marge

Margaret R. Bostelmann
Green Lake County Clerk/
Administrative Coordinator
Green Lake County

920-294-4005

DOUGLAS COUNTY
Class Description

CLASS TITLE:	County Administrator	FLSA STATUS:	Exempt
DEPARTMENT:	Administration	DATE:	4-03
SUPERVISOR TITLE:	Douglas County Board	Revised	10-09
BAND / GRADE / SUBGRADE			

DISTINGUISHING CHARACTERISTICS:

This position is the chief administrative officer for Douglas County Government, created pursuant to Wisconsin State Statutes 59.18. The incumbent serving in this role will also be responsible for leadership and oversight of personnel functions. The County Administrator will provide leadership and direction to the County for strategic planning and goal setting, as well as exercising consideration initiative, independent judgment and authority to supervise department managers to accomplish goals, and meet and develop county standards and objectives. This incumbent works under the direction of, and is responsible to the Douglas County Board, principally through the County Board Chairperson and Administration Committee. Under the County Administrator form of government, county boards and boards or commissions are expected to concentrate on policy matters whereas administration of county government is the responsibility of the County Administrator.

ESSENTIAL DUTIES:

1. Coordinates and directs all administrative and management functions except those vested by law in boards or commissions or elected officers.
2. Takes care that every county ordinance, state or federal law is observed, enforced or administered if the ordinance or law is subject to enforcement by the county administrator or by a person supervised by the county administrator.
3. Appoints, subject to County Board confirmation, members of boards and commissions in all cases where the law provides.
4. Appoints, subject to County Board confirmation, and supervises all department managers, except elected department managers.
5. Executes the orders of the County Board and supervises compliance thereof. Directs and coordinates all administrative/management functions of county government assuring compliance of Federal, State and local laws, for all administrative policies and procedures not otherwise vested by law in boards or commissions, or in elected officials. Provides guidance to subordinate managers and supervisors in the implementation of policies and procedures to accomplish established departmental objectives.
6. Works with the County Board and County departments to identify, develop, and implement goals for strategic planning to accomplish established County objectives. Manages various programs and projects for the County.
7. Works with city officials, business and professional leaders, town & village representatives, and various groups on community development, consolidations, inter-governmental relationships, and other such projects. Proposes changes that will contribute to the efficiency, productive and overall improvement of County operations.

8. Develops and maintains a close working relationship with department managers to ensure that department goals and objectives are met. Meet with and provide assistance to department managers in the preparation of their respective budgets.
9. Prepares and submits an annual budget to the County Board and monitors department spending throughout the budget cycle identifying needs for adjustments based upon expenditure levels.
10. On at least an annual basis, submits a report to the County Board on the condition of the county with related recommendations.
11. Supervises personnel matters and labor relations by establishing negotiation, compensation and benefit strategies, reviewing and authorizing filling of vacant positions and supervising the human resource functions and staff.
12. Provides administrative leadership of intergovernmental programs related to mergers or partnerships with the City of Superior and other units of local government. Represents the County's interest in behalf of intergovernmental relationships with other governmental agencies and community based organizations.
13. Evaluates department managers' performance in accordance with the County Performance Evaluation Process, making recommendation for reclassification, merit increases, or performance improvement plans; has removal authority over any department manager that he/she has the power to appoint.
14. Assists the County Board Chairperson and County Clerk in the preparation of County Board agendas.
15. Supervises the Finance Department in the coordination, preparation, and submission of the annual County budget. Present the budget in concert with the Finance Director to the Administration Committee and County Board. Works on other related finance issues such as bonding, possession, purchasing properties, building projects, etc. Develops and monitors the Department budget by reviewing past expenditures, projecting future needs and determining goals and objectives. Makes recommendations for budget revision to the County Board.
16. Evaluates the staffing needs of all County departments, ensuring appropriate staffing levels are met. The County Administrator may appoint the necessary administrative support staff as the County Board authorizes to assist the duties of the department.
17. Attends County Board meetings. Serves as the resource person to the County Board and committees. Conducts research, prepares materials, and does presentations as required or requested to committees and/or general public. Serves as an ex-officio member of standing committees and attends meetings when necessary.
18. Meets with taxpayers and addresses concerns, complaints and suggestions of taxpayers. Hears, discusses and investigates citizen and other complaints.
19. Performs related duties as required.

MINIMUM QUALIFICATIONS:

A Bachelor's degree from an accredited college/university in public administration, business administration, finance or a related field of study with a minimum of three (3) years of relevant experience in governmental administration. An equivalent combination of education and experience may be accepted. Master's degree, local government experience and experience in advising and assisting governing boards highly preferred. Must establish residency in Douglas County within six (6) months of employment and maintain permanent Douglas County residency throughout employment. Possess and maintain valid driver's license.

KNOWLEDGE REQUIRED:

Knowledge of:

Comprehensive knowledge of:

- Principles and practices of local County government operations and administration;
- Organizational forms, operating methods and procedures of local government;
- Local, state and federal laws and regulations regarding all employment practices;
- Budget preparation and various funding resources and allocations;
- Research methods and techniques for improvement in organizational structure, operational efficiencies and government services delivery;
- Methods and techniques of supervision;

Working knowledge of:

- Human Resource management practices such as supervision, hiring, training, delegation, and discipline;
- Labor negotiation process, contract interpretation, grievance and arbitration handling;
- Compensation and performance review systems.

SKILLS REQUIRED:

Skills in

- Leadership and management ability to coordinate diverse groups and tasks;
- Ability to be a visionary and creative in a key management role;
- Planning, developing, and implementation of policies and procedures with internal and external groups;
- Overseeing a full-range human resources function;
- Excellent oral and written communication, including presentation skills, and persuasive communication and interpersonal skills as applied to interaction with County Board Members, other municipal officials, union negotiators, coworkers, staff, the general public, media, etc. sufficient to exchange or convey information and give and receive work direction;
- Computer programs – application for budgeting, accounting and office environment functions. Familiarity with JD Edwards, iSeries applications, Word, Excel and Windows based applications is desirable, but not required;
- Research and Report preparation;
- Establish and maintain effective working relationships with board members, staff, outside agency representatives and the public;
- Team building, facilitating and negotiating.

PHYSICAL ACTIVITIES / REQUIREMENTS:

Sedentary office environment.

OTHER COMPETENCIES:

Include: Organization and prioritizing; attending to detail, strong communication skills, problem solving and decision making, analysis, ability to build teams and provide leadership and direction, and ability to represent Douglas County in a professional manner.

**DOUGLAS COUNTY
2016 GRADE ORDER LIST**

GRADE	JOB TITLE	DEPARTMENT	Minimum						Control Point	Merit to
			87.5% Step 1	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Step 6	120.0% Maximum	
V	1300-1399 County Administrator	Administration	\$44.90	\$46.18	\$47.46	\$48.74	\$50.03	\$51.31	\$61.57	
U	1200-1299 Director of Health&Human Serv.	Health & Human Services	\$41.86	\$43.06	\$44.25	\$45.45	\$46.64	\$47.84	\$57.41	
T	1100-1199 Court Commissioner Director of Natural Resources Finance Director Highway Commissioner	Court Commissioner Forestry Finance Highway	\$38.82	\$39.93	\$41.04	\$42.15	\$43.26	\$44.37	\$53.24	
S	1000-1099 Corporation Counsel	Corporation Counsel	\$35.80	\$36.82	\$37.84	\$38.86	\$39.89	\$40.91	\$49.09	
R	950-998 Hwy Commissioner - Non-licensed	Highway	\$33.52	\$34.48	\$35.44	\$36.39	\$37.35	\$38.31	\$45.98	
Q	900-949 Assistant Corporation Counsel Chief Deputy Sheriff Deputy Director Health & Human Sr Health & Human Services Director Information Services Emerg Mgt General Services Dir Human Resource Manager Zoning Administrator	Corporation Counsel Sheriff Information Services Emergency Management Administration Zoning	\$32.01	\$32.92	\$33.84	\$34.75	\$35.67	\$36.58	\$43.89	
P	850-899		\$30.50	\$31.37	\$32.25	\$33.12	\$33.99	\$34.86	\$41.82	
O	800-849 Health Officer, Level III Jail Administrator Operations Manager	Health & Human Services Sheriff/Jail Division Highway	\$28.98	\$29.81	\$30.64	\$31.46	\$32.29	\$33.12	\$39.74	
N	750-799 Administrator of Child Support Asst. Finance Director Fleet and Facilities Manager Health Officer, Level II Highway Technician/Road Supv Human Services Supervisor	Child Support Finance Highway Health & Human Services Highway Health & Human Services	\$27.47	\$28.25	\$29.04	\$29.82	\$30.61	\$31.39	\$37.66	

Monroe County

Sheboygan Co. Admin. Bldg.
508 New York Ave., Rm. 129
Sheboygan, WI 53081
920-459-3003 - gen. off.
920-459-0304 - fax
jon.dolson@sheboygancounty.com

"It's the set of your sails and not the gales that determine the way that you go." unknown

NOTICE: This e-mail may contain confidential information and is intended only for the recipient(s) named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from the Sheboygan County Clerk's office may be subject to open record requests.

From: Bostelmann, Marge [<mailto:mbostelmann@co.green-lake.wi.us>]
Sent: Thursday, February 04, 2016 11:07 AM
To: Jon G. Dolson; Roger Te Stroete
Subject: Green Lake County - cahnge in administration

Hi Jon and Roger,

I was appointed Administrative Coordinator in 1997. Since I have announced my retirement at the end of my term, Green Lake County is considering changing from an administrative coordinator to a county administrator. The Administrative Committee has requested that I contact the Clerk and County Board Chair of Counties who have made the change and ask the following questions:

- 1)Why did you make the change from Admin Coordinator to County Administrator?
- 2)How is it working, what are the positives and what are the negatives?
- 3)Are you happy with the change?
- 4)Do you have a job description, if so, can you send it to me?
- 5)Do you have a contract, if so, can you send it to me?
- 6)What is the salary range and current salary?

Thank you,
Marge

Margaret R. Bostelmann
Green Lake County Clerk/
Administrative Coordinator
Green Lake County

920-294-4005

Title: County Administrator
Department: County Administrator
Title of Immediate Supervisor: Monroe County Board, may be delegated to a supervising committee by the County Board

Basic Functions and Responsibilities

Under general direction of the Monroe County Board, the Administrator serves as the county's chief administrative officer under State Statute 59.18, and is responsible for directing all managerial and administrative functions of the county, except those functions vested in boards, commissions, or other elected officers.

Essential Duties and Responsibilities

- Coordinates and directs all administrative and management functions of county government not otherwise vested by law in boards or commissions, or other elected officers (59.18(2)(a), Wis. Stats.);
- Subject to county board confirmation, appoints and supervises county department heads except those elected or where statutes provide that appointment shall be made by elected officers, the county board or its chairperson, or other boards or commissions (59.18(2)(b), Wis. Stats.);
- Oversees and directs the fiscal and financial management of the county, including formulation and preparation of the county budget;
- Administers and enforces county ordinances and state and federal law administered by Monroe County, and implements administrative policy to that effect;
- Provides coordination of all county functions within the framework of a single, efficient governmental unit and recommends reorganization, development of new functions, or abandonment of old functions to the county board to improve coordination of county operations. Responds to situations or complaints that indicate lack of coordination;
- Takes initiative to propose to the county board such actions that will contribute to the efficiency, productivity, and overall improvement of county operations;
- Exercises vision and creativity in approaches to county planning, coordination, and problem solving;
- Monitors, reviews, and keeps county board fully informed of any state and federal administrative, legislative and judicial developments which may affect or impact the county. Solicits the board's opinion, drafts responses, recommends amendments, and supports legislation. May represent the county at state legislative meetings or hearings, or engage in lobbying efforts on behalf of the county;
- Serves as chief administrative spokesperson for the county, in coordination with the Monroe County Board Chairperson, who serves as the chief elected spokesperson;
- Coordinates the transaction of all county administrative business with federal, state and local officials;
- Serves as an ex-officio member of standing committees of the county board and attends meetings when appropriate, necessary or requested;
- Coordinates, prepares and researches reports for the county board as necessary or requested by the board;
- Serves as resource person to the county board and committees and shall prepare material or data as requested for public hearings, investigative reports, etc.;

- Works with bargaining committee and may act as negotiator for all County bargaining sessions, prepares necessary data, represents County and writes briefs for all arbitration hearings;
- Attends county board meetings and contributes in a manner appropriate with the role of a county administrator;
- Executes the orders of the county board and supervises compliance thereof;
- Drafts resolutions for county board consideration, and instructs Corporation Counsel to draft necessary ordinances for the county board's consideration;
- Serves as a positive role model and creates an atmosphere that builds positive, professional and business-like relationships;
- Builds trust and image of Monroe County with other units of government.

Physical Demands

Works indoors in the controlled environment of an office setting; lifts, pushes, pulls up to 10 pounds, occasionally up to 80 pounds; moves about county with occasional exposure to adverse environmental and atmospheric conditions.

Supervision Exercised

Administrative and functional supervision of Monroe County departments and operations.

Qualifications

1. Bachelor's degree in business or public administration or closely related field required, Master's degree preferred.
2. Minimum of five years of management, supervisory and administrative experience in business, industry or government; financial management experience in a large organization required; experience in county or municipal government preferred. Equivalent combination of education and experience from which comparable knowledge and abilities can be acquired will be considered.
3. Competency and demonstrated experience in developing and monitoring large budgets.
4. Demonstrated effective oral, written and interpersonal communication skills.

Closing Statement

This description has been prepared to assist in evaluating responsibilities, duties and skills of the position. It is not intended as a complete list of specific responsibilities and duties, nor is it intended to limit duties to those listed. It is understood that the supervisor has the right to assign, direct, and modify duties and responsibilities listed and that duties not mentioned that are of similar kind or level of difficulty shall not be excluded.

Fair Labor Standards Category

Exempt - Executive

Administrator signature

Approved by _____
(County Board Chair)

Date: _____

1 d. Vacation leave: For purposes of determining vacation benefit, Employee shall be credited with
2 thirteen years of prior work experience. According to the vacation schedule described in the
3 Employee Personnel Policy Manual, Employee shall receive fifteen working days vacation during
4 each of the first year of employment.

5
6 e. Insurance benefit consisting of health, dental and life insurance coverage shall be provided
7 according to the Employee Personnel Policy Manual. The health insurance premium currently
8 includes an employee contribution. In the event that county health insurance coverage does not
9 begin at the commencement of employment, County agrees to pay the premium of Employee's
10 existing health insurance policy until county coverage begins.

11
12 f. The County shall contribute to the Wisconsin Retirement System in accordance with State
13 Statutes, and shall, in addition, pay one hundred percent (100%) of the employee's share.

14
15 g. Employee shall receive any other benefits as provided other non-represented employees and
16 specified in the Employee Personnel Policy Manual.

17
18 6. In recognition that Employee may be commuting during a portion of the first year of
19 employment, sometimes in uncertain weather conditions, and may encounter unanticipated events
20 during the transition, County agrees to provide up to three personal days leave during the first year
21 of employment in addition to vacation and holiday leave.

22
23 7. To be considered to have worked full time during a two-week pay period, Employee must
24 have a total of at least 80 hours of any combination of hours worked, sick leave, funeral leave,
25 holiday leave, and vacation leave.

26
27 8. It is expected that Employee shall work during the normal office hours of the County. In
28 recognition of the fact that Employee is required to attend meetings regularly which occur outside
29 of normal County office hours, the Employee may adjust her work schedule as long as all work is
30 completed in an appropriate and timely manner.

31
32 9. Employee is required to attend the regular monthly and any special County Board of
33 Supervisors meetings, Executive/Administrative Committee meetings, and Finance Committee
34 meetings.

35
36 10. Professional development is encouraged, and the County shall budget and pay for Employee to
37 attend professional and educational conferences and training programs related to her professional
38 responsibilities, state conferences of the Wisconsin Counties Association and the Wisconsin
39 City/County Management Association, and meetings of Wisconsin county administrators.

40
41 11. County agrees to budget up to \$500 to pay the annual dues of Employee to belong to
42 associations directly related to her work as County Administrator such as the National Association
43 of County Administrators, the International City/County Management Association, Governmental
44 Finance Officers Association, and the Wisconsin City/County Management Association.

45
46 12. County will reimburse Employee at the county rate for the business use of her personal
47 vehicle.

1 13. County shall pay the moving expenses of Employee of the lower of two bids from established
2 moving companies, not to exceed \$5,000.

3
4 14. County agrees to conduct an annual performance evaluation of Employee. County and
5 Employee mutually shall determine annual performance goals and the process by which
6 performance shall be evaluated. In the event that agreement is not reached, County shall determine
7 the goals and the process. The evaluation will be conducted by the County Board Chairman and the
8 Executive/Administrative Committee.

9
10 15. Employee is an at-will employee and is appointed to an indefinite term. Employee can be
11 terminated by a majority vote of the County Board, on recommendation of the
12 Executive/Administrative Committee.

13 a) If Employee is terminated by County for cause, defined as malfeasance, or willful misconduct in
14 office, during the term of this contract, Employee is terminated immediately upon written notice
15 and with due process and is not entitled to severance compensation.

16
17 b) If Employee is terminated by County without cause, Employee shall receive written notice of
18 termination. Employee shall receive six months salary and health insurance coverage as severance
19 compensation or six months notice of termination with no severance compensation or any
20 combination of severance compensation and termination notice providing six months of financial
21 protection, with the termination option being at the discretion of the County.

22
23 16. Employee shall give County 30 calendar day's written notice of her intention to resign.

24
25 17. If the County Board abolishes or fails to fund the County Administrator position or
26 substantially alters the enumerated duties in the position description, the Employee may deem
27 herself terminated and receive the severance terms described in Section 15b of this agreement.

28
29 18. County shall not reduce the salary and/or benefits of Employee unless the salary and/or
30 benefits of all non-represented employees are reduced in the same manner and by the same
31 percentage. If Employee's salary and/or benefits are reduced in a different manner and/or by a
32 greater percentage than those of other non-represented employees, Employee has the option of
33 deeming her employment terminated and receiving the severance terms described in section 15b of
34 this agreement.

35
36 19. Employee agrees to establish residence within Monroe County within one year of the
37 commencement of employment. County has the authority to extend this deadline or to eliminate
38 the requirement.

39
40 20. County shall defend, save harmless, and indemnify Employee against any tort, professional
41 liability, claim, demand or other legal action, whether groundless or otherwise arising out
42 of an alleged act or omission occurring in the performance of Employee's duties as County
43 Administrator. Such duties include all obligations and commitments as articulated in this
44 Employment Contract. County will compromise and settle any such claim or suit and pay the
45 amount of any settlement or judgment rendered thereon; provided, however, that nothing herein
46 shall obligate County to pay the costs of defending or the amount of claim arising out of any
47 criminal action brought by any State or Federal authority.

1 21. Employee acknowledges and agrees that the terms and conditions of the Monroe County
2 Personnel Policy, as amended from time to time, are part of this Employment Agreement, and
3 enforceable as part of this Employment Agreement without further elaboration or attachment,
4 although if there is a conflict between this Employment Agreement and the Employee Personnel
5 Policy, both parties acknowledge and agree that the provisions of this Employment Agreement
6 shall control.

7
8 22. Both parties agree any amendments to the Employment Agreement shall be as agreed from
9 time to time and reduced to writing in the same fashion as this Employment Agreement.

10
11 23. This Employment Agreement contains all the terms and conditions agreed on by the parties;
12 hereto; that the terms and conditions of this Employment Agreement, including adjustments
13 of salary, are reviewable annually on the anniversary of employment, and that no other agreements,
14 oral or otherwise, regarding the subject matter of this Employment Agreement shall be
15 deemed to exist as to any of the parties.

16
17 24. Employee shall commence employment no later than August 31, 2009.

18
19 25. This agreement shall be in effect on the date of acceptance by both County and Employee,
20 although it shall be contingent upon a satisfactory criminal investigation review.

21
22 IN WITNESS WHEREOF MONROE COUNTY has caused its name to be signed to this
23 Agreement by DENNIS HUBBARD, COUNTY BOARD CHAIRMAN.

24
25 MONROE COUNTY:

26
27 Dennis Hubbard
28 Dennis Hubbard, County Board Chairman

29
30 7/30/09
31 Date

32
33 THIS AGREEMENT IS ACCEPTED BY CATHERINE J. SCHMIT, EMPLOYEE.

34
35 Catherine J. Schmit
36 Catherine J. Schmit, Employee

37
38 7-23-2009
39 Date

Price County

Bostelmann, Marge

From: Bob Kopisch <chairperson@co.price.wi.us>
Sent: Monday, February 08, 2016 3:31 PM
To: Bostelmann, Marge
Subject: RE: Green Lake County

Marge,

Below are my answers to your questions. If you need any further assistance, please contact me.

Bob Kopisch
Price County Board Chair

From: Bostelmann, Marge <mbostelmann@co.green-lake.wi.us>
Sent: Thursday, February 4, 2016 11:15 AM
To: Jean Gottwald; Bob Kopisch
Subject: Green Lake County

Dear Jean and Robert,

I was appointed Administrative Coordinator in 1997. Since I have announced my retirement at the end of my term, Green Lake County is considering changing from an administrative coordinator to a county administrator. The Administrative Committee has requested that I contact the Clerk and County Board Chair of Counties who have made the change and ask the following questions:

Why did you make the change from Admin Coordinator to County Administrator?

We didn't have an AC. Our Board Chair served as part-time AC.

How is it working, what are the positives and what are the negatives?

The CA came on board last April. We just had his 9-month review. I think it is working great. We still have some transitional issues with the board changing from administrative to governance/policy. However, for the most part it is working well. We did restructure all of the responsibilities of our standing committees. This process helped the Board realize the significance of having a CA. The biggest negative is the work load on the new CA. Issues are popping up all over, mostly personnel issues. He asked me "who did all this before the CA?". Well, it was the part-time AC, and for personnel issues with the cooperation of the Personnel Director, and only to the extent of the board chair's ability. The positive by far is having someone on site every day to deal with county business. The other tremendous benefit is not having to go through all of the open meeting law restrictions in order to do business by committee. The other benefit to a CA versus an AC, is that the authority of the CA is defined by statute. This prevents the board from tinkering with the authority of the CA based on politics or personal preferences.

Are you happy with the change?

Absolutely.

Do you have a job description, if so, can you send it to me?

We will get one to you.

Do you have a contract, if so, can you send it to me?

No we don't. But your legal counsel should be able to provide one to you.

What is the salary range and current salary?

I think it is roughly \$78,000 - \$88,000. However, we are using Carlson-Dettman for a wage survey and expect this to go up by at least 10%. You can contact our CA, Nick Trimner, to discuss this wage survey. His email is nick.trimner@co.price.wi.us.

Price County Position Description

Position Title:
County Administrator

Working Title:
County Administrator

Status: Non-Represented, Exempt

Department: Administration

Direct Supervisor: Executive Committee

Committee: Executive Committee

Headquarters: Phillips, WI

Salary: Grade 20 on Salary Wage Matrix

Date: July 16th, 2014

Approved by: Personnel Committee

I. Job Summary

This position is the chief administrative officer for Price County Government, created pursuant to Wisconsin State Statutes 59.18. The County Administrator will provide leadership and direction to the County for strategic planning and goal setting, as well as exercising considerable initiative, independent judgment and authority to supervise department managers to accomplish goals, and meet and develop county standards and objectives. The incumbent works under the direction of, and is responsible to the Price County Board, principally through the County Board Chairperson and Executive Committee.

II. Essential Duties and Responsibilities

- Coordinates and directs all administrative and management functions except those vested by law in boards or commissions or elected officers.
- Assures that every county ordinance and state or federal law is observed, enforced or administered providing the ordinance or law is subject to enforcement by the county administrator or by a person supervised by the county administrator.
- Appoints, subject to County Board confirmation, members of boards and commissions in all cases where the law provides.
- Appoints, after careful recruitment following Price County Personnel Policies and subject to County Board confirmation when necessary, and supervises all department managers, except elected department managers.
- Executes the orders of the County Board and supervises compliance thereof. Directs and coordinates all administrative/management functions of county government assuring compliance of Federal, State and local laws, for all administrative policies and procedures not otherwise vested by law in boards or commissions, or in elected officials. Provides guidance to subordinate managers and supervisors in the implementation of policies and procedures to accomplish established departmental objectives.

- Works with the County Board and County departments to identify, develop, and implement goals for strategic planning to accomplish established County objectives. Manages various programs and projects for the County.
- Works with city officials, business and professional leaders, town & village representatives, and various groups on community development, consolidations, inter-governmental relationships, and other such projects. Proposes changes that will contribute to the efficiency, productive and overall improvement of County operations.
- Develops and maintains a close working relationship with department managers to ensure that department goals and objectives are met. Meet with and provide assistance to department managers in the preparation of their respective budgets.
- Prepares and submits an annual budget to the County Board and monitors department spending throughout the budget cycle identifying needs for adjustments based upon expenditure levels.
- On at least an annual basis, submits a report to the County Board on the condition of the county with related recommendations.
- Supervises personnel matters and labor relations by establishing negotiation, compensation and benefit strategies, reviewing and authorizing filling of vacant positions and supervising the Personnel functions and staff.
- Evaluates department managers' performance in accordance with the County Performance Evaluation Process, making recommendation for reclassification or performance improvement plans; has removal authority, following Price County Personnel policies, over any department manager that he/she has the power to appoint.
- Assists the County Board Chairperson and County Clerk in the preparation of County Board agendas.
- Supervises the Finance functions and staff in the coordination, preparation, and submission of the annual County budget. Presents the budget to the Executive Committee and County Board. Works on other related finance issues such as bonding, possession, purchasing properties, building projects, etc. Develops and monitors the Administration Department budget by reviewing past expenditures, projecting future needs and determining goals and objectives. Makes recommendations for budget revision to the County Board.
- Evaluates the staffing needs of all County departments, ensuring appropriate staffing levels are met. The County Administrator may appoint the necessary administrative support staff as the County Board authorizes to assist the duties of the department.
- Attends County Board meetings. Serves as the resource person to the County Board and committees. Conducts research, prepares materials, and does presentations as required or requested to committees and/or general public. Serves as an ex-officio member of standing committees and attends meetings when necessary.
- Meets with taxpayers and addresses concerns, complaints and suggestions of taxpayers. Hears, discusses and investigates citizen and other complaints.
- Performs related duties as required.

III. Knowledge, Skills, and Abilities

Comprehensive knowledge of:

- Principles and practices of local County government operations and administration;
- Organizational forms, operating methods and procedures of local government;
- Local, state and federal laws and regulations regarding all employment practices;
- Budget preparation and various funding resources and allocations;
- Research methods and techniques for improvement in organizational structure, operational efficiencies and government services delivery;
- Methods and techniques of supervision;

Working knowledge of:

- Personnel management practices such as supervision, hiring, training, delegation, and discipline;
- Labor negotiation process, contract interpretation, grievance and arbitration handling;
- Compensation and performance review systems.

Skills in:

- Leadership and management ability to coordinate diverse groups and tasks;
- Ability to be a visionary and creative in a key management role;
- Planning, developing, and implementation of policies and procedures with internal and external groups;
- Overseeing a full-range human resources function;
- Excellent oral and written communication, including presentation skills, and persuasive communication and interpersonal skills as applied to interaction with County Board Members, other municipal officials, union negotiators, coworkers, staff, the general public, media, etc. sufficient to exchange or convey information and give and receive work direction;
- Computer software programs including, but not limited to, experience with accounting software systems and Microsoft Office programs.
- Research and Report preparation;
- Establish and maintain effective working relationships with board members, staff, outside agency representatives and the public;
- Team building, facilitating and negotiating.

IV. Minimum Requirements

- A Bachelor's degree from an accredited college/university in public administration, business administration, finance or a related field of study with a minimum of three (3) years of relevant experience in governmental administration. An equivalent combination of education and experience may be accepted. Master's degree, local government experience and experience in advising and assisting governing boards highly preferred.
- Thorough knowledge of organization and functions of state and local governments.
- Must have ability to perform high-level data analysis, assess needs, perform fiscal planning, target available resources, and implement effective budget and financial management programs.
- Requires knowledge of computer software including, but not limited to, experience with accounting software systems and Microsoft Office programs.
- Prefer at least three to Five (3 -5) years' experience of progressively responsible administrative and supervisory duties in previous employment.
- Must have Ability to establish and maintain effective working relationships with public officials, other staff and the public through effective oral and written communication.
- Valid driver's license.

Sheboygan County

Bostelmann, Marge

From: Kay B. Lorenz <kay.lorenz@SheboyganCounty.com>
Sent: Tuesday, February 09, 2016 4:30 PM
To: Bostelmann, Marge
Subject: FW: Green Lake County - change in administration
Attachments: County Administrator Compensation Comparison 2015.xlsx; County Administrator.doc; Ordinance #06 (2006-07) Creating County Administrator.pdf

Hi Marge,

The Sheboygan County Administrator does not have an employment contract. The 2016 salary range is \$93,051 - \$148,882. I have attached the position description.

I've also attached for you a compensation comparison survey I was asked to complete last fall and the Sheboygan County Ordinance creating the position of County Administrator. I sent the Excel file instead of PDF in case you might want to sort it.

In Sheboygan County, the Administrative Coordinator position was created in 1997 and elevated to County Administrator in 2006.

I understand that our County Board Chairman, Roger Te Stroete, will speak to the first 3 questions.

Let me know if I can help further.

Congratulations on your upcoming retirement!

Kay B. Lorenz - Assistant to the County Administrator
SHEBOYGAN COUNTY
Office of the County Board Chairman & County Administrator
Sheboygan County Administration Building
508 New York Avenue, Room 311
Sheboygan, WI 53081
920-459-3103 (Phone)
920-459-3144 (Fax)
Kay.Lorenz@SheboyganCounty.com
www.SheboyganCounty.com

From: Jon G. Dolson
Sent: Tuesday, February 09, 2016 3:31 PM
To: Kay B. Lorenz
Subject: FW: Green Lake County - change in administration

Hi Kay,

Would you please help me respond to items 4-6 below, for Marge? You could forward a doc. or let me know where to look for the requested info. If Roger has already contacted you regarding all 6 items please let me know.

Thank you!

Jon G. Dolson
Sheboygan County Clerk

SHEBOYGAN COUNTY

POSITION DESCRIPTION

Title:	County Administrator	Status:	Full Time
Department:	County Administrator	Unit:	Non-represented
Location:	Administration Building	Grade:	20
Reports to:	Executive Committee	Effective:	July 2014

I PURPOSE AND SUMMARY

As the Chief Administrative Officer of Sheboygan County, coordinates and directs the administrative and management functions of all County Departments.

II ESSENTIAL DUTIES

Coordinate and direct all administrative and management functions of County government not otherwise vested in law in Boards, Commissions, or elected officials.

Conduct regular staff meetings with Department Heads.

Recommend Ordinances and Resolutions to the County Board.

Prepare reports and make recommendations to the County Board and Committees on matters included within the authority of the office.

Recommend the determination of county-wide priorities for programs and activities, including economic development.

Keep informed on federal and state grants and mandates affecting County operations.

Keep informed on pending federal and state legislation affecting County operations.

Review agendas and minutes of County governmental bodies to keep informed of activities and to ensure that other parties, as appropriate, are kept informed and involved in the decision process.

After conferring with the appropriate Standing Committee, County Board Chairperson, and the Executive Committee, recommends for appointment citizen members to Boards, Commissions, and non-standing Committees, subject to confirmation of the County Board.

Ensure that all Resolutions, Ordinances, and regulations of the County Board are faithfully executed.

Make recommendations to the County Board through the liaison committees for changes in organization or program responsibilities of County Departments.

In conjunction with the Executive and Finance Committees, supervise preparation of proposed annual County budget; submit proposed annual budget to the County Board.

Identify needs for new or changed financial policies and coordinate with the Finance Director to develop said policies for recommendation to the appropriate liaison committee.

In conjunction with the County Board Chairperson, appoint such assistants in the County Administrator's office as may be authorized by the County Board.

Supervise and annually evaluate all non-elected Department Heads, including interviewing, hiring, discipline and termination. Any appointment of a Department Head by the County Administrator is subject to the confirmation of the respective liaison committee.

Investigate charges against Department Heads and ensure that the liaison committee is informed regarding any personnel or disciplinary action involving a Department Head.

Identify needs for new or changed personnel policies and coordinate with the Human Resources Director to develop said policies for recommendation to the appropriate liaison committee.

Be available to participate in labor contract negotiations.

Attend all County Board meetings unless excused.

Attend Committee meetings when requested.

Represent the County at public functions, at inter-governmental meetings, in business transactions, negotiations, and administrative proceedings.

Develop, review and approve press releases, publications, speeches, or other declarations by persons representing the County's public policy position on any

given matter and keep the County Board Chairperson and Executive Committee informed on said matters.

III QUALIFICATIONS

Masters degree in Business, Public Administration, or related field and a minimum of five (5) years of upper management experience in public administration or an equivalent combination of experience and training which provides the following required knowledge, abilities, and skills:

Thorough knowledge of principles and practices of public administration.

Thorough knowledge of County organization, policies, procedures, rules, regulations, and laws governing County government.

Knowledge of and significant experience in long-range planning of programs and services, management team development, fiscal management, and budget planning.

Experience in effective leadership.

Ability to express ideas effectively in oral and written form and to make formal presentations to the County Board, Committees, management, employees, and outside groups.

Ability to make responsible decisions in accordance with established policies and procedures.

Ability to analyze and interpret statistical data and complete complex cost analysis.

Ability to comprehend and interpret rules, regulations, policies, and procedures.

Ability to plan, organize, manage, select, and evaluate the work of Department Heads, management teams, or other assigned staff.

Ability to establish and maintain effective working relationships with County officials, Department Heads, management staff, union officials, employees, media, and the public and to deal with all persons courteously and tactfully.

Experience which demonstrates high integrity and regard for ethics.

IV WORKING RELATIONSHIPS

The County Administrator directly supervises the following:

1. Building Services Director
2. Child Support Enforcement Director
3. Corporation Counsel
4. Finance/IT Director
5. Transportation Director
6. Health & Human Services Director
7. Rocky Knoll Administrator
8. Human Resources Director
9. Planning & Conservation Director
10. UW Extension Department Chair
11. Veterans Service Officer
12. Assistant to the County Administrator

The County Administrator's indirect subordinates include elected Department Heads and all County personnel.

V WORK ENVIRONMENT AND PHYSICAL REQUIREMENTS

The County Administrator must become a resident of Sheboygan County within six (6) months of the date of hire and must remain a County resident.

Approved:

County Board Chairman

SHEBOYGAN COUNTY ORDINANCE NO. 06 (2006/07)

Re: **Converting County Administrative Coordinator Position to County Administrator Position and Appointing the Current Administrative Coordinator to County Administrator Position**

WHEREAS, the increasing complexity of County government issues requires the County Board to continually improve methods of providing courteous, responsive, efficient, and effective services to the citizens of Sheboygan County, and

WHEREAS, Wis. Stat. § 59.18 allows counties the size of Sheboygan County to create the position of County Administrator and exercise the powers as provided therein, and

WHEREAS, increasingly, counties closer to Sheboygan County's size are finding that a County Administrator system is a more efficient and effective way of delivering services to their citizens because it allows the elected Supervisors to focus on policy and allows managerial and administrative decisions to be handled by the County Administrator, and

WHEREAS, the current County Administrative Coordinator should be appointed County Administrator and assigned the County Administrator duties as set forth hereafter in the Code revision and in the County Administrator Position Description, copies of which are on file in the Offices of County Clerk and Human Resources Department;

NOW, THEREFORE, the County Board of Supervisors of the County of Sheboygan does ordain as follows:

Section 1. **Creating Chapter Regarding County Administrator**. Chapter 43 of the Sheboygan County Code of Ordinances is hereby created to read as follows:

CHAPTER 43
COUNTY ADMINISTRATOR

- 43.01 **AUTHORITY**. This Chapter is enacted pursuant to authority given to Sheboygan County under Wis. Stat. § 59.18.
- 43.02 **OFFICE OF COUNTY ADMINISTRATOR**. There is created an Office of County Administrator for Sheboygan County with all duties and powers as set forth under Wis. Stat. § 59.18. This office shall replace the Office of Administrative Coordinator created through the enactment of Ordinance No. 15 (1997/98) and the incumbent Administrative Coordinator shall be appointed to serve as County Administrator.
- 43.03 **APPOINTMENT**. County Administrator vacancies shall be appointed by majority vote of the County Board.
- 43.04 **CONTINUING DUTIES, STRUCTURE, AND CLASSIFICATION**. All references in the Code to "Administrative Coordinator" hereafter shall mean the "County Administrator" position.
- 43.05 **APPOINTMENTS AND RESPONSIBILITIES**. The County Board's right to elect and appoint its own officers and assign Committee membership as provided in Chapter 2 of the Code is reaffirmed. All other references in the Code to appointments made by the County

Board Chairperson, Executive Committee, or County Board shall mean that the appointments shall be made by the County Administrator after conferring with the County Board Chairperson and any appropriate standing Committee unless, pursuant to Wisconsin Statutes, the appointment power remains with the County Board Chairperson or County Board notwithstanding the creation of the Office of County Administrator.

- 43.06 CONFIRMATION OF APPOINTMENTS. Any appointments made by the County Administrator under Section 43.05 above, except Department Heads, shall be confirmed by the County Board. Any appointment of a Department Head made by the County Administrator shall be confirmed by the Liaison Committee to whom the Department Head is assigned.
- 43.07 BUDGETARY RESPONSIBILITIES. The County Administrator shall submit an annual budget to the County Board in conjunction with the Finance Committee, Executive Committee, and the Finance Director under the provisions of Chapter 5 of this Code.
- 47.08 SUPERVISORY RESPONSIBILITIES. Notwithstanding any Code provisions to the contrary, the County Administrator shall supervise the heads of all Departments except those elected by the people.
- 43.09 REMOVAL. The County Administrator may be removed by the County Board as provided in Wis. Stat. §§ 59.18 and 17.10(2).

Section 2. **Effective Date.** The herein Ordinance shall take effect upon enactment.

Respectfully submitted this 18th day of July, 2006.

EXECUTIVE COMMITTEE

William C. Goehring
William C. Goehring, Chairperson

Donald A. Schramm
Donald A. Schramm, Secretary

Jerald A. Holub
Jerald A. Holub, Vice-Chairperson

Charles W. Conrardy
Charles W. Conrardy

Michael J. Vandersteen
Michael J. Vandersteen

ENACTED 08.15.2006

UNOFFICIAL TEXT: Information in this document may have been changed by subsequent actions. Only printed volumes are official text.

Washington County

Bostelmann, Marge

From: Brenda Jaszewski <Brenda.Jaszewski@co.washington.wi.us>
Sent: Friday, February 05, 2016 8:31 AM
To: Bostelmann, Marge
Subject: RE: Green Lake County
Attachments: 2013ord8.pdf

Hi Marge.

I didn't know you were retiring, we sure will miss you and all of your knowledge and expertise. You have been such an inspiration to me and although I'm going to miss you, I do wish you well!

I am attaching the ordinance creating our Administrator position, which we called, "County Manager" at the time. Please let me know if you do not receive the contract from our Human Resources department and I'll send it to you.

As far as the first three questions, I'll try to answer the first, but the second and third are so subjective, I don't think it's right for me to comment. We can talk more about these in Madison if you're going to be there. But, one of the main reasons for changing our form of government was exactly what your County is going through, our long-time Admin. Coordinator decided to retire, making it a perfect opportunity for the Board to consider the change. This wasn't the first time the County looked at changing the form of government from Admin. Coordinator to Administrator, but it was defeated in a prior attempt.

Take care and hopefully I will see you in a few weeks!
Brenda

Brenda Jaszewski
Washington County Clerk
432 E. Washington Street
West Bend, WI 53095
(262) 335-4301

From: Bostelmann, Marge [<mailto:mbostelmann@co.green-lake.wi.us>]
Sent: Thursday, February 04, 2016 11:11 AM
To: Brenda Jaszewski; Herb Tennies
Subject: Green Lake County

Dear Brenda and Herb,
I was appointed Administrative Coordinator in 1997. Since I have announced my retirement at the end of my term, Green Lake County is considering changing from an administrative coordinator to a county administrator. The Administrative Committee has requested that I contact the Clerk and County Board Chair of Counties who have made the change and ask the following questions:

Why did you make the change from Admin Coordinator to County Administrator?
How is it working, what are the positives and what are the negatives?
Are you happy with the change?
Do you have a job description, if so, can you send it to me?
Do you have a contract, if so, can you send it to me?

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WASHINGTON COUNTY, WISCONSIN

Date of enactment: 7/18/13
Date of publication: 7/18/13

VOTE

2013 ORDINANCE 8

AN ORDINANCE to amend Section 4.01 relating to: Administrative Coordinator.

The people of the County of Washington, represented in the Board of Supervisors, do ordain as follows:

SECTION 1. Section 4.01(1), (2) and (3) of the code are amended to read:

4.01 ADMINISTRATIVE COORDINATOR. (1)(AM 13-8) **Creation.** Pursuant to §59.19, Wis. Stats., there is created the position of Administrative Coordinator, to be known as County Manager, and shall be referred to as such hereafter.

(2)(AM 13-8) **Appointment, Salary.** The County Manager shall be appointed by a 2/3 vote to be filled by appointment of members of the County Board upon recommendation of the Administrative Executive Committee from qualified applicants. The salary and benefits of the Administrative Coordinator County Manager shall be determined in a manner established by law.

(2) (3)(AM 13-8) **Powers and Duties.** The Administrative Coordinator County Manager shall exercise the following powers and duties, subject to the general supervision of the County Board of Supervisors.

* * *

(d) Budget Development. The Administrative Coordinator County Manager shall:

* * *

4. Schedule and arrange meetings on the budget with department heads and present the draft budget to the Finance Committee. Department heads shall appear at the Finance Committee at the request of the Administrative Coordinator County Manager to provide additional explanation and support for the proposed budget.

* * *

10. Nothing in this paragraph shall be construed to prevent a department head or Liaison Committee representative from appearing at the Finance Committee to explain or defend the draft budget or to contest the Administrative Coordinator's County Manager's recommendation.

1 (e) The ~~Administrative Coordinator~~ County Manager shall oversee the
2 management of investments and the investment of the surplus funds of the County, subject to the
3 general supervision of the Finance Committee and in accordance with the County's financial
4 policies.

5
6 (f) The ~~Administrative Coordinator~~ County Manager shall manage and
7 periodically evaluate the County's Capital Improvement Budget and the current year's operating
8 budget and make quarterly reports to the County Board on the general and financial condition of
9 the County and its departments, particularly advising the Board of financial trends facing the
10 County and necessary policy or budgetary changes to reflect those trends, including long-term
11 financial needs of the County. More frequent reports shall be presented when circumstances
12 require or at the request of the Board or the Executive Committee. Significant initiatives, work
13 plans and policy changes shall be reported to the Executive Committee monthly, at least.

14
15 (g) The ~~Administrative Coordinator~~ County Manager shall maintain and
16 supervise a centralized system of purchasing, emphasizing volume discount purchasing to
17 maximize County purchasing power and to procure supplies at the most advantageous cost. The
18 Administrative Coordinator shall supervise the Purchasing Ordinance.

19
20 (h) Property Management. Subject to the general supervisory authority of the
21 Finance Committee, the ~~Administrative Coordinator~~ County Manager shall do all of the
22 following:

23
24 (i) Insurance Administration. The ~~Administrative Coordinator~~ County
25 Manager shall be primarily responsible for assuring that insurance coverage is solicited and
26 maintained by the County in such amounts as are available and affordable and are adequate to
27 protect the County from financial loss. Therefore, the ~~Administrative Coordinator~~ County
28 Manager shall:

29
30 * * *

31
32 2. Under the supervision of the Administrative Committee, procure
33 through bidding or other means as deemed proper by the committee, insurance coverage for the
34 property, casualty, employee health, life and other insurance risks. The ~~Administrative~~
35 ~~Coordinator~~ County Manager shall continuously evaluate the County's coverage and recommend
36 County policies which will protect the County from unreasonable risk of loss.

37
38 (j) Appointment of Department Heads, Staff and Assistants. The
39 ~~Administrative Coordinator~~ County Manager shall appoint all department heads where no
40 specific provision is provided in the statutes or in this chapter and shall further appoint such
41 assistants, staff and technical staff of his or her office as authorized by the County Board.
42 Department head appointment shall be made in consultation with the appropriate Liaison
43 Committee. Where the statute governs appointment of a department head, the County Manager
44 shall recruit and screen candidates, and shall recommend candidates to the County Board, County
45 Board Chairperson, County liaison committee or other appointing authority. The number of
46 candidates recommended shall normally be 2 or 3, depending on the quality and quantity of

1 applicants and as further directed by the appointing authority. The County Manager shall train
2 and supervise department heads regardless of the appointing authority.

3
4 (k) Appointment Evaluation and Discipline of Department Heads and
5 Officers. Other than those department heads appointed pursuant to par. (j) above, Except for
6 elected department heads, the Administrative Coordinator County Manager shall evaluate and
7 assist the appointing authority in the selection, appointment and discipline of all department
8 heads and officers, who are not elected by the people. He or she shall recruit, screen and
9 interview candidates, and shall recommend candidates to the County Board, County Board
10 Chairperson, County committee or other appointing authority. Evaluations of department heads
11 shall be conducted by the County Manager annually, or more often if necessary in consultation
12 with the appropriate liaison committee. The number of candidates recommended shall normally
13 be 2 or 3, depending on the quality and quantity of applicants and as further directed by the
14 appointing authority. With regard to discipline, the Administrative Coordinator County Manager
15 shall receive and review complaints from whatever source received and shall recommend
16 appropriate discipline to the appointing authority in consultation with the County Attorney,
17 County Board Chairperson and Liaison Committee Chairperson. Such discipline shall follow
18 those disciplinary procedures contained in the County Code and Wisconsin Statutes. Except as
19 provided for in Wisconsin Statutes, the County Manager shall have the authority to dismiss a
20 department head after consultation with the liaison committee.

21
22 (l) ~~The Administrative Coordinator~~ County Manager shall have the following
23 general powers:

24 * * *

25
26
27 ~~(3)~~ (4) (AM 13-8) Bonding. ~~The Administrative Coordinator~~ County Manager shall be
28 included in the County's public employee blanket position bond, and shall be indemnified in the
29 amount of \$10,000.

30
31 (5)(AM 13-8) Term. The County Manager shall serve at the pleasure of the County
32 Board and may be dismissed at any time by a 2/3 vote of all members of the board.

33
34 **SECTION 2. Non-substantive Changes.** Approving the changes to the Administrative
35 Coordinator/County Manager position as outlined above authorizes the necessary, non-
36 substantive changes to text, including revisions for purposes of statutory consistency throughout
37 the County Code to effectuate this change without further County Board action thereby
38 eliminating the need to specifically display each change herein.

39
40 **SECTION 3. EFFECTIVE DATE.** This ordinance shall become effective upon
41 passage by the Board of Supervisors and publication as provided by law, with implementation
42 upon the hiring of the first County Manager.

43
44 **SECTION 4. SUMMARY.** Ordinance amendment renaming Administrative
45 Coordinator position and revising duties.

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VOTE REQUIREMENT FOR PASSAGE: Majority

APPROVED: Introduced by members of the EXECUTIVE
(signed by Kimberly A. Nass) COMMITTEE as filed with the County Clerk.

Kimberly A. Nass, County Attorney

Dated 7/10/13 (signed by Herbert J. Tennes)

Considered 7/09/13 Herbert J. Tennes, Chairperson

Adopted 7/09/13

Ayes 27 Noes 2 Absent 1

Voice Vote _____

Countersigned:

Herbert J. Tennes
County Board Chairperson
(No fiscal effect.)

Bostelmann, Marge

From: Kristy Klink <Kristy.Klink@co.washington.wi.us>
Sent: Friday, February 05, 2016 12:42 PM
To: Bostelmann, Marge
Cc: Todd Scott
Subject: FW: Green Lake County
Attachments: County Adm.doc; County Admin Contract.pdf

Hello Marge,

I have attached the job description and contract for the County Administrator. The current contracted rate is \$60.61 per hour.

Please let me know if you need anything else.

Thank you,
Kristy Klink
HR Assistant at Washington County
262-335-4633
Scheduled Hours:
Monday: Off
Tuesday: 9 am – 1 pm
Wednesday: 9 am – 2 pm
Thursday: 9 am - 1:45 pm
Friday: 9 am – 3:15 pm

From: Todd Scott
Sent: Friday, February 05, 2016 8:36 AM
To: Kristy Klink
Subject: FW: Green Lake County

Can you do this?

Todd M. Scott
Director, Human Resources
Washington County Wisconsin
432 E. Washington Street
PO Box 1986
West Bend, WI 53095-7986
(262)335-4496 (phone)
(262)335-6882 (fax)
todd.scott@co.washington.wi.us

From: Brenda Jaszewski
Sent: Friday, February 05, 2016 7:39 AM
To: Todd Scott
Cc: mbostelmann@co.green-lake.wi.us
Subject: FW: Green Lake County

Todd:

Could you, or someone from your office, please provide the information requested below for the last three items?

Brenda Jaszewski
Washington County Clerk
432 E. Washington Street
West Bend, WI 53095
(262) 335-4301

From: Bostelmann, Marge [<mailto:mbostelmann@co.green-lake.wi.us>]
Sent: Thursday, February 04, 2016 11:11 AM
To: Brenda Jaszewski; Herb Tennes
Subject: Green Lake County

Dear Brenda and Herb,

I was appointed Administrative Coordinator in 1997. Since I have announced my retirement at the end of my term, Green Lake County is considering changing from an administrative coordinator to a county administrator. The Administrative Committee has requested that I contact the Clerk and County Board Chair of Counties who have made the change and ask the following questions:

Why did you make the change from Admin Coordinator to County Administrator?
How is it working, what are the positives and what are the negatives?
Are you happy with the change?
Do you have a job description, if so, can you send it to me?
Do you have a contract, if so, can you send it to me?
What is the salary range and current salary?

Thank you,
Marge

Margaret R. Bostelmann
Green Lake County Clerk/
Administrative Coordinator
Green Lake County

920-294-4005

The information in this email, and any attachments, may contain confidential information. Use and further disclosure must be consistent with applicable laws. However, if you believe you've received this email in error, delete it immediately and do not use, disclose or store the information it contains

**WASHINGTON COUNTY
POSITION DESCRIPTION**

Name:	Department: Administration Department
Position Title: County Administrator	FLSA Status: Exempt
Pay Grade: Contract	Reports To: County Board/ Executive Committee and County Board Chairperson

Position Summary:

Under the general direction of the County Board and more directly it's Executive Committee and County Board Chairperson per Wisconsin Statutes, Section 59.19, responsible for administering and coordinating the daily operation of all County Departments.

Duties/Responsibilities:

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Acts as chief administrative officer of the County, ensuring the proper administration of all affairs of the County.
- Ensures the observance and enforcement of county ordinances and state and federal laws within the County. Recommends the adoption of new or revised policies as may be deemed necessary or expedient for the health, safety or welfare of the community, or the improvement of administrative services.
- Reports at least monthly to the Executive Committee significant initiatives, work plans, and policy changes.
- Analyzes and recommends a County organizational structure including program development to facilitate efficient and effective delivery of services to the public. Revises as needed.
- Responsible for the maintenance of the County's long range planning program.
- Prepares and submits to the County Board of Supervisors an annual budget together with a complete report on the finances and activities of the County for the preceding year; delineates and justifies requests for expenditures for new and/or expanded programs. Is responsible for coordinating all bonding projects for the County and making recommendations regarding same to the County Board.
- Manages and periodically evaluates the Capital Improvement Budget and the current year's operating budget and informs the County Board of Supervisors, on at least a quarterly basis or more frequently as required, of the financial and general condition of the County including the status of individual departments. Makes recommendations for changes and future needs.

- Oversees the investment and securities and invests surplus funds, in accordance with the County's financial policies. Develops projected cash requirements for the County to ensure that cash is available when needed according to established practices.
- Prepares reports, in consultation with the appropriate committee(s), including conclusions and recommendations for solution of administrative and operational problems in accord with general policy guidelines. Reviews management methods in order to improve work flow; simplify reporting procedures and/or implement cost effectiveness.
- Hires, evaluates and disciplines department heads and officers, except those elected by the people. Evaluations shall be conducted by the County Administrator annually, or as necessary.
- Responsible for receiving and reviewing complaints and shall implement appropriate discipline or action required by County code or state statute, recommend discipline to the appointing authority in consultation with the County Attorney, County Board Chairperson and jurisdictional committee chairperson. Such discipline shall follow those disciplinary procedures outlined in the County Code and Wisconsin Statutes.
- Makes recommendations to the Administrative Services Committee regarding County staffing needs to ensure efficiency and cost effectiveness of operations.
- Attends all meetings of the County Board and when requested, its committees, and takes part in the discussion of all matters coming before the County Board, providing requested information and/or recommendations.
- Monitors developments of federal and state legislation and other relevant laws and governmental affairs; recommends policy positions to the County in order to improve County Administration operations.
- Oversees the preparation and submission of grant applications or any other applications necessary for the receipt of funds for County programs in consultation with the appropriate committee(s); works with federal, state and regional officials providing them with any information necessary to receive or continue receiving outside funds.
- Receives requests and complaints from the general public concerning administrative actions of the various County Departments, follows up on corrective actions, and sees that replies to inquiries are given.
- Acts as liaison representing the County in the transactions of all business with other units of government and with EDWC; handles public relations for the County. Acts as spokesperson in all matters relating to the daily operation of County government.
- Responsible for all County properties, including maintenance of existing property, alterations of physical facilities, maintenance of inventory records of all real and personal property of the County, and allocation of space and new construction.
- Oversees the administration of all insurance and risk management programs.
- Supervises the administration of the county's purchasing program.
- Performs such other duties as may be assigned.
- Performs other duties as assigned, including responding to an emergency event.

Work Direction Received:

Works under the general direction of the County Board through the County Board Chairperson. The County Administrator's oversight Committee shall be the Executive Committee of the County Board.

Supervision Exercised:

Refer to job duties.

Decision Making:

Decisions concerning the day to day operation of Washington County government are made independently.

Interaction:

There is significant interaction with the general public, the County Board, various County Board committees, Department heads, both elected and appointed, other governmental bodies, and the media.

Essential Knowledge and Abilities:

Thorough knowledge of the principles and practices of local government and administration. Thorough knowledge of the organizational forms, operating methods and procedures of local government. Ability to plan, organize, direct, and coordinate a large organization involved in a wide range of government activities and services. Ability to competently and accurately interpret administrative policies and to gain the cooperation of department heads and employees in their effective enactment. Ability to accurately analyze administrative operations and to present clear and concise recommendations. Ability to effectively represent the administration before the County Board, other governmental agencies and officials and the general public. Able to fulfill physical demands of job, sensory demands (seeing and hearing), and cognitive demands (concentration, conceptualization, memorization).

Training and Experience:

A Master's Degree in business, public administration or related field from an accredited college or university and a minimum of eight years of progressive experience in local government administration, preferably including experience in County administration. Must possess a valid driver's license and must be bondable.

Employee's Signature

County Board Chairperson

Date

5-30-14

7-17-13

Date

COUNTY ADMINISTRATOR CONTRACT

THIS CONTRACT is entered into this _____ day of December, 2015, by and between the County of Washington (hereafter "County") and Joshua A. Schoemann, Washington County Administrator, (hereafter "Administrator").

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, County and Administrator agree as follows:

I. DURATION

This contract will become effective as of January 1, 2016 and will continue in full force and effect until December 31, 2017 and will renew on an annual basis thereafter for successive one year terms, unless terminated or otherwise modified in accordance with the provisions set forth herein.

II. APPOINTMENT, DUTIES, POWERS.

- A. County has appointed Joshua A. Schoemann as County Manager at its County Board meeting on October 22, 2013.
- B. County has changed to the Administrator Form of Government as of June 19, 2014 and as a result Joshua A. Schoemann has assumed the role of County Administrator, effective as of that date.
- C. The duties and powers of County Administrator are set forth in Wisconsin law, including Section 59.18, Wisconsin Statutes, and the codes, policies, regulations and rules of Washington County, which are now existing or which may be hereinafter adopted or enacted by County in its sole discretion from time to time, and other such legally permissible and proper duties and functions as County Board by itself or through its Executive Committee shall from time to time assign.
- D. The Administrator shall report to the Executive Committee of the County Board which shall provide oversight, supervision and instructions to Administrator.

- E. The written county administrator position description, as it currently exists or is subsequently revised by County, is incorporated herein by reference as if set forth in full. Said position description is not intended to cover every kind of work assignment Administrator may have and covers those work assignments which are predominant and recurring. A copy of the written county administrator position description, as it currently exists or is subsequently revised by County, has been provided to Administrator by County's Human Resources Director.

III. PERFORMANCE

- A. Administrator will perform the duties and exercise the powers of the position with the high degree of competence, diligence, professionalism, skill and tact normally employed by an individual performing the same or similar services.
- B. Administrator will devote the time necessary to properly perform the duties and exercise the powers of the position.
- C. Administrator shall assure that all resolutions, ordinances, policies and regulations of the County Board are faithfully executed.
- D. Administrator shall not engage in paid outside employment without the prior written approval of the Executive Committee. In no case shall Administrator engage in the performance of similar, incompatible or conflicting positions with other units of government or within county government. Administrator may engage in any nonpaid pursuit that does not interfere or conflict with the proper discharge of the duties and exercise of the powers of the position of Administrator. Administrator will be issued letter acknowledging current service on Hartford Union High School Board.
- E. Administrator will participate in local, regional, state, and national professional organizations (e.g., Wisconsin County Executives and Administrators Association, Wisconsin City/County Management Association, International City / County Management Association, Wisconsin Counties Association, and National Association of Counties); attend related conferences, meetings, and seminars; *and* participate in other activities for the purpose of professional development. County encourages such

participation and will pay the cost for Administrator's membership and attendance, subject to the Executive Committee's review and approval as part of the annual budget process.

- F. Except as provided in Paragraph D. above, the Administrator agrees not to begin other employment, become employed by any other employer or engage in self-employment, until termination or resignation occurs.

IV. COMPENSATION AND BENEFITS

- A. For calendar year 2016, Administrator's gross salary set at \$126,555. For calendar year 2017, Administrator's gross salary is set at \$132,883. Thereafter, annual salary shall be set by the Executive Committee at the time of the performance evaluation set forth in Article V. The Administrator's annual salary shall be converted to an hourly rate and paid via the County's established payroll cycles and periods.
- B. Administrator is entitled to all benefits provided to department heads as set forth in County's Employee Handbook.
 - 1. Administrator, as of January, 2016, accrues paid-time-off ("PTO") hours consistent with nine (9) years of service in the PTO table for Full Time non-represented employees with administrative leave and for the duration of this agreement will earn years of service credit consistent with the PTO table.
 - 2. Administrator's accrual and use of PTO shall be consistent with the policies and procedures applicable thereto.
 - 3. Administrator shall inform the County Board Chairperson in advance of intended absences of more than two (2) work days.
- C. Administrator's salary or benefits shall not be reduced during the term of this agreement to a greater extent than for all other non-represented employees.
- D. Administrator is and shall under this contract be eligible for participation in the County's Health Insurance Plan, the Wisconsin Retirement System and the Wisconsin Deferred Compensation Program as a full-time, non-represented general employee of Washington County. Administrator shall be subject to the rules and regulations of the programs and plans for eligibility and participation.

V. PERFORMANCE EVALUATION

- A. The Executive Committee will review and evaluate Administrator's performance on an annual basis at an Executive Committee meeting in December. The performance evaluation will be modeled after the format developed by the Human Resources Department for use with other non-represented employees. The Executive Committee may convene in closed session to conduct the Administrator's evaluation pursuant to Section 19.85(1)(c), Wis. Stats., returning to open session for formal action.
- B. The performance evaluation shall be in writing and shall occur at least annually.
- C. Administrator shall develop and provide a list of goals for the upcoming evaluation period to the Executive Committee no later than November 15, in preparation for the December Executive Committee meeting.
- D. As part of the written performance evaluation, the Executive Committee and Administrator shall agree on measurable goals and objectives for the upcoming year, the accomplishments thereof shall be used to determine whether Administrator accrues the incentive set forth in Paragraph E of this Article. Measurable goals and objectives shall be reduced to writing and incorporated into the written evaluation. The outcome of each annual evaluation including whether the measurable goals and objectives have been met shall also be reduced to writing and incorporated into the written evaluation. The goals, priorities and objectives should to the extent practicable be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations approved by Executive Committee.
- E. Retention Incentive Accrual and Payment. Administrator may be eligible for an incentive ("incentive") accrual and payment upon a satisfactory annual performance evaluation as determined by the Executive Committee and as described herein.
- a. Accrual. Beginning in 2015, Administrator is eligible for a \$10,000 incentive accrual which accrual shall be subject to the Executive Committee's determination of satisfactory performance at the time of the Administrator's December, 2015 performance evaluation. Beginning in 2016 and annually thereafter, upon the occurrence of a satisfactory performance evaluation pursuant to this Article, the incentive accrual amount shall be up to five percent (5%) of the Administrator's

annual gross salary. The incentive accrual amount of up to five percent (5%) is within the sole discretion and determination of the Executive Committee. Gross salary for purposes of this Paragraph shall be defined as the gross wages budgeted in the annual operating budget for the Administrator's position and approved by the County Board in November of each year for the subsequent year's operating budget. Gross wages do not include any fringe benefits whatsoever such as health insurance, short and long term disability, or any other form of compensation. Said incentive will accrue over five (5) years beginning in 2016. A portion of the accrued amount will be available to Administrator five (5) years after it accrues based on the accrual payment method described in b. below.

- b. Payment. Beginning in December, 2020, Administrator may be eligible for an incentive accrual payment in the amount of \$10,000 upon the Executive Committee's determination of a satisfactory performance evaluation per the process described in A. – D. of this Article. For each year of this contract thereafter, Administrator may be eligible for an incentive accrual payment in the amount accrued five (5) years prior (up to five percent (5%) of the then gross wages budgeted and approved by the County Board), upon the Executive Committee's determination of a satisfactory performance evaluation. Incentive payments shall be made upon the approval of the Executive Committee in the payroll cycle immediately following said approval. Said payment shall be deemed income and subject to applicable withholdings in accordance with the County's standard payroll practices.
- c. In the event that Administrator separates from County per Article VI. A. or B., any and all amounts accrued or accumulated will be zeroed out and Administrator shall not under any circumstances be entitled to any such incentive payment(s).

VI. REMOVAL / RESIGNATION / SEPARATION

- A. Administrator serves at the will and pleasure of the County Board, and may be removed by a two-thirds vote of members present at any time at the will and pleasure of the County Board, in its sole judgment and determination. The vote by two-thirds of members present of the County Board to remove the Administrator shall be final. Nothing in this contract shall be a limitation on, prevent or otherwise interfere with the right of County Board to remove Administrator.

- B. Administrator may be removed for cause defined as willful neglect of duty, misconduct (malfeasance or misfeasance) in office, failure to fulfill the ethical standards set forth in the County's Ethics Code or a violation of this Agreement. If Administrator is removed under this provision, the County shall have no obligation to make and the Administrator shall in no way be entitled to any incentive payment, severance payment or extension of paid health insurance coverage to Administrator under Article VII below or any other payment or benefit set forth herein such as the PTO payout. Section 17.10(2), Wis. Stats., applies to for cause removal of the Administrator.
- C. Mutual Agreement. Upon mutual written agreement by County and Administrator, this contract and the employment of Administrator may be terminated without penalty or prejudice against either County or Administrator. The terms of any mutual agreement of the parties, including but not limited to severance and incentive payments, shall be subject to review and approval of the County Board.
- D. Voluntary Resignation. The Administrator may voluntarily resign prior to the expiration of the Agreement or any subsequent renewals hereof. Administrator may resign at any time. Nothing in this contract will limit, prevent or otherwise interfere with the right of Administrator to voluntarily resign. To separate in good standing with the County, Administrator shall give the County at least sixty days (60) calendar days written notice in advance of voluntary resignation, unless otherwise agreed to by the parties in writing. If the Administrator resigns in good standing, Administrator shall be entitled to receive such separation benefits as are provided for employees resigning in good standing according to then-current County policy.
- a. Voluntary resignation prior to January 1, 2020. No severance compensation as provided in Article VII. below shall be paid in the event of voluntary resignation occurring prior to January 1, 2020. No incentive accrual payment as provided in Article V. E. shall be paid in the event of voluntary resignation occurring prior to January 1, 2020. Failure to provide at least sixty (60) calendar days, written notice shall result in the loss of any and all pay out of accrued Paid Time Off (PTO) benefits.
 - b. Voluntary resignation on or after January 1, 2020. If the Administrator voluntarily resigns in good standing and has demonstrated satisfactory performance up to the date of resignation, Administrator shall be entitled to receive such separation

benefits as are provided for employees resigning in good standing according to then-current County policy, but not severance pay set forth in Article VII., and a payout of the incentive accrual per Article V. E., except the incentive payment amount for the year of the voluntary resignation shall be determined by the Executive Committee at the time of the voluntary resignation.

- E. Change in Form of Government. In the event that County Board chooses to change its form of government to Administrative Coordinator or Executive, this contract will be subject to termination by mutual agreement per Article VI. C. If the County Board changes its form of government, the Executive Committee of the County Board shall conduct the Administrator's performance evaluation pursuant to Article V, the outcome of which shall determine, among other actions, whether Administrator shall be eligible for severance payment, incentive payment if any has accrued at the time of the change and/or whether to retain Administrator to serve in another capacity in the changed form of government.

VII. SEVERANCE PAY

- A. In the event Administrator is removed by County Board under section VI. A. above, during such time that he is able and willing to perform the duties and exercise the powers of the position, County agrees to pay Administrator a one-time lump sum cash payment equal to six (6) months of his current annual salary, less applicable withholdings according to the County's standard payroll practices and extend paid health insurance coverage to Administrator and existing beneficiaries for six (6) months following removal, subject to participation requirements consistent with applicable County policies and procedures. Said health insurance coverage shall terminate prior to the expiration of the six (6) months if the Administrator is offered health insurance benefits through subsequent employment.
- B. The severance payment and extension of health insurance coverage set forth in paragraph A. above, shall constitute a full and final settlement payment to Administrator. County's obligation to pay the settlement amount and extend health insurance coverage to Administrator is conditioned upon Administrator executing and delivering to County a complete, final and full release of any and all claims that Administrator may claim he has against County, including but not limited to any claims of wrongful discharge, discrimination or other employment related claims. The release shall be in a form and shall contain such terms as shall be required by County Attorney. Administrator shall not be

required to release any pending Worker's Compensation claim nor shall Administrator be required to release any claim that Administrator may have as to unemployment compensation benefits arising out of Administrator's removal.

- C. In the event that Administrator is removed for cause as defined in Article VI. B. above, the County shall have no obligation to make the severance payment, incentive payment or extend paid health insurance coverage, Paid Time Off (PTO) benefit or any other payment, benefit or otherwise set forth herein.

VIII. INDEMNIFICATION

County recognizes its indemnification obligations under Section 895.46, Wisconsin Statutes and Section 7.14 of the Washington County Code. In the event Administrator is held liable for acts committed during the good faith performance of the duties within the scope of employment as Administrator, Administrator will be entitled to all the protections afforded by Section 895.46, Wisconsin Statutes and Section 7.14 of the Washington County Code.

IX. NOTICES.

Any notices required or permitted under this contract shall be in writing and delivered or mailed by certified mail as follows:

County: **Corporation Counsel**
Washington County Government Center
432 E. Washington St., Ste. 3029
West Bend, WI 53095

Copy to: **County Clerk**
432 E. Washington St., Ste. 3029
West Bend, WI 53095

Administrator: **Joshua A. Schoemann**
1111 Wejegi Drive
Hubertus, WI 53033

X. MISCELLANEOUS

- A. The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this contract shall be held illegal, invalid or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.

- B. No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless and until such is reduced to writing and executed by County and Administrator. This contract shall be administered by the Executive Committee of the County Board. Executive Committee may in its discretion and by mutual agreement of the parties, amend this contract from time to time.
- C. This contract and the rights and obligations of County and Administrator under this contract shall be interpreted according to the laws of the State of Wisconsin.
- D. Venue, as to any dispute arising under or in connection with this contract, shall be commenced in a Circuit Court in the State of Wisconsin except Washington County *or*, if federal jurisdiction exists, the United States District Court-Eastern District of Wisconsin.
- E. This contract shall be binding upon and shall inure to the benefit of County and Administrator and upon their respective beneficiaries, heirs and successors.
- F. This contract shall not be subject to the rule of construing ambiguities against the drafter as this contract is the product of negotiation.
- G. It is understood and agreed that this contract constitutes the entire agreement between the parties with respect to the subject matter hereof.
- H. County and Administrator each represents and warrants that each has carefully reviewed, fully understands, has had an opportunity to consult with respective legal counsel and agrees to be bound by this contract.

COUNTY

ADMINISTRATOR

 Herbert J. Tennes
 County Board Chairperson
 Dated this ___ day of December, 2015.

 Joshua A. Schoemann
 County Administrator
 Dated this ___ day of December, 2015.

 Brenda J. Jaszewski
 County Clerk
 Dated this ___ day of December, 2015

RESOLUTION NUMBER -2016

Relating to: **New and Continuing Supervisors' Training**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 15th day of March, 2016 does resolve as follows:

WHEREAS, it is beneficial for new and continuing County Board Supervisors to acquire knowledge, and expectations of supervisors and an understanding of the duties required to serve on the several committees of the Green Lake County Board and be informed of the state statutes dealing with county government, and also the procedures of Green Lake County Board meetings;

WHEREAS, The Wisconsin Counties Association and University of Wisconsin Extension conduct New and Continuing Supervisor's Training that help new and continuing supervisors have a broader understanding of county government structure, forms of county government, and roles and responsibilities of a county supervisor;

NOW, THEREFORE BE IT RESOLVED, supervisor training will be held on the second Tuesday of April at 9 AM of the even numbered years in the County Board Room. Training will be under the direction of the Green Lake County Clerk. Presenters will explain the general duties and responsibilities of supervisors serving on county committees and boards;

BE IT FURTHER RESOLVED, that the County Board Chair may approve supervisors' requests to attending the New and Continuing Supervisors' Training conducted by the Wisconsin Counties Association and the University of Wisconsin Extension and authorize per diem, mileage and any other expenses per County policy.

BE IT FURTHER RESOLVED, this resolution supersedes any and all previous resolution relating to New and Continuing Supervisors Training and shall take effect on April 1st 2016.

Roll Call on Resolution No. 01-2016

Submitted by Administrative Committee:

Ayes , Nays , Absent , Abstain

Jack Meyers, Chairman

Passed and Adopted/Rejected this 15th day of March, 2016.

David Richter, Vice-Chair

County Board Chairman

Harley Reabe

ATTEST: County Clerk

Michael Starshak

Approved as to Form:

Corporation Counsel

Paul Schwandt