

**COUNTY OF RACINE  
FINANCE & HUMAN RESOURCES COMMITTEE**

Supervisor Robert N. Miller, Chairman  
Supervisor Q.A. Shakoor, II, Vice Chairman  
Supervisor Rusty Clark, Secretary  
Supervisor Nick Demske  
Supervisor Tom Pringle

Supervisor Don Trottier  
Supervisor John A. Wisch  
Zachary Eifert, Youth in Governance Representative  
Madhura Sathyanarayanan, Youth in Governance  
Representative

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\*\*\* THIS LOCATION IS HANDICAP ACCESSIBLE. If you have other special needs, please contact the Racine County Board Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (262) 636-3571, fax (262) 636-3491 or the TTD/RELAY 1-800-947-3529. \*\*\*

NOTICE OF MEETING OF THE  
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **WEDNESDAY AUGUST 19, 2020**

TIME: **5:00 P.M.**

PLACE: **PURSUANT TO THE RACINE COUNTY EXECUTIVE'S  
ADMINISTRATIVE ORDER DATED MARCH 26, 2020, THE MEETING  
WILL BE HELD VIA PHONE CONFERENCING AND NO PERSONAL  
GATHERING WILL TAKE PLACE.**

**DIAL IN: 414-455-2762  
PASSCODE: 858-648-9977**

**AGENDA** –

1. Convene Meeting
2. Chairman Comments – Youth In Governance/Comments
3. Public Comments
4. Approval of Minutes from the August 5, 2020 committee meeting.
5. Public Works & Development Services – Julie Anderson – Approval of a Multi-Year Contract for Racine County Land Surveyor Professional Services – 2020 – Resolution – Requested action: 1<sup>st</sup> Reading at the August 25, 2020 County Board Meeting.
6. Transfers
  - a) Finance Department – Brian Nelson – Adjustment to 2020 Byrne Justice Assistance Grant (JAG) in the Sheriff's Courtroom Security Grant of \$1,726 and transfer within the 2020 Sheriff's Courtroom Security Grant Budget - 2020 – Report.
7. Finance Department – Brian Nelson – 2020 2<sup>nd</sup> Quarter Racine County Accepted Donations – 2020 – Report.

8. Communication & Report Referrals from County Board Meeting:

a. Progressive Insurance on behalf of their insured Deborah Andersen has filed a claim against Racine County for property damage in the amount of \$500.00

b. Bankruptcy items :

| Type of Action:                                | Person/Persons   |
|--|--|
| Order of Discharge                             | Candice Arnell Gonzales; Yeni Yvette Huerta;   |
| Dismiss – Confirmed Plan                       | Duane Allen & Alyssa Christine Nagel;  |
| No Proof of Claim Deadline                     | Dorothy Jean Lancour; Broc Catrell Jones; Brian Thomas & Jennifer A Netzinger; Kevin Watson; |
| Relief from the automatic stay and abandonment | Alexander Almaguer Vargas  |
| Chapter 13 Case                                | James Glenn Martinsen; Edward Wade Mulford; Michael Ray Beaty;                               |

9. Staff Report – No Action Items.

a) Finance & Human Resources Committee – Next Meeting will be September 2, 2020.

10. Adjournment

# FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

**Requestor/Originator** Finance & Human Resources Committee

**Committee/Individual Sponsoring:** Finance & Human Resources Committee

**Date of Committee Meeting:** 8/19/2020

**Signature of Committee Chairperson  
/Designee:** \_\_\_\_\_

**Description:** Approval of the minutes from the August 5, 2020 Meeting  
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\_\_\_\_\_

**Action:**  **County Board Supervisors**  
 Approve  
 Deny

**Youth In Governance**  
 Approve  
 Deny

4-1

**FINANCE AND HUMAN RESOURCES COMMITTEE MEETING**  
**August 5, 2020**

PURSUANT TO THE RACINE COUNTY EXECUTIVE'S  
ADMINISTRATIVE ORDER DATED MARCH 26, 2020, THE MEETING  
WILL BE HELD VIA PHONE CONFERENCING AND NO PERSONAL  
GATHERING WILL TAKE PLACE.

Meeting attended by: Chairman Miller, Supervisors Shakoor II, Demske, Clark, Pringle, Trottier and Wisch, Youth Representative Eifert and Sathyanarayanan, Vice-Chairman Kramer, Finance Director Brian Nelson, Human Resources Director Karen Galbraith, Public Works Development Service Director Julie Anderson, Asst. Corporation Counsel John Serketich, Joseph Veranth and Norman Sharief from Dana Investments, and Junior Staff Accountant Kyle Maurer.

**Agenda Item #1 – Convene Meeting.**

Meeting Called to Order at 5:00pm by Chairman Miller.

**Agenda Item #2 – Youth in Governance/Comments.**

Youth in Governance statement was read by Youth Representative Eifert.

**Agenda Item #3 – Public Comments.**

None.

**Agenda Item #4 – Approval of Minutes from the July 8th, 2020 committee meeting.**

**Action:** Approve the minutes from the July 8th, 2020 meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Wisch. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item #5 – Finance Department – Brian Nelson – Racine County 2nd Quarter 2020 Investment Report (Staff from DANA Investments will be available to discuss the materials) – 2020 - Report.**

**Action:** Receive and file. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Wisch. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item #6– Transfers:**

**a) Public Works Fleet – Julie Anderson – Transfer of \$43,000 within the Fleet 2020 Budget and authorize the Capital Project for CTH K – 2020 – Resolution – Action Requested: 1st Reading at the August 10, 2020 County Board Meeting.**

**Action:** 1st Reading at the August 10, 2020 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Wisch. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays

**Agenda Item #7– Communication & Report Referrals from County Board Meeting:**

**Action:** Receive and file items a - f. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Wisch. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item #8 – Staff Report – No Action Items.**

- a) Finance & Human Resources Committee – Next Meeting will be August 19, 2020.
- b) Format Preferences for future FHR Committee meetings – discussion

**Agenda Item #9– Closed Session – 5:35 PM (Approximately 5 Minutes) – IT IS ANTICIPATED THAT THE FINANCE AND HUMAN RESOURCES COMMITTEE WILL MEET IN A CLOSED SESSION PURSUANT TO SECTION 19.85(1)(c) OF THE WISCONSIN STATE STATUTES TO DISCUSS LEGAL COUNSEL THE FOLLOWING CLAIM AGAINST RACINE COUNTY: 1) PROGRESSIVE INSURANCE ON BEHALF OF ITS INSURED JENNIFER WETTER**

**Action:** Motion to go into closed session pursuant to s. 19.85(1)(c), WI Stats, to discuss with legal counsel the following claims against Racine County Progressive Insurance on behalf of its insured Jennifer Wetter. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Clark. Vote: Roll Call Vote was taken of the members present: All Ayes No Nays.

**Agenda Item #10– Regular Session.**

**Action:** To reconvene into regular session at 5:45pm. **Motion passed.** Moved: Supervisor Clark. Seconded: Supervisor Pringle. Vote: All Ayes No Nays.

**Action:** Approval to resolve the claim as recommended by Racine County Corp. Counsel. **Motion passed.** Moved: Supervisor Clark. Seconded: Supervisor Pringle. Vote: All Ayes No Nays

**Agenda Item #10– Adjournment.**

**Action:** Adjourn meeting at 5:50pm. **Motion Passed.** Moved: Supervisor Clark. Seconded: Supervisor Pringle. Vote: All Aye No Nays.

REQUEST FOR COUNTY BOARD ACTION

|      |             |   |                    |
|------|-------------|---|--------------------|
| YEAR | <u>2020</u> | X | Resolution Request |
|      |             |   | Ordinance Request  |
|      |             |   | Report Request     |

Requestor/Originator: PWDS - Julie Anderson

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Julie Anderson  
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: N/A

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 8/19/2020 Date of County Board Meeting to be Introduced: 8/25/2020

1st Reading:  1st & 2nd Reading:  \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Approval of a multi year contract for Racine County Land Surveyor Professional Services

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

**THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.**

The term of the contract will be from 7/1/2020 through 12/31/2023

|                       |          |                |
|-----------------------|----------|----------------|
| 7/1/2020 - 12/31/2020 | 1st year | 23,501         |
| 1/1/2021 - 12/31/2021 | 1st year | 55,000         |
| 1/1/2022 - 12/31/2022 | 2nd year | 55,825         |
| 1/1/2023 - 12/31/2023 | 3rd year | 56,662         |
|                       |          | <u>190,988</u> |

Sufficient funds will be budgeted within the Land Information budget for future years to cover the contract costs  
Land Information funds are not tax levy dollars

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.  
REASONS

| FOR | AGAINST |
|-----|---------|
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**Public Works & Development Services**

14200 Washington Avenue  
Sturtevant, WI 53177  
262-886-8440  
fax: 262-886-8480

Memorandum

To: Racine County Finance and Human Resources Committee

From: Julie Anderson, Director of Public Works and Development Services  
Racine County Land Information Officer

Subject: Request approval for a multi-year contract for Racine County Land Surveyor Professional Services

Date: July 9, 2020 (For Consideration by the FHR Committee on July 22, 2020).

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According to State Statutes, Racine County is required to have a County Surveyor employed to handle various land surveying tasks at the call of the Racine County Land Information Officer.

Racine County previously had a designated Racine County Surveyor on staff for many years, but that position was eliminated in the budget after the staff person retired many years ago.

Since that time, Racine County has used Mark Madsen of Nielsen, Madsen & Barber S.C., and his company to handle County Surveyor duties. This is a Racine firm, has been in business for many decades, and their team has unique familiarity with Racine County lands and the Public Land Surveying System that has been in place in Racine County for the past century. This firm has been reliable and has provided Racine County with outstanding service for all our land surveying needs.

As the Racine County Land Information Officer, I would like to request approval of a multi-year contract with Mark Madsen and Nielsen, Madsen & Barber S.C. in the capacity of the Racine County Surveyor. Mark Madsen and his firm have agreed to continue serving in the capacity as Racine County Surveyor.

I am requesting that the contract term be from July 1, 2020 through December 31, 2023. I am also requesting that in the first year of the contract, there be a not to exceed budget allowance of \$55,000, followed by a 1.5% increase for years 2 and 3 of the contract. Total for contract not to exceed \$190,988 (average of \$63,662 per calendar year). The start date is July 1, 2020, based upon previous contracts.

This professional service (County Surveyor) is funded by the Land Information Accounts, which is accrued from deeds that are recorded in the Register of Deeds office, so there is no direct impact on the tax levy. I have attached a copy of the draft contract and terms and conditions.

Thank you.



COUNTY SURVEYOR PROFESSIONAL SERVICES CONTRACT  
BETWEEN RACINE COUNTY AND NIELSEN MADSEN & BARBER, SC

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Racine County, a Wisconsin municipal corporation, (hereinafter referred to as "COUNTY") and Nielsen, Madsen & Barber, SC, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

1. Scope of Work

The CONTRACTOR agrees to perform the Statutory function and duties of the offices of the County Surveyor for COUNTY as those duties and functions are specified in Sections 59.45, 59.46, 59.74 and 59.75 of the Wisconsin Statutes. These functions and duties shall include:

A. Perpetuation of the U.S. Public Land Survey System

The CONTRACTOR shall, as necessary, perpetuate the U.S. Public Land Survey System section, quarter-section, meander, and witness corners and the attendant horizontal and vertical control survey networks and network data within Racine County. The survey monumentation, and the attendant land and control surveys, shall be carried out in accordance with all Statutory requirements; the specifications for such monumentation and attendant land and control surveys being set forth in SEWRPC Technical Report No. 7, "Horizontal and Vertical Survey Control in Southeastern Wisconsin", Third Edition, August 1996; and good surveying and engineering practice.

The work shall include receiving and returning phone calls regarding monumentation and perpetuation of surveying data including the replacement of broken, disturbed and missing corner monuments and ancillary witness and bench marks, and the preparation and filing of related records. The work will also include the perpetuation of corner locations in preparation for proposed construction and other activities, including particularly street and highway construction activities, that would otherwise lead to destruction of corner monuments and loss of true corner locations.

B. Electronic Dissemination of Survey Data

The CONTRACTOR shall make all of data on the location and monumentation of the U.S. Public Land Survey System corners and all of the attendant horizontal and vertical control survey data collected and collated through the County Surveyor functions available to the Southeastern Wisconsin Regional Planning Commission for inclusion on its Land Information Website; including the "Record of U.S. Public Land Survey" documents (corner dossier sheets); and the control survey diagrams.

C. Ad Hoc Land Survey Needs

The CONTRACTOR will in response to specific requests from the Racine County Land Information Officer/Planning and Development Director to perform boundary and other

surveys in support of County operations, including surveys for the purpose of acquiring or disposing of County owned lands. Such survey work will not extend, however, to right-of-way surveys for county or state trunk highways.

2. Timing

**All CONTRACTOR services to be performed shall be carried out over the period beginning July 1, 2020 and ending December 31, 2023.**

3. Method of Compensation

The CONTRACTOR shall submit monthly invoices to COUNTY, along with a written report describing the work accomplished by the CONTRACTOR. The cost of labor and materials under this contract shall not exceed \$55,000.00 for year one, with 1.5% increases in year 2 and year 3. The not to exceed total will be \$190,988 (or an average of \$63,662) by end of contract on December 31, 2023. CONTRACTOR shall charge COUNTY based on the rates set forth in Standards Terms and Conditions as Exhibit "A" which is attached hereto and incorporated herein. The contract amount may be amended if conditions warrant, based on written evidence provided by the CONTRACTOR, in compliance with fiscal policies and budget availability of COUNTY.

4. Ownership of Data and Records

All of the data and related materials collected and developed under this contract for COUNTY shall be the property of Racine County.

5. Subcontracts

The CONTRACTOR may not subcontract for any work described in this agreement unless permission is granted in advance of performing such work by the Racine County Land Information Office.

RACINE COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

NIELSEN, MADSEN & BARBER, SC

By: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**Nielsen Madsen + Barber**  
**STANDARD TERMS AND CONDITIONS**  
**(Effective November 1, 2018)**

**COMPENSATION**

| Staff Type                     | Billing Rate/Hr. |
|--------------------------------|------------------|
| Project Manager                | \$145.00         |
| Civil Engineer I               | \$115.00         |
| Civil Engineer II              | \$ 95.00         |
| Civil Engineer III             | \$ 85.00         |
| Design Engineer I              | \$ 75.00         |
| Design Engineer II             | \$ 65.00         |
| CADD Operator                  | \$ 95.00         |
| Professional Land Surveyor I   | \$125.00         |
| Professional Land Surveyor II  | \$110.00         |
| Survey Crew Chief              | \$ 95.00         |
| Survey Assistant               | \$ 65.00         |
| Survey Line & Grade Specialist | \$ 80.00         |
| Construction Services Manager  | \$105.00         |
| Field Engineer I               | \$105.00         |
| Field Engineer II              | \$ 95.00         |
| Construction Technician I      | \$ 75.00         |
| Construction Technician II     | \$ 70.00         |
| Construction Technician III    | \$ 65.00         |
| Project Assistant              | \$ 55.00         |
| Expert Witness Testimony       | \$160.00         |

**REIMBURSABLE EXPENSES**

Reimbursable expenses will be charged at cost plus a five percent (5%) service charge. Such expenses shall include, but not be limited to, travel, reproduction, shipping/delivery charges, document retrieval fees, sub-consultant and subcontractor fees, permitting & recording fees, specialized equipment rental and other specialized supply costs directly related to the execution of the specific project. Fixed rate reimbursable expenses will be charged as follows:

|  |                |
|--|----------------|
| Travel (mileage)                             | \$0.575 / mile |
| Overnight/Courier Delivery                   | Actual Cost    |
| Recorded Document Retrieval                  | Actual Cost    |
| All Terrain Vehicle (ATV) Usage              | \$40.00 / hour |
| Global Positioning System (GPS) Usage        | \$40.00 / hour |
| Specialized Materials as Requested by Client | Actual Cost    |

| Copy Charges (per sheet) | Black & White | Color   |
|--------------------------|---------------|---------|
| 8.5" x 11"               | \$0.10        | \$0.15  |
| 8.25" x 14               | \$0.10        | \$0.20  |
| 11" x 17"                | \$0.15        | \$0.30  |
| 12" x 18"                | \$0.15        | \$0.30  |
| 18" x 24"                | \$1.00        | \$3.00  |
| 22" x 34"                | \$1.75        | \$5.00  |
| 24" x 36"                | \$2.00        | \$6.00  |
| 30" x 42"                | \$3.00        | \$8.80  |
| 36" x 36"                | \$3.00        | \$9.00  |
| 36" x 48"                | \$5.00        | \$10.00 |

**INVOICING**

All projects will be invoiced for the work performed to date every 30 days. Payment in full of the invoiced amount is to be made upon receipt. Unpaid invoices will be considered delinquent after 30 days and will accrue interest charges of 1 1/2% per month, beginning from the date of the invoice. Lien notices will be sent out for any invoices remaining unpaid after 60 days.

**LIEN RIGHTS**

In order to comply with Wisconsin Statute 779.02 regarding notice to preserve lien rights, the following statutory notice is served upon the Owner/Owner's representative and is made a part of this proposal and/or contract: As required by the Wisconsin construction lien law, Nielsen Madsen & Barber, S.C. hereby notifies Owner/Owner's representative that persons or companies furnishing labor or materials for design / development or construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in

addition to Nielsen Madsen & Barber, S.C., are those who contract directly with the Owner or those who give notice within 60 days after they first furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Nielsen Madsen & Barber, S.C. agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

**LIMITATION OF COSTS**

Nielsen Madsen & Barber, S.C. (NMB) will not be obligated to continue providing services or incur costs beyond the agreed upon fee unless Client agrees in writing to a revised cost.

**CLIENT'S RESPONSIBILITIES**

Client shall arrange for access to and make all provisions for NMB personnel to enter upon private and public property as required for NMB to perform services under this Agreement.

Client shall provide NMB with all available information regarding this project as required. NMB shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however, NMB assumes no responsibility or liability for their completeness or accuracy.

**COST OPINIONS**

Any cost opinions or project economic evaluations provided by NMB will be on the basis of experience and judgment, but, because NMB has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

**STANDARD CARE**

The services provided by NMB under this Agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the proposal for this project at the time and the place where the services are performed.

**INSURANCE**

Throughout the duration of the project, NMB will procure and maintain the following insurance:

| Liability                       | Limits of Liability      |
|---------------------------------|--------------------------|
| Worker's Compensation and       |                          |
| Employer's Liability            | \$ 500,000 / Incident    |
| Comprehensive General Liability | \$1,000,000 / Occurrence |
| Comprehensive General Liability | \$2,000,000 / Aggregate  |
| Professional Liability          | \$2,000,000 / Occurrence |
| Automobile Liability            | \$1,000,000 / Accident   |
| Umbrella Liability              | \$5,000,000 / Occurrence |
| Umbrella Liability              | \$5,000,000 / Aggregate  |

Within the limits of this insurance, NMB agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of NMB. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, NMB's cost of obtaining such coverage, limits or certificates shall be reimbursable by the Client.

**TERMINATION**

The Client shall within thirty (30) days of termination remunerate NMB for services rendered and costs reasonably incurred, in accordance with NMB's fee schedule. Costs shall include those incurred up to the time of termination.

REQUEST FOR COUNTY BOARD ACTION

|      |             |                                     |                    |
|------|-------------|-------------------------------------|--------------------|
| YEAR | <u>2020</u> | <input type="checkbox"/>            | Resolution Request |
|      |             | <input type="checkbox"/>            | Ordinance Request  |
|      |             | <input checked="" type="checkbox"/> | Report Request     |

Requestor/Originator: Finance Department - Brian Nelson

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Brian Nelson  
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: yes

If related to a position or position change, Does the Human Resources Director know of this request: \_\_\_\_\_

Does this request propose the expenditure, receipt or transfer of any funds? \_\_\_\_\_

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 8/19/2020 Date of County Board Meeting to be Introduced: \_\_\_\_\_

1st Reading:  1st & 2nd Reading:  \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Adjustment to 2020 Byrne Justice Assistance Grant (JAG) in the Sheriff's Courtroom Security Grant of \$1,726 and transfer within the 2020 Sheriff's Courtroom Security Grant Budget

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

**THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.**

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| ACCOUNT NAME                        | ACCOUNT NUMBER        | CURRENT BUDGET                   | CURRENT BALANCE | TRANSFER       | BUDGET AFTER TRANSFER | BALANCE AFTER TRANSFER |
|-------------------------------------|-----------------------|----------------------------------|-----------------|----------------|-----------------------|------------------------|
| <b>SHERIFF'S COURTROOM SECURITY</b> |                       | <b>2020 BUDGET 29-18 - 29-19</b> |                 |                |                       |                        |
| COURT ROOM SECURITY                 | 11889000.306035.SHR02 | (18,000)                         | (18,000)        | (1,726)        | (19,726)              | (19,726)               |
| <b>TOTAL SOURCES</b>                |                       |                                  |                 | <b>(1,726)</b> |                       |                        |
| WAGES                               | 11889000.401000.SHR02 | 14,149                           | 14,149          | 1,387          | 15,536                | 15,536                 |
| WORKERS COMP                        | 11889000.402210.SHR02 | 232                              | 232             | 21             | 253                   | 253                    |
| SOCIAL SECURITY                     | 11889000.402220.SHR02 | 1,082                            | 1,082           | 106            | 1,188                 | 1,188                  |
| RETIREMENT                          | 11889000.402230.SHR02 | 2,537                            | 2,537           | 212            | 2,749                 | 2,749                  |
| <b>TOTAL USES</b>                   |                       |                                  |                 | <b>1,726</b>   |                       |                        |
|                                     |                       |                                  |                 | <b>0</b>       |                       |                        |

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.  
REASONS

| FOR | AGAINST |
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62-2

THE STATE OF WISCONSIN

COUNTY OF RACINE

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF RACINE (POLICE DEPARTMENT)  
RACINE COUNTY (SHERIFF'S OFFICE)

**2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 24<sup>th</sup> day of July, 2020, by and between The COUNTY of RACINE, acting by and through its governing body, the COUNTY BOARD, hereinafter referred to as COUNTY, the CITY of RACINE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, of RACINE COUNTY, STATE OF WISCONSIN, witnesseth:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$19,726.00, and the CITY will retain \$19,726.00, from the total JAG award of \$39,452.00 for the Law Enforcement Program: and

**WHEREAS**, the CITY, AND COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY, AND CITY, agree as follows:**

Section 1.

CITY agrees to pay COUNTY a total of \$19,726.00 of JAG funds.

Section 2.

COUNTY agrees to use \$19,726.00 for the Law Enforcement Program until September 30, 2023.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 8.**

The City of Racine Finance Department will serve as the fiscal agent for all funds distributed under this funding initiative.

CITY OF RACINE, COUNTY OF RACINE

\_\_\_\_\_  
Cory Mason  
Mayor  
City of Racine, Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Delagrave  
County Executive  
County of Racine, Date: \_\_\_\_\_



REVIEWED BY FINANCE DIRECTOR

*John Jeff* *2/1/2000*  
\_\_\_\_\_  
Sign Date



## RACINE COUNTY SHERIFF'S OFFICE

717 Wisconsin Avenue, Racine, WI 53403-1237

(262) 886-2300 FAX (262) 637-5279

Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

August 8th, 2018

Deputy Chief Mark Schulz  
Racine Police Department  
730 Center St.  
Racine, WI 53403

Dear Deputy Chief Mark Schulz,

The County of Racine, Wisconsin, does not have pending applications submitted within the last twelve months for federally funded grants or sub grants that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Sincerely,

Lieutenant Shawn Barker #7026  
Administration.

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Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

08-20-18

Please see below for the answers to the questions posted in Appendix E.

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when or how employees may communicate with DHS or ICE?

Answer: **No**

- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law the binds a city) that meet the description in Question 1?

Answer: **No**

Sincerely,

Lieutenant Shawn Barker 7026  
Administration.

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Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmalzing

Chief Deputy John C. Harrahan

August 8th, 2019

Deputy Chief Mark Schulz  
Racine Police Department  
730 Center St.  
Racine, WI 53403

Dear Deputy Chief Mark Schulz,

The Racine County Sheriff's Office intends to use the portion of the JAG funds in two areas. The main portion will be to assign one full-time Deputy Sheriff to Courthouse and Law Enforcement Center (LEC) security functions. The Court Security Deputy will enhance security measures in and around the Racine County Courthouse and Racine County LEC. The Courthouse and Law Enforcement Center currently each have two Reserve Deputies that monitor the public entrance utilizing a walk-through metal detector check point. Although felony court is held in the LEC, the courthouse contains the family and TRO courts that have become disruptive or volatile at times. The Court House Security Deputy duties vary from routine foot patrol to assisting with court room security and he is the first to respond to any law enforcement action required. All serious criminals that are arrested in Racine County are housed in the Racine County Jail and taken to courtrooms in both the Racine County Courthouse and LEC. The Racine County Sheriff's Office, considers the security for these citizens in and around our facilities very seriously. There have been serious incidents in courthouses around the country and we want to do everything we can to protect those who have business in the Racine County Courthouse and the Law Enforcement Center.

The second portion will be used towards the purchase a new computer for the Records Bureau Staff. This computer will be used for NIBRS compliance activities. The new computer will enhance the collecting, processing and analyzing IBR data that will be submitted to the FBI. The cost of the NIBRS computer is over 3% (\$605) as noted in the requirements.

The estimated 2020 expense for this Court Security Deputy and the NIBRS computer would be \$109,760. This cost includes the following:

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**Total Estimated County Cost  
required penalty for NIBRS non-compliance)**

**Grant Funded (not including 3%**

|                             |                  |                 |
|-----------------------------|------------------|-----------------|
| <b>Wages</b>                | <b>\$73,386</b>  | <b>\$15,719</b> |
| <b>Fringe Benefits:</b>     |                  |                 |
| Workers Comp                | \$1,203          | \$240           |
| Social Security             | \$5,614          | \$1,203         |
| Retirement                  | \$11,206         | \$2,400         |
| Group Insurance             | \$15,580         | \$0             |
| Life Insurance              | \$365            | \$0             |
| Public Liability            | \$1,101          | \$0             |
| <b>Total Estimated Cost</b> | <b>\$108,455</b> | <b>\$19,562</b> |

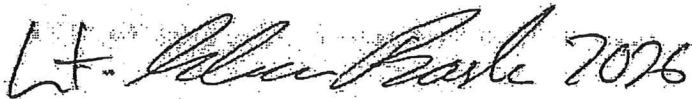
**NIBRS Computer**

|                        |                |
|------------------------|----------------|
| Desktop computer       | \$675          |
| LCD Monitor            | \$155          |
| Software and licensing | \$475          |
| <b>Total Cost</b>      | <b>\$1,305</b> |

**Total Cost 2020** **\$109,760**

Sincerely,

Lieutenant Shawn Barker 7026  
Administration



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REQUEST FOR COUNTY BOARD ACTION

|      |             |                                     |                    |
|------|-------------|-------------------------------------|--------------------|
| YEAR | <u>2020</u> | <input type="checkbox"/>            | Resolution Request |
|      |             | <input type="checkbox"/>            | Ordinance Request  |
|      |             | <input checked="" type="checkbox"/> | Report Request     |

Requestor/Originator: Finance Department - Brian Nelson

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)  
If a person is not in attendance the item may be held over. Brian Nelson

Does the County Executive know of this request: \_\_\_\_\_

If related to a position or position change, Does the Human Resources Director know of this request: \_\_\_\_\_

Does this request propose the expenditure, receipt or transfer of any funds? \_\_\_\_\_

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 8/19/2020 Date of County Board Meeting to be Introduced: \_\_\_\_\_

1st Reading:  1st & 2nd Reading:  \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:**

2020 2nd Quarter Racine County Accepted Donations

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

**THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.**



**JONATHAN DELAGRAVE**

Office of the County Executive

730 Wisconsin Avenue

Racine, WI 53403

262-636-3273

fax: 262-636-3549

jonathan.delagrave@racinecounty.com

August 7, 2020

To: Thomas Roanhouse  
Chairman, Finance and Human Resources Committee

From: Racine County Executive Jonathan Delagrave

Re: **2020 2<sup>nd</sup> Quarter Racine County Accepted Donations**

In compliance with Section 7-2c of the Racine County Code of Ordinances, I am hereby notifying you of those gifts and donations that I have accepted on behalf of Racine County between April 1, 2020 and June 30, 2020. Gifts of real estate are approved by the Board of Supervisors, and therefore not included on this list.

| <u>DONOR</u>                         | <u>DEPARTMENT</u>                       | <u>DONATION</u> |
|--------------------------------------|---|-----------------|
| Mabel Schumacher                     | Racine County K9 Hero                   | 500.00          |
| Emmerson/In-Sink-Erator              | Pritchard Park                          | 33,334.00       |
| Pro Golf Premiums, Inc               | Deputy Friendly                         | 250.00          |
| Keeping up Kids                      | Racine County Foster Care Sunshine Club | 200.00          |
| Hull Property Group                  | Racine County Foster Care Sunshine Club | 13.00           |
| Rachel Marsolek                      | Racine County Foster Care Sunshine Club | 50.00           |
| Debra Gimler Polewczynski            | Racine County K9 Hero                   | 100.00          |
| Gerald Zurawski                      | Senior Nutrition Program                | 250.00          |
| Disabled American Veterans Auxiliary | Racine Co VSO                           | 202.00          |
| Racine Community Foundation          | Meals on Wheels                         | 1,500.00        |
| Shane Ford                           | Meals on Wheels                         | 50.00           |
| Cortney Youngblood                   | ADRC                                    | 100.00          |
| Roy & Lindsey Saddy                  | Meals on Wheels                         | 30.00           |
| Casey Ann Moglia                     | Meals on Wheels                         | 50.00           |
|                                      |   | <hr/>           |
|                                      |   | \$36,629.00     |

I hope that you will join me in thanking all these donors, who have been so civic minded and generous.

Sincerely,

Jonathan Delagrave  
County Executive

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