

Jefferson County, Wisconsin
County Administrator Selection Process
Tuesday, April 30th, 2013

Candidate	Board Interview
Briefing	9:00 a.m. – 9:30 a.m.
Josh Smith	9:30 a.m. to 10:30 a.m.
Ben Wehmeier	10:45 a.m. to 11:45 a.m.
Chuck Kell	12:00 p.m. to 1:00 p.m.
Discussion - Lunch	1:00 p.m.

**Jefferson County
County Administrator Interviews
April 30, 2013**

1. The recent Strategic planning process identified that although the County could improve in communication, the majority of citizens felt that they were treated professionally and in an honest and trustworthy manner. So, unlike larger government in general, “the County does NOT have a significant burden of mistrust to overcome.” As County Administrator, what role would you play to preserve or improve the trust in County government, as difficult decisions may need to be made with budget constraints, such as cutting or reducing services? - DR
2. Explain a continuous quality improvement model that you are familiar with that you would consider implementing at Jefferson County. Why is it important?
3. How do you go about gathering information to put together a 5-year budget projection?
4. If the County Board provides you direction to move forward with an idea and develop applicable policy(s) – on what everyone knows will be a difficult subject – how do you approach the policy development process? How and when do you communicate with the County Board during the process?
5. Through your personal observations, you believe a County Supervisor is getting involved in administrative matters in a particular department. How do you approach this situation? Does it matter if the Department head share your concerns, or not?
6. How would you address a situation, if at all, if a Board Supervisor bypassed you as County Administrator and began directly interfering with departmental operations? JM
7. A Department Head is going around you directly to a County Supervisor for support on a particular project. You have supported an open communication style, but you have reason to believe that this Department Head is undermining your authority. What do you do, if anything?
8. A group of citizens is demanding that they meet with the County Board. They are angry about an issue that is impacting their interests. You happen to know one of the citizens through another experience and had very positive interactions in this prior situation. How do you intercede in a situation like this, if at all?
9. What three steps will you do to build credibility with the Jefferson County workforce?
10. What is a reasonable starting date for you?
11. What are your salary expectations?

12. We plan to conduct a background check; is there anything in your background that will be a problem for you and the County if discovered?
13. What is your past experience with bonding for a major building project or getting a bond resolution passed? – DJ
14. How would you deal with 30 Board Supervisors with diverse opinions? – John M
15. How do you diffuse conflict situations? Provide example. – Pam R.

JOSHUA SMITH

1. How can your experience from the Illinois State House benefit Jefferson County? *things learned, things to avoid, parallel issues?*
2. What is your weakest area of county government and how would you strengthen it?
3. By all accounts you were very successful as the Assistant to the County Administrator; what will you need to do differently in the County Administrator role that you did not need to do in the Assistant role?
4. An Elected Official is not happy with your decision and has threatened to appear in front of the County Board to over-ride your authority. What do you do in conflict situations like this?
5. As an analyst and researcher you will bring critical skills to this position. How will these skills help you to be successful in this role and how may they be a hindrance, if at all?
6. If offered the job what would be your long term commitment to Jefferson County?
7. How important is it to be involved in community events and building community relations in order to be successful in this position? – John M
8. How do you approach decision-making and how do you handle the tough decisions? - Pam R
9. Explain how you would deal with organizational transition. – John M

BENJAMIN WEIHEIMER

1. How can your JD degree benefit [or hinder] you in your success as County Administrator for Jefferson County?-jB
2. You worked with the National Guard with recovery efforts for both flooding and 2011 blizzard; issues which also can also greatly affect Jefferson County. Drawing on these experiences, how can you apply them to the role of county administrator? - jb
3. Describe specifically how you will educate yourself on the differences between city and county government and between the laws of Wisconsin and Illinois. du
4. The County has Elected officials that are Department Heads who are involved in essential functions of Jefferson County that do not report directly to you. How will you build effective working relationships with them and handle situations when an elected official may make a decision that you do not agree is in the best interest of the County? Du/tp
5. You mentioned in the first interview that you needed to learn more about Human Services programs. What specifically will you do to become confident in that area? Du
6. If offered the job what would be your long term commitment to Jefferson County?
7. How would you handle a situation where you discover a department head has violated a serious rule or law? – John M.
8. How would you deal with State and local government, particularly with state restriction? – John M
9. In your opinion, what have been important gains, as well as challenges, for counties with the implementation of Wisconsin's Act 10? - Pam R.

CHARLES KELL

1. You have an extensive background in some county government areas but a limited experience in Jefferson County's larger departments: highway, Health and Human Services, Law Enforcement. What would you do to grow in these areas both before coming to Jefferson County and within the first year of service?
2. You mentioned that you want to be the "face of Jefferson County". Our geographic location places us right between Madison and Milwaukee's media markets. But we receive very limited coverage; counties North and South seem to get more. How would you change this?
3. You are actively looking for a position in city or county government. If given a choice, which one do you prefer and why?
4. What was the reason(s) that caused the split between you and the (former) Village of Little Chute Board? What will you do to avoid a situation like that happening again?
5. At this stage in your career what are the most important considerations you want to make sure are in place before you accept what you anticipate to be your "final" professional position?
6. How do you approach decision-making and how do you handle the tough decisions? - Pam R

**Jefferson County, Wisconsin
County Administrator Interview
Second Round Presentation
April 30, 2013**

Presentation Scenario

County governments across the country, but especially in Wisconsin are addressing a multitude of complex challenges including identifying efficient and effective delivery systems, meeting citizen expectations, and sustaining and maintaining mandated programs and services. For the past few years, county governments have been faced with flat or declining budget levels. The County Board is faced with balancing taxpayer demands with staff and client needs. The federal and state governments are partners with you, but they are not in a position to provide immediate or long term sustained financial relief.

Jefferson County is in the early stages of preparing the 2014 budget. It is planned that the incoming County Administrator steps in immediately to assume a leadership role in the budget process. This will require you – at a minimum – to get up to speed on past practices, existing needs, financial policies and the 2014 Budget process and schedule. Early factors that will impact the 2014 budget process include, but are not limited to:

- Capital and facility needs
- Implementation of Act 10
- Affordable Health Care Act
- Impact of state legislative actions
- Minimal growth and development
- Anticipated zero levy increase

The Search Committee is asking that you prepare a 15 minute presentation. The presentation must address how you will provide immediate leadership to the budget process and the development of the 2014 budget working in partnership with the county staff, Committee's and the County Board. You may access financial information on the county's website and if you need any additional information, let us know.

After the presentation, the Search Committee will engage in a follow-up discussion with you. Each scenario is planned for 15 minutes of presentation and 15 minutes of discussion. Please prepare a handout to share with the Search Committee. Bring 12 copies to distribute. We will not be using any technology or formal Ppts. You may prepare the presentation and handout in any format you desire.

If at any time you have a question, please contact Dave at 612-202-2391 or dunmacht@springsted.com

AGREEMENT

This agreement made and entered into this 15th day of December 2010, by and between the County of Jefferson, State of Wisconsin, a municipal corporation (hereinafter "Employer"), and Gary R. Petre, County Administrator (hereinafter "Employee").

In consideration of the mutual covenants and promises contained in this agreement, Employer and Employee agree as follows:

Section 1. DUTIES. Employer hereby agrees to employ Employee as County Administrator for Jefferson County pursuant to § 59.18, Wis. Stats., to perform the functions and duties as specified in said section and to perform other legally permissible and proper duties and functions as the County Board shall from time to time assign, either directly or through the Administration and Rules Committee. Employee shall further perform the duties described in the County Administrator job description dated January, 2009, a copy of which is attached hereto and made a part hereof by reference.

The Employee agrees to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient county operations. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence and initiative in exercising the duties of this position.

The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. The Employee shall not engage in non-Employer connected business without the prior approval of the Administration and Rules Committee. Otherwise, the Administrator may engage in any pursuit that does not interfere with the proper discharge of such duties and responsibilities.

Section 2. TERM: The term of this contract shall commence April 1, 2011, and terminate March 31, 2013, except as provided herein. A resolution shall be submitted to the Jefferson County Board by December 11, 2012 on whether to renew this contract for two (2) additional years (April 1, 2013 through March 31, 2015) on the same terms and conditions except salary and benefit increases. If the resolution is defeated by December 11, 2012, then Employee will be terminated March 31, 2013. If the resolution is submitted by December 11, 2012, but neither approved nor defeated by December 11, 2012, or if no resolution on renewal of this contract is submitted to the County Board by December 11, 2012, this contract will automatically be renewed for one subsequent twelve (12) month period under the same terms and conditions, subject to salary and benefit increases.

However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, by a majority vote, with or without cause, subject only to Employer providing ninety days (90) days written notice to Employee of the intent to terminate the services of Employee if it is done

without cause. Nonrenewal through inaction shall be the equivalent of giving 90 days written notice of termination to the employee, effective as of the date of expiration previously set forth. In case of either expiration or termination without cause, the employee shall be paid out any accumulated and unused sick leave and vacation in accordance with the applicable provisions of the Personnel Ordinance. If the termination is based on cause, the Employee may be terminated forthwith by County Board action, and the Employee will be paid the equivalent of the number of work days in the subsequent 90 day calendar period. The Employer's obligation to pay the equivalent number of work days in the subsequent 90 day calendar period to the Employee shall be conditioned upon Employee executing and delivering to the Employer a full, final, and complete release of any and all claims that Employee may claim the Employee has against the Employer, 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 Counsel for the Employer. Employee shall not be required to release any pending Worker's Compensation claim nor shall Employee be required to release any claim that Employee may have as to entitlement for unemployment compensation benefits arising out of Employee's termination. The Employer may reject the release and is not obligated to pay out the 90 day payment or any accumulated and unused vacation or sick leave if the termination for cause is based in whole or in part on the commission of an unlawful act. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the County Board and signed by the parties.

Further, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign or retire at any time subject only to Employee providing ninety (90) days written notice of his or her intent to resign or retire.

Section 3. SALARY. In consideration for the services rendered the Employer will pay Employee an initial annual base salary equivalent to the top step of Non-Represented Pay Grade 23 and paid in the same manner as salaries of other county employees with annual step increases and annual wage adjustment for non-represented exempt employees as provided by the Personnel Ordinance and policies established by the County Board. Salary or benefits shall not be reduced during the term of this contract to a greater extent than for all other exempt employees.

Section 4. PERFORMANCE EVALUATION. The Administration and Rules Committee, with input from the County Board, shall review and evaluate the performance of Employee by October 25th each year. Annually the Administration Committee and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the county. A review and evaluation of the Employee shall be based on specific criteria as the Administration and Rules Committee and the County Board may from time to time determine, which criteria shall be communicated to the County Administrator.

Section 5. BENEFITS. Employee shall be entitled to such benefits as provided in the Personnel Ordinance and as otherwise established by the County Board for exempt employees, except for the following:

For calendar years 2011 and 2012: Employee shall be allocated twenty (20) days of vacation for each year, non-cumulative, effective January 1st of each year. For 2013, Employee shall be allocated ten (10) days of vacation effective January 1st. Any additional vacation days

in 2013 will be included as part of a new or extended employment contract, effective April 1, 2013. Use of vacation days not to exceed ten (10) consecutive days without the approval of the Administration and Rules Committee.

Random days will be prorated, according to policy, and then rounded up to the next whole day, for two days for 2013. Three (3) additional Random Days in 2013 will be allocated in accordance with Personnel Ordinances, as part of a new or extended employment contract, effective April 1, 2013.

Family health and dental coverage as currently provided to non-represented employees shall be available to the Employee at any time during the term of this contract, in accordance with Personnel Ordinances and State Health Care Plan rules and regulations.

Section 6. PROFESSIONAL DEVELOPMENT. The county shall budget and pay for the professional dues and subscriptions of Employee necessary for continuance and full participation in state, regional and national associations and organizations necessary and desirable for continued professional participation, growth and advancement, and for the good of the county, as approved in the annual budget.

Employee shall be entitled to travel expenses according to the Personnel Ordinance and policies established by the County Board.

Section 7. RESIDENCY. Employee shall not be required to maintain Residency within Jefferson County during the period of this contract.

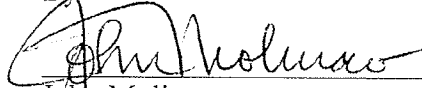
Section 8. PERSONNEL ORDINANCE. All provisions of this contract that are contrary to the Personnel Ordinance shall apply to this Employee and shall take precedence over the Personnel Ordinance.

Section 9. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties.

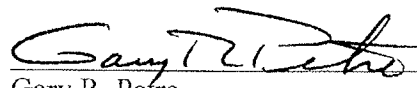
If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

JEFFERSON COUNTY

By



John Molinaro
County Board Chair
Dated: 12/17/10



Gary R. Petre
Employee
Dated: 12-17-10

Terri Palm

From: Phil Ristow
Sent: Monday, April 29, 2013 11:34 AM
To: 'dunmacht@springsted.com'
Cc: Terri Palm; John Molinaro; Paul Babcock; James Braughler; 'Rick L. Kuhlman (RickKuhlman@charter.net)' (RickKuhlman@charter.net); Jim Mode (grmadoc@ticon.net); Amy Rinard; Pam Rogers (psrogers66@yahoo.com) (psrogers66@yahoo.com); Donald Reese; Richard Jones
Subject: Jefferson County Administrator contract

Mr. Unmacht:

Regarding the potential contract for the new administrator to be hired, a few comments at the policy level as well as the detail of the prior contract:

- 1) Does the Committee want to continue with a contract at all? Prior to the Petre term, there was no contract. The statutory provisions of s. 59.18 controlled, together with the County Personnel Ordinance provisions as they related to compensation, benefits, etc.
- 2) In Section 1, the job description referred to is now from January, 2013.
- 3) The TERM provisions of Section 2 give rise to a number of issues. Cause is used as one standard for the basis of the process to follow upon a termination, although the statute cited above simply requires the Board to find the Administrator's performance "unsatisfactory" for termination. I construe finding performance is "unsatisfactory" as being employment at will, which is, by local ordinance, the standard that applies to all department heads. Perhaps much if not all of the contract cause language could/should be eliminated going forward.
- 4) Section 2 of the last contract also had a one year rollover/termination process if the contract was not renewed by a certain date. Will the base term be 2 years? Will the renewal process remain as is?

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