06-08-2022 Draft	
06-15-2022 Special Draft	
06-22-2022 Special Draft	
07-06-2022 Special Draft	
Resolution No	
Sheriff Funds Transfer memo	
Chapter 16. Purchasing Ordinance - Amended July, 2022	
Res No 14 (2022-2023) Bailiff Wages	
Res No 12 (2022-2023) 2022 Consortium Agreement for the Chief Elected	
Officials of the Fox Valley Workforce Development Area	
Res No 16 (2022-2023) Designated Public Safety Answering Point for	
Waupaca County	

# WAUPACA COUNTY FINANCE COMMITTEE MINUTES June 8, 2022

Supr. Federwitz called the meeting to order at 9:00 a.m. and gave the open meeting statement with the following members present: Supr. Federwitz, D. Johnson, G. Murphy and Neumann in person, Supr. Morack and Much attended via Zoom. Others present: Heidi Dombrowski, Mark Sether, Brent Wyland, Kristy Opperman, Diane Meulemans, and Sheriff Wilz. Supr. Koeppen and McClone were absent.

**REVIEW AND APPROVE AGENDA – MOTION:** Supr. Murphy moved and Supr. and Neumann seconded the motion to approve the agenda. Motion carried without a negative vote.

**MINUTES OF PREVIOUS MEETINGS – MOTION:** Supr. Johnson moved and Supr. Neumann seconded the motion to approve the minutes of the May 11, 2022 meeting. Motion carried without a negative vote.

Public Comment: None

- 1. Judicial Circuit Court
  - a. **Motion:** Supr. Murphy moved and Supr. Johnson seconded the motion to approve a Contingency Fund Transfer not to exceed \$5,500 for the purchase of 2 additional courtroom microphones. The motion carried without a negative vote.
- 2. Finance Director's Report Heidi Dombrowski
  - a. Motion: Supr. Johnson moved and Supr. Morack seconded the motion to accept Res.
     No. 10 (2022-2023) Donation Acceptance-Waupaca County Sheriff's Office Dive Team.
     The motion carried without a negative vote.
  - b. Heidi presented the American Rescue Plan Act of 2021 Updates. A Special Finance Committee meeting was scheduled for June 15<sup>th</sup> to review projects which were presented in the packet provided.
  - c. Heidi provided updated information about the option of securitizing the Opioid Settlement, she will provide additional information once available.
  - d. Heidi distributed and presented the 2023 Budget Manual and asked the committee for approval. **Motion:** Supr. Morack moved and Supr. Neumann seconded the motion to approve the 2023 Budget Manual. Motion carried without a negative vote.
  - e. She then reviewed the 2022 Budget Review report from May with the committee.
  - f. Monthly Vouchers. **Motion:** Supr. Neumann moved and Supr. Murphy seconded the motion to approve the monthly vouchers. Motion carried without a negative vote.
- **3.** Treasurer Report Mark Sether
  - a. Mark gave an update on the sales of both the Mead condo lots and the Foxfire lot parcels. Multiple bids were received. Mark gave an update on the In Rem properties. Mark attended a Conference and was able to give another update on Act 216 and information shared at the conference. The Merc building has been taken down and the site is being filled.
  - b. Mark reviewed; Investments, Tax Certificates, County Sales Tax, Interest on Delinquent Taxes, and Interest on Investments.

- 4. Information Technology Department Report Brent Wyland
  - a. Brent reviewed items that he presented to the IT Committee which included approval of a 5 year CIP, current projects and a staff update.
  - b. Monthly bills: **Motion:** Supr. Neumann moved and Supr. Murphy seconded to approve the May 2022 monthly bills. Motion carried without a negative vote.
- 5. Human Resource Department Report was emailed to the committee prior to the meeting.
- **6.** County Clerk Kristy Opperman
  - a. County Board Claims: Per Diem & Mileage Allowance for the month of May came to a total of \$15,160.99. Motion: Supr. Johnson moved and Supr. Neumann seconded the motion to approve the per diem and mileage expenses. Motion carried without a negative vote.
- 7. Supervisors Reports No Reports
- 8. Next meeting date: Special Finance, June 15, 2022
- 9. Supr. Much moved to adjourn. Chair Federwitz declared the meeting adjourned at 9:54 a.m.

Kristy K. Opperman County Clerk

# WAUPACA COUNTY FINANCE COMMITTEE MINUTES June 15. 2022

Supr. Federwitz called the meeting to order at 9:45 a.m. and gave the open meeting statement with the following members present: Supr. Federwitz, D. Johnson, G. Murphy, Morack, Co. Brd. Chair Koeppen, and Neumann in person, Supr. Much attended via Zoom. Others present: Heidi Dombrowski, Jesse Cuff, Jeff Mirkowski, Ryan Brown, Amanda Welch, Mark Sether, Carl Artz, Kristy Opperman, Diane Meulemans, Brian Haase, Casey Beyersdorf, and Ted Phernetton. Melissa Meschke also attended via Zoom.

**REVIEW AND APPROVE AGENDA – MOTION:** Supr. Morack moved Supr. Murphy seconded the motion to approve the agenda. Motion carried without a negative vote. Chair Federwitz then informed the committee and attendees that the meeting would adjourn at 11:45 a.m. and reconvene to continue the discussion at a future planned meeting.

Public Comment: None

- American Rescue Plan Act of 2021 Project Discussion Heidi Dombrowski provided a memo from The Deputy Secretary of the Treasury and gave an overview of the current information available. The following projects were then presented and discussed.
  - a. Jesse Cuff, Veterans Service Officer and Melissa Meschke
    - i. Operations Veteran Connection
    - ii. Central WI CVSO Small Business Project
  - b. Jeff Mikorski, Economic Development Director and Ryan Brown, Planning & Zoning Director
    - i. Advertising & Marketing Enhancement for County
    - ii. Regional Events Coordinator(s)
    - iii. Transportation Initiative Micro-Transit System
    - iv. Revolving Loan Fund Capital for Small Businesses
  - c. Ryan Brown, Planning & Zoning Director and Heidi Dombrowski, Finance Director
    - i. County-wide Grant Writer
    - ii. Child Care Initiative
- 2. Next meeting date: Special Finance, June 22, 2022 at 9 a.m. in the back of Room 1068
- **3.** Supr. Koeppen moved to adjourn. Chair Federwitz declared the meeting adjourned at 11:45 a.m.

Kristy K. Opperman County Clerk

# WAUPACA COUNTY FINANCE COMMITTEE MINUTES June 22, 2022

Supr. Federwitz called the meeting to order at 9:00 a.m. and gave the open meeting statement with the following members present: Supr. Federwitz, D. Johnson, G. Murphy, Morack, Neumann, McClone and Co. Brd. Chair Koeppen in person, Supr. Much attended via Zoom. Others present: Heidi Dombrowski, Ryan Brown, Amanda Welch, Ron Hansen, Carl Artz, Kristy Opperman, Diane Meulemans, Brian Haase, Casey Beyersdorf, Chris Carlin and Ted Phernetton.

**REVIEW AND APPROVE AGENDA – MOTION:** Supr. Koeppen moved Supr. Neumann seconded the motion to approve the agenda. Motion carried without a negative vote.

Public Comment: None

- American Rescue Plan Act of 2021 Project Discussion The following projects were presented and discussed.
  - c. Ryan Brown Planning and Zoning
    - iii. Broadband Expansion Project Local Match
  - d. Amanda Welch Human Resources Director
    - i. Premium Pay
  - e. Brian Haase Land & Water County Conservationist
    - i. Harvestable Riparian Buffers for Phosphorus & Sediment Reduction
    - ii. Well Testing for Nitrates and Bacteria in Private Wells
  - f. Brent Wyland Information Technology
    - i. CIS Albert Network Monitor Network Intrusion Detection
    - ii. KnowBe4 CyberSecurity Training
  - g. Ron Hansen County Treasurer
    - i. Drop / Lock Box
  - h. Ted Phernetton Health & Human Services Director
    - i. Aging & Disability Resource Unit Relocation
  - i. Carl Artz Sheriff
    - i. Patrol Car Radios
    - ii. Sally Port Remodel / Addition
  - j. Casey Beyersdorf Highway Commissioner
    - i. Equipment Purchases
- 2. American Rescue Plan Project Prioritization: The committee discussed the struggles and importance of prioritization. For each project decided on a resolution is needed to be presented to the full board. The committee was not able to make a prioritization and will reconvene at another special meeting.
- 3. Next meeting date: Special Finance, July 6, 2022 at 9 a.m. in the back of Room 1068
- **4.** Supr. Koeppen moved to adjourn. Chair Federwitz declared the meeting adjourned at 10:15 a.m.

Kristy K. Opperman County Clerk

# WAUPACA COUNTY FINANCE COMMITTEE MINUTES July 6, 2022

Supr. Federwitz called the meeting to order at 9:30 a.m. and gave the open meeting statement with the following members present: Supr. Federwitz, D. Johnson, G. Murphy, Morack, Neumann, McClone Supr. Much and Co. Brd. Chair Koeppen. Others present: Heidi Dombrowski, Ryan Brown, Amanda Welch, Ron Hansen, Carl Artz, Kristy Opperman, Diane Meulemans, Brian Haase, John Francis, and Brent Wyland.

**REVIEW AND APPROVE AGENDA – MOTION:** Supr. Morack moved Supr. Koeppen seconded the motion to approve the agenda. Motion carried without a negative vote.

Public Comment: None

- 1. American Rescue Plan Project Prioritization: The committee was presented with a list of the proposed projects which were presented which showed the projects prioritization according to the categories laid out by APRA use standards.
  - I. Premium Pay: **Motion:** Supr. Murphy moved and Supr. Morack seconded the motion to allocate ARPA funds in the amount of \$425,000 towards Premium pay and revert the decision back to Human Resources Committee. Motion carried with 1 negative vote.
  - II. Economic Impact: **Motion:** Supr. Morack moved and Supr. Neumann seconded the motion to allocate ARPA funds for the following projects with amounts as indicated; Transportation Initiative \$200,000.

Central WI CVSO Small Business Projects - \$150,000

Child Care Initiative Programs - \$1,532,700

Revolving Loan Fund Capital for Small Businesses - \$500,000

Broadband Project - \$1,000,000

Advertising and Marketing Enhancement for the County - \$200,000

Drinking Water - \$131,900

Motion carried without a negative vote. The committee asked for clarification on Operations Veterans Connection and Regional Events Coordinator.

- III. County Grant Writer: **Motion:** Supr. Morack moved and Supr. Much seconded the motion to allocate ARPA funds in the amount of \$258,000 for to pursue County Grant Writer position. The motion carried without a negative vote.
- 2. Next meeting date: July 13, 2022 at 9 a.m. in the back of Room 1068
- **3.** Supr. Koeppen moved to adjourn. Chair Federwitz declared the meeting adjourned at 10:39 a.m.

Kristy K. Opperman County Clerk

#### **Resolution No. 13 (2022-23)**

**Subject:** Donation Acceptance – Waupaca County Sheriff's Office

**WHEREAS**, Waupaca County's policy requires resolution by the County Board of Supervisors to accept donations over \$1,000; and

**WHEREAS**, Waupaca County has received a donation in the amount of \$3,117.00 from Bank First for the purpose of supporting the Waupaca County Sheriff's Office Dive Team.

**NOW, THEREFORE, BE IT RESOLVED** that the Waupaca County Board of Supervisors accepts \$3,117.00 from Bank First for the purpose of supporting Waupaca County Sheriff's Office Dive Team.

Fiscal Note: The amount of \$3,117.00 will be placed in a donation restricted account.

Passed this	day of	, 2022
Ayes	Nays	
ATTEST:		
Kristy K. Oppe Waupaca Coun		
ADDROVED	C TO FORM	
APPROVED A	S 10 FORM:	
Diane L. Meule	emans, Corporation	Counsel

THE LAW ENFORCEMENT COMMITTEE	RECOMMENDED FOR INTRODUCTION BY THE WAUPACA COUNTY FINANCE COMMITTEE

# WAUPACA COUNTY SHERIFF'S OFFICE



# Sheriff Timothy R. Wilz Chief Deputy Carl M Artz



Thursday, July 7, 2022

#### **MEMORANDUM**

To: Waupaca County Law Enforcement and Finance Committee's

From: Waupaca County Sheriff's Office

Subject: Contingency Transfer for Voice Products

This memo is to explain our purpose for the request of funds to be transferred from the Sheriff's Office to the contingency fund for the purchase of hardware and cameras that is outdated and will no longer be supported as of January 1, 2023. The cost of this purchase will be \$8,230.00, and will be purchased through Voice Products.

These cameras and hardware record 4 of our interview rooms, however we will be moving to only having 3 rooms used for recording. The current equipment is 7-8 years old, so the replacement is very important before they are not supported any longer.

Please see the handouts provided with this memo. If you have any further questions don't be afraid to contact Detective Captain Julie Thobaben at 715-258-4466.

Purpose
Application
Administration
<b>Purchasing Agent</b>
<b>Public Works Projects</b>
Source Selection
<b>Contract Management</b>
<b>Debarment or Suspension</b>
<b>Ethics in Public Contracting</b>
<b>Records Retention</b>
Sale of Surplus Property
Repeal of Prior Ordinance
<b>Effective Date</b>

#### **Section 16.01 Purpose**

The purpose of this Ordinance is to provide for a fair, accountable, and transparent public procurement system in Waupaca County implemented in compliance with Federal Law, State Statute, Wisconsin Administrative Code, and County Board policy, maximizing efficiency with the use of public funds and establishing a consistent public purchasing process that meets high standards of integrity.

#### **Section 16.02 Application**

This Ordinance applies to contracts for the procurement of supplies, equipment, materials, labor, vehicles, machinery, services, and construction entered into by the County after the effective date. It shall apply to every expenditure of public funds by a public agency for public purchasing regardless of its source. When the procurement involves purchases from another governmental entity or the expenditure of Federal or State assistance or contract funds, the procurement shall be conducted in accordance with any applicable Federal or State laws or regulations not reflected in this Ordinance. Nothing in this Ordinance shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest, which are otherwise consistent with law.

#### **Section 16.03 Administration**

The provisions of this Ordinance duly adopted shall be administered and supervised by the Finance Director with guidance from the Finance Committee.

# **Section 16.04 Purchasing Agent**

- (1) Appointment. Per Wis. Stats. § 59.52(9), the Purchasing Agent(s) shall be:
  - a. Highway Commissioner or his/her designee for Highway Operations
  - b. Finance Director or his/her designee for all other County Operations
- Authority and duties. The Purchasing Agent shall serve as the principal public purchasing official for the County and shall be responsible for the procurement, as well as the management and disposal of supplies, equipment, materials, labor, vehicles, machinery, services, and construction in accordance with this Ordinance. The Purchasing Agent shall purchase or supervise the purchase and shall sell, trade or otherwise dispose of all supplies, equipment, materials, labor, vehicles, machinery, materials, and construction needed by the County. The Purchasing Agent may establish operational procedures relating to the execution of the Purchasing Agent's duties.

# Section 16.05 Public Works Projects

In accordance with Wisconsin Statutes §§ 66.0901 and 59.52(29), all public work, including any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed \$25,000 must be competitively bid and must be awarded to the lowest responsible, responsive vendor without regard to the vendor's location.

The Board shall file a Class 1 notice before contracting with a person qualified as a bidder for public works contracts estimated to have a total cost between \$5,000 and \$25,000.

Department Heads and standing committees may at her/his/its discretion request the use of sealed bid process as noted in Section 16.06(1) if it is determined to be advantageous for the County to do so for Public Works Projects below the \$25,000 threshold.

Public Emergencies: The above requirements for public works are not mandatory for the repair or reconstruction of public facilities when damage or threatened damage creates an emergency, as determined by resolution of the County Board, in which the public health or welfare of the County is endangered. A notice pursuant to Wisconsin Statutes § 59.52(29) must be prepared as required and, in an emergency, the procedures followed as provided in this same section as in effect at any given time.

#### **Section 16.06 Source Selection**

# (1) Competitive Sealed Bidding

(a) Conditions for use. All contracts of the County shall be awarded by competitive sealed bidding, except as otherwise provided in subsections (2), (3), (4), (5), and (6) of this Section.

- (b) Invitation for bids. An invitation for bids shall include specifications and all contractual terms applicable to the procurement.
- (c) Award. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible, responsive bidder whose bid conforms to all the material terms and conditions of the invitation for bids. Contracts at or above \$25,000 shall be approved by the County Board of Supervisors. For contracts below the \$25,000 threshold, the County Board of Supervisors delegates this approval authority to the committee of jurisdiction.

# (2) Competitive Sealed Proposals

- (a) Conditions for use. When the Purchasing Agent, in consultation with the Department Head, determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposal method described in this subsection.
- (b) Request for proposals. Proposals shall be solicited through a request for proposal.
- (c) Award. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration past performance, price, and evaluation factors set forth in the Request for Proposals. Contracts at or above \$25,000 shall be approved by the County Board of Supervisors. For contracts below the \$25,000 threshold, the County Board of Supervisors delegates this approval authority to the committee of jurisdiction.

### (3) Small Purchases

- (a) Any purchase not exceeding \$50,000 may be made in accordance with small purchase procedures; however, purchases shall not be artificially divided as to constitute a small purchase under this section.
- (b) Purchases less than \$5,000 do not require a quote, bid, requisition or purchase order. Purchases under this section may be initiated and completed by Department Heads and every effort shall be made to evenly distribute these purchases to qualified suppliers. Departments are strongly encouraged to utilize the Central Services Division in the County Clerk's office for use of county-wide purchasing contracts. These items may include, but are not limited to, office supplies, office equipment, office furniture, and janitorial supplies.
- (c) Purchases between \$5,000 and \$50,000 except as otherwise provided for by subsections (4), (5), and (6) (a) of this Section, require written quotations from at least three vendors, if available, for all purchases. The name of the vendor and date and amount of quotation shall be recorded and maintained as a public record. The County's designated Purchasing Agent(s) will assist departments in this process.

State of Wisconsin Vendor Net System or any other group purchasing network contract may be obtained as one of the required quotes for types of purchases in this category.

(d) Nothing in the Small Purchases subsection prohibits Department Heads and standing committees to request the use of the sealed bid process as noted in Section 16.06(1), if it is determined to be advantageous for the County to do so.

#### (4) Sole Source Procurement

A contract may be awarded without competition when the Purchasing Agent determines in writing, after conducting a good faith review of the available sources, that there is only one source for the required supply, equipment, materials, labor, vehicles, machinery, service, or construction item and when allowed by law.

# (5) **Emergency Procurements**

Upon declaration of an emergency in accordance with <a href="Chapter 323">Chapter 323</a> of the Wisconsin <a href="Statutes">Statutes</a> and Chapter 5 of Waupaca County Code of Ordinances, the Emergency Management Director and Finance Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety, if allowed by law, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the vendor contractor shall be included in the contract file and forwarded to the Purchasing Agent.

#### (6) Purchases of Professional Services

- (a) Professional services purchased from independent contractors such as attorneys, auditors, consultants, counselors, medical professionals, other treatment services and foster care shall be specifically exempted from other sections of the purchasing ordinance. In no event shall a Department or the County Board be required to accept the lowest cost proposal; however, contract shall be entered with the vendor that is most advantageous to the County.
- (b) Professional services purchased from independent contractors for architectural and engineering related to public works projects shall be purchased using the competitive sealed proposal and award process set forth in 16.06(2) above.

#### (7) Grant Funded Purchases

Unless specifically prohibited by the granting authority, grant funded purchases must be administered through a contractual agreement between the County and the party providing the service. The Department Head is responsible to comply with the grant regulations when grant funds are used for purchases.

# (8) Information Technology Systems Equipment and Software Purchases

All purchases for information technology equipment or software must have prior approval from the Information Technology Director, regardless of purchase price. This is to ensure the compatibility of the requested equipment with the Local Area Networks (LANs) installed within county facilities.

# **Section 16.07 Contract Management**

- (1) Purchasing Contracts Except for contracts in subsections (3), (4), and (5) of this Section, all purchases greater than \$50,000 obtain signatures of the County Board Chairperson. An agreement with Waupaca County is not valid and binding upon Waupaca County unless signed by the County Board Chairperson and/or Vice Chair or County Clerk. Purchases under \$50,000 are left to the Department Head responsible for the project to determine whether the County Board Chairperson needs to sign the contract. All purchasing contracts shall be reviewed and approved by the County's Corporation Counsel prior to execution of the contract.
- (2) Lease or Rental Agreements or Contracts A lease or rental agreement may be entered into provided it is determined to be in the best interest of the County, and all conditions for renewal and costs of termination are set forth in the lease. Where the County has an option to lease, rent, or purchase an item, a written analysis will be prepared by the Finance Director supporting the County's decision to lease, rent, or purchase. Lease or rental agreements shall follow the procurement requirements of this Ordinance. All lease or rental agreements must be submitted to the Finance Director upon execution.
- (3) Service Contracts, Health & Human Services Department The Health & Human Services Department shall purchase services in accordance with procedures set forth in Wisconsin Statute§ 46.036. The Health & Human Services Department shall circulate rules and procedures governing purchases of services for the Health & Human Services Department and shall submit such procedures to the Health & Human Services Board for approval. The Health & Human Services Department shall submit all contracts to Corporation Counsel for review and approval prior to entering into contracts.
- (4) Construction and Maintenance of Streets and Highways Pursuant to Wisconsin Statute §83.035, Waupaca County through the Highway Commissioner, through the Highway Committee is authorized to enter into time and material or fixed price contracts with cities, villages and towns within the County borders. Projects involving County Highway contracts entered into by the County Highway Committee under this section or Wis. Stat. §83.04 (1) are exempt from competitive bidding requirements.
- (5) Intergovernmental Contract Agreements Contract Agreements by and between the State of Wisconsin and Waupaca County in which the County provides a service and the

State of Wisconsin reimburses the County up to the amount of the contract for expenditures to provide the service are not subject to the provisions of this Ordinance.

- (6) Employee Related Benefits and Insurance Coverage Contracts Contracts for employee benefits and insurance coverages shall not be subject to the provisions of this Ordinance; however, these contracts shall be reviewed with appropriate standing committees on an annual basis. The Human Resources Director, with approval from the standing committees, shall be authorized to renew contracts for employee benefits and insurance coverages without a procurement process if it is determined to be in the best interest of the County.
- (7) Contract Changes If during the term of a contract, any party wishes to change the contract terms, the changes must be agreed to in writing and signed by all interested parties. The Purchasing Agent shall approve all contract changes on behalf of the County. Changes to contract that affect the County budget shall cause adjustments to the County budget in accordance with the County's Budget Adjustment Request Policy.
- (8) Contracts with No Funds Involved Any contract which does not require the expenditure of County funds, but which legally bind obligations for one year or less on the part of the County, shall not be executed until approved by Committees of Jurisdiction. Such contracts exceeding one year, but not more than three years, shall be approved by majority vote of the County Board of Supervisors.
- (9) Contract Length and Renewals Except as specified in (10) below, Contracts for procurement may be bid for a duration not in excess of three (3) years where costs for years after the first year are specified or are established on a percentage basis over the first year.
- (10) Contracts Related to Real Property Real property contracts to which the County is lessor or lessee, landlord or tenant may be entered into for a duration not to exceed five (5) years where costs for years two (2) through (5) are specified or established on a percentage basis over the first year's cost. Options to renew must be in increments of five (5) or less years and contain an option for the County to terminate the contract for any reason prior to exercising the renewal option. The maximum total duration of real property contracts is four terms.

#### **Section 16.08 Debarment or Suspension**

The County will not select any contractor that is suspended or debarred from doing business with any Federal agency. The Purchasing Agent will search the System of Award website (SAM), or any other federally endorsed website to determine eligibility for contract award prior to recommending the award.

The County may also maintain a list of contractors that it chooses to suspend or debar. After reasonable notice to the person involved and reasonable opportunity for that person to provide

rebuttal or any other documentation, the Finance Director and Corporation Counsel are authorized to debar a person for cause from consideration for award contracts. The debarment shall not be for a period of more than three years. The Finance Director is authorized to debar a person for award of contract if there is probable cause to believe that the person engaged in any activity that might lead to debarment. The cause for debarment include any one of the following:

- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of each contract or subcontract;
- (2) Conviction under State and Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating lack of business honesty which currently, seriously and directly affects responsibility as a County contractor;
- (3) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action;
- (5) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
- (6) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that the failure to perform or unsatisfactory performance caused by acts beyond the control of contractor shall not be considered basis for debarment;
- (7) Any other causes the Purchasing Agent determines to be as serious and compelling as to affect responsibility as a County contractor; or
- (8) For violation of Waupaca County Ethics Code Chapter 2.

# **Section 16.09 Ethics in Public Contracting**

#### (1) Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of state criminal law, they shall be punishable as provided. Such penalties shall be in addition to the civil sanctions set forth in this section. Criminal, civil, and administrative sanctions against employees or nonemployees, which are in existence on the effective date of this Ordinance, shall not be impaired.

# (2) Elected Official And Employee Conflict Of Interest

Any elected official or employee of the County shall not participate directly or indirectly in a procurement when:

- (a) the elected official, employee, or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
- (b) any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

#### (3) Gratuities and Kickbacks

- (a) Gratuities. An elected official or employee may not solicit, demand, or agree to accept from another person a gratuity of any value or an offer of employment in connection with any decision, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement in a contract or subcontract, or to any solicitation or proposal therefor.
- (b) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

# (4) Contingent Fees

It shall be unethical for a person or to retain a person to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business and selling real estate.

# (5) Contemporaneous Employment

It shall be unethical for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the county.

## (6) Use or Disclosure of Privileged Information

It shall be unethical for any employee or elected official to use or disclose privileged information regarding the County procurement process for actual or anticipated gain of the employee or any member of the employee's immediate family.

# (7) Personal Purchases

Elected official and employees are prohibited from purchasing items for personal use, even if reimbursement is made to the County for the cost of the purchase.

# (8) Sanctions

- (a) Employees. The County Board may impose sanctions on employees for violation of the ethical standards in this section up to and including termination, and further may seek additional damages or criminal prosecution if warranted.
- (b) Nonemployees. The County Board may impose sanctions on any nonemployee for violations of the ethical standards in this section, up to and including termination of contract and/or debarment or suspension as provided in Section 16.08 above and further may seek additional damages or criminal prosecution if warranted.

#### **Section 16.10 Records Retention**

The County will maintain records sufficient to document the history of each procurement. Retention of any bid documents, proposals, specifications, responses to requests for bids or proposals, contracts, requisitions, purchase orders, quotations written or verbal, invoices for payment, any documentation supporting these documents and written approval of any of these items shall be retained in accordance with the County's records retention schedule.

# **Section 16.11 Sale of Surplus Property**

When personal property owned by the County of Waupaca no longer serves any useful purpose in the department in which it is located, the Purchasing Agent shall first determine whether any other County department or agency needs such property. In the event any department or agency of the County can no longer use such property, the Purchasing Agent shall determine if such property should be offered for public sale and sell such property if sale is determined to be appropriate. If the Purchasing Agent determines that the property has no resale value or that the resale value may be less than the costs associated with selling the property, the Purchasing Agent may authorize that the property be properly disposed of as trash, refuse or recycled material. The Purchasing Agent shall determine a method of public sale or disposition of each item. Sale proceeds, net of related sales costs, shall be deposited by the authorized selling employee with the County Treasurer. In regards to surplus property originally acquired through state and federal grants, due diligence shall be required to determine whether those net sale proceeds must be returned to the state or federal government.

# **Section 16.12 Repeal of Prior Ordinance**

Any Ordinance in conflict herewith shall be repealed upon the effective date of this Ordinance.

#### **Section 16.13 Effective Date**

This Ordinance shall be effective upon passage and publication.

# **RESOLUTION NO. 14 (2022-2023)**

**SUBJECT: Circuit Court Bailiff's Wages** 

**WHEREAS**, the wages for the position of Waupaca County Bailiff were last adjusted in 2017; and

WHEREAS, an adjustment is necessary to retain existing staff and recruit for future staff; and

WHEREAS, placing part-time bailiff wages on the countywide wage schedule would provide for more flexibility in starting wages, take into consideration an individual's applicable experience, provide an essential service to Waupaca County Circuit Courts, and allow for future potential annual adjustments therefore keeping the wage schedule more reflective of the current market.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Waupaca County Board of Supervisors does hereby repeal Resolution No. 16 (2017-2018) and approve the position of bailiff to be compensated at Labor Grade 1 on the County's wage schedule.

Passed this 19th day of July 2022	RECOMMENDED FOR INTRODUCTION BY: WAUPACA COUNTY FINANCE COMMITTEE	
Ayes Nays		
ATTEST:		
Kristy K. Opperman Waupaca County Clerk		
APPROVED AS TO FORM:		
	<del></del>	
Diane L. Meulemans		
Corporation Counsel		

#### Resolution No. 12 (2022-2023)

Subject: Consortium Agreement for the Chief Elected Officials of the Fox Valley Workforce Development Area

**WHEREAS**, Waupaca County participates in the Fox Valley Workforce Development Area under §66.0301(2) Wis. Stats; and,

**WHEREAS,** the Fox Valley Workforce Development Area's purpose is to increase occupational skills, employment, job retention and earnings, and as a result, improve the quality, reduce welfare dependency and enhance the productivity and competitiveness of the workforce within Waupaca County and the other counties who are members; and,

WHEREAS, the current Consortium Agreement between the Counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago Counties has expired and requires renewal. The new Consortium Agreement is attached.

**NOW, THEREFORE, BE IT RESOLVED:** the Waupaca County Board of Supervisors authorizes Chairman Dick Koeppen to execute the Consortium Agreement for the Chief Elected Officials of the Fox Valley Workforce Development Area on behalf of Waupaca County for the fiscal year beginning July 1, 2022.

Passed this day of, 2021	RECOMMENDED FOR INTRODUCTION BY
Ayes Nays	THE WAUPACA COUNTY FINANCE COMMITTEE
ATTEST:	
Kristy K. Opperman Waupaca County Clerk	
APPROVED AS TO FORM:	
AFFROVED AS TO FORM.	
Diane L. Meulemans, Corporation Counsel	



# CONSORTIUM AGREEMENT FOR THE CHIEF ELECTED OFFICIALS OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA FISCAL YEAR BEGINNING 7/1/22

This Agreement is made and entered into by and between the Counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago in the State of Wisconsin (hereinafter "the Counties).

#### WITNESSETH:

**WHEREAS**, Sec. 66.0301(2) of the Wisconsin Statutes provides that "...any municipality may contract with other municipalities, for . . . the joint exercise of any power or duty required or authorized by law."

WHEREAS, Sec. 66.0301(2) of the Wisconsin Statutes titled "Intergovernmental Cooperation" authorizes counties to make the most efficient use of their power by cooperating with each other on the basis of mutual advantage and thereby provide job training and related services in the manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Counties have a mutual interest in forming a single purpose Workforce Development Area (WDA), as defined in Public Law 113-128, of the Federal Workforce Innovation and Opportunity Act of 2014 (hereafter referred to as WIOA) to increase occupational skills, employment, job retention and earnings, and as a result, improve the quality, reduce welfare dependency and enhance the productivity and competitiveness of the workforce within the boundaries of the units of counties that are parties to this Agreement;

WHEREAS, the chief elected officials of the Counties participating in this Agreement have been previously authorized by their respective County Boards of Supervisors to create the Fox Valley Workforce Development Area under Sec. 66.0301(2), Wisconsin Statutes, and to participate as active partners, pursuant to Section 107(c)(1)(B), in the provisions of said Public Law 113-128;

WHEREAS, the County Board of Supervisors of each of the aforementioned counties has adopted a resolution authorizing the County Board Chairperson, the County Executive or other Authorized Representative to sign this "Agreement of the Fox Valley Wisconsin Counties Consortium under the Workforce Innovation and Opportunity Act (Public Law 113-128)" (hereinafter, the "Agreement"):

**NOW, THEREFORE,** in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the Counties do hereby agree to the following Agreement:

#### **AGREEMENT**

That the Counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago, under Sec. 66.0301(2) Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section 107 (c)(1)(B) of Public Law 113-128, the Workforce Innovation and Opportunity Act.

The Chief Elected Officials (the chairpersons of the County Board of Supervisors or County Executives or the designees of said officials) of the Counties in the above paragraph shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under Section 107(c)(1)(A) of the Act.

- **I. PURPOSE**: The Purpose of this Agreement shall be to:
  - A. Enable the Counties to organize a Workforce Development Area (WDA) as described in Sec. 106 of Public Law 113-128, the Workforce Innovation and Opportunity Act of 2014, which:
    - 1. is comprised of two or more units of local government
    - 2. will promote and coordinate effective delivery of job training services within the aforesaid Counties; and
    - 3. is consistent with labor market areas or areas in which related services are provided under other State and Federal Programs.
  - B. Enable chief elected officials from the Counties entering into this Agreement to appoint members to a local Workforce Development Board (WDB) under Section 107(c)(I)(B)(i)(I) of the Workforce Innovation and Opportunity Act; and
    - 1. determine procedures for the development of a Local Plan, pursuant to Section 107(d) of the WIOA, and interface with the WDA by such methods or institutions as may be provided in such agreement;
    - 2. select a grant recipient, if other than the Chief Elected Official as stated in Section 107(d)(12)(B)(i) of the WIOA, and/or an entity to administer the Local Plan; and
    - 3. other functions and tasks as appropriate.

#### II. ADMINISTRATION & GOVERNANCE

The Counties participating in this Agreement select the County Executives of Fond du Lac and Winnebago Counties and the County Board Chairpersons/other duly appointed representatives of Calumet, Green Lake, Waupaca and Waushara Counties to be their authorized representatives, also referred to as Chief Elected Officials (CEOs), to serve as the WDA4 County Consortium. The Consortium shall approve the Local Plan (or modifications); jointly submit such a plan (or modifications) along with the local WDB to the Governor for approval; and carry out other responsibilities for the Counties in accordance with their agreement with the local WDB.

A. Meetings. The CEO Consortium shall establish the time, place and date of its meetings.

1. <u>Notices.</u> All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered electronically, faxed, or mailed to the Counties at the following addresses, subject to the Wisconsin Open Meeting Law:

Board Chairperson Calumet County Courthouse 206 Court Street Chilton, WI 53014-1198

Board Chairperson Green Lake County Courthouse 571 County Road A Green Lake, WI 54941-3188

Board Chairperson Waushara County Courthouse Box 898 Wautoma, WI 54982 County Executive
Fond du Lac County Courthouse
City/County Government Center
160 S. Macy Street
Fond du Lac, WI 54935

Board Chairperson Waupaca County Courthouse 811 Harding Street Waupaca, WI 54981-0354

County Executive
Winnebago County Courthouse
P.O. Box 2808
Oshkosh, WI 54903-2808

#### B. Officers: Chairperson, Vice-Chairperson, Secretary

Each County Executive or Chairperson, or their designees, will serve as officers of the Consortium. Rotation of officers will be based upon alphabetical order of the names of the Counties for two year terms. The first Chairperson shall be from Calumet County, the Vice-chairperson from Fond du Lac County and the Secretary from Green Lake County. The order of succession from thereon shall be that the Vice-Chairperson shall be elevated to Chairperson, the Secretary shall be elevated to the Vice-Chairperson, and the Secretary shall be appointed from the county which is next in the alphabetical order. After serving as Vice-Chairperson, if a County is unable or unwilling to serve as the Chairperson of the CEOs, that County may request that the Consortium appoint the current Secretary as Chairperson. The Vice-Chairperson and/or Secretary shall then be appointed from the Counties which are next in the alphabetical order. The Chairperson may appoint a staff person of one of the consortium member counties or the administrative entity to serve as board clerk. Vacancies shall be filled by election for the remainder of the unexpired term.

Officers of the CEO Consortium and their responsibilities are as follows:

- 1. The Chairperson of the Consortium will preside over all meetings and shall be the Chief Elected Official (CEO) for purposes of the Workforce Innovation and Opportunity Act. This person shall have signatory authority and authority to speak for the consortium in all matters regarding the WIOA. The term of this designation shall be identified.
- 2. The Vice-Chairperson will preside over meetings in the absence of the Chairperson.
- 3. The Secretary will ensure proper notice of all meetings of the Consortium, the keeping of minutes for the Consortium meetings and circulate those minutes as directed by the

Consortium. In the absence of the Chairperson and Vice- Chairperson, the Secretary shall perform the duties of the Chairperson.

- 4. The Chairperson may appoint a staff person of one of the consortium member counties, otherwise the administrative entity shall serve as clerk. In the absence of FVWDB staff, the clerk performs the duties of the secretary.
- 5. Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.

#### III. TERM

This Agreement shall be reviewed annually and renewed unless the Counties choose to terminate pursuant to Section VII herein, or termination of Public Law 113-128, the Workforce Innovation and Opportunity Act of 2014.

#### IV. POWERS

The Counties participating in this Agreement shall have the power to:

- A. The Consortium shall appoint the Workforce Development Board (WDB) of the area, in accordance with the requirements of 29 U.S.C. 3122(b) and 3122(c)(1)(B) (WIOA Sections 107(b) and (c)(1)(B)) and applicable rules thereunder, and consistent with any procedures set forth in Attachment A that may be adopted by the Consortium. When a vacancy occurs on the Board in a position representing a particular county, the Chief Elected Official for that county shall be entitled to select the qualified replacement member and the CEO shall facilitate appointment of that member to the Board.
- B. Select an individual or individuals as their Authorized Representative (CEO) to approve the Local Plan (or modifications) and jointly submit such plans (or modifications) to the Governor for approval as set forth in Section II of this Agreement.)
- C. Perform other powers assigned to chief elected officials authorized Sec. 66.0301(2) of the Wisconsin Statutes, or Public Law 113-128, the Workforce Innovation and Opportunity Act of 2014, as each now exists or is hereafter amended.
- D. The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under Section 107 of the WIOA, and shall approve all Local Plans under Section 108 of the WIOA.

#### V. FISCAL MANAGEMENT

The Counties consenting to this Agreement, along with the local WDB, will select the WIOA Grant Recipient and Administrative Entity. The WIOA Grant Recipient is responsible for the job training and related services. The Administrative Entity shall keep itemized and detailed records covering all expenditures under the budget incorporated in the jointly approved and submitted Local Plan from the Authorized Representative and the WDB. The local WDA Administrative Entity shall conform to all the fiscal requirements of all applicable laws.

# VI. CONTRACTS AND CONTRACTUAL SERVICES

The WDA Grant Recipient and Administrative Entity may exclusively enter into contracts, concerning job training and related services authorized under WIOA, with the State or Federal governments, and may subcontract with any municipal, profit or non-profit corporation, or individual to provide job training and related programs and services for residents identified in the Local Plan.

# **TERMINATION**

- A. Any county entering into this Agreement may withdraw from the Workforce Development Area pursuant to the relevant provisions in State and Federal laws.
- B. The Counties forming the Fox Valley Workforce Development Area may terminate this Agreement in the event expected or actual funding from the State, Federal governments, or other source is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible. In such case, termination of this Agreement shall be effective upon written notice of termination with receipt acknowledged by all Counties and the Governor.
- C. The Governor will re-designate a local Workforce Development Area under Section 106 of WIOA and thereby terminate this Agreement if the WDB and Chief Elected Officials fail to reach agreement on the development of the Local Plan, the choice of the Administrative Entity or Grant Recipient.
- D. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.
- E. Any county that withdraws from the Consortium shall remain liable for its proportionate share of liabilities related to the period prior to its withdrawal, as determined by the CEO Consortium.

#### VII. ACQUISITION AND DISPOSAL OF PROPERTY

The Administrative Entity shall acquire, hold, and dispose of real and personal property in the same manner as counties within the State of Wisconsin, as provided for in Sections 59.06, 66.28 and 75.35 of the Wisconsin Statutes, as well as consistent with WIOA regulations and guidelines.

#### VIII. <u>APPLICABLE LAW</u>

The Counties agree that this Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

# IX. <u>AMENDMENT</u>

The Consortium may adopt operational and procedural By-Laws consistent with this Agreement, applicable federal and state laws, and rules or regulations pursuant thereto, By-Laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

#### X. IMPACT OF LEGISLATIVE CHANGES

Any terms and conditions which may be rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this Agreement not impacted by the change in legislation. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

#### XI. LIABILITY

To the extent permitted by law, liability which arises pursuant to this Agreement shall be apportioned as follows:

- A. Workforce programs in the Fox Valley Workforce Development Area shall be administered prudently to minimize liability;
- B. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
- C. The FVWDB shall maintain adequate errors and omission insurance as described in the Joint Agreement, to cover CEOs and the FVWDB members;
- D. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act.
- E. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 20 CFR 683.710) Liability will be determined by the CEO Consortium based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
- F. Finally, after every possible method to reduce liability is exhausted, any remaining liability, as determined by the CEO Consortium shall be apportioned between the six counties in proportion to their respective percentage of the workforce allocation in the year the disallowed cost or other liability occurred. For example, if \$10,000 in liability remained and a given county received an allocation of 10% of the workforce funding in the year the \$10,000 was expended, that county would be liable for \$1000.

This Agreement shall be effective when executed by the authorized official of each county of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements.

**INWITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the Chairperson of the County Board of Supervisors or the County Executive of the aforementioned Counties.

<u>CALUMET COUNTY</u>	
Alice Connors Board Chair	Date
FOND DU LAC COUNTY	
Sam Kaufman County Executive	Date
GREEN LAKE COUNTY	
Harley Reabe Supervisor District 11	Date
WAUPACA COUNTY	
Dick Koeppen County Board Chair	Date
WAUSHARA COUNTY	
John Jarvis Board Chair	Date
WINNEBAGO COUNTY	
Jon Doemel County Executive	Date

#### ATTACHMENT A

(Described in Section IV. A. of the Consortium Agreement)

# SELECTION OF THE WORKFORCE DEVELOPMENT BOARD

Appointment of the Workforce Development Board (WDB) shall be carried out as described in Section 107 of the Workforce Innovation and Opportunity Act of 2014.

#### A. Members of the WDB shall consist of representatives of:

- 1. A majority of the members of each local board shall be representatives of business in the local area, who-
  - (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
  - (ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in indemand industry sectors or occupations in the local area; **and**
  - (ii) are appointed from among individuals nominated by local business organizations and business trade associations.
- 2. Not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who-
  - (i) **shall** include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
  - (ii) **shall** include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
  - (iii) **may** include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; **and**
  - (iv) **may** include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;
- 3. Each local board shall include representatives of entities administering education and training activities in the local area, who—

- (i) **shall** include a representative of eligible providers administering adult education and literacy activities under Title II;
- (ii) **shall** include a representative of institutions of higher education providing workforce investment activities (including community colleges);
- (iii) **may** include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;
- 4. Each local board shall include representatives of governmental and economic and community development entities serving the local area, who—
  - (i) **shall** include a representative of economic and community development entities:
  - (ii) **shall** include an appropriate representative from the State employment service office under the Wagner-Peyser Act serving the local area;
  - (iii) **shall** include an appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the local area;
  - (iv) **may** include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
  - (v) **may** include representatives of philanthropic organizations serving the local area;
- 5. Each local board **may** include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.
- 6. The State of Wisconsin has also directed that a representative from Unemployment Insurance be placed on each board.
- B. All members will be appointed by the Counties based on the requirements of the law and other locally defined considerations with the exception of those positions appointed by DWD.

Category	Minimum Required	Requirement
Business	at least 51% of total board	Shall
Workforce Representatives	at least 20% of total board	Shall
Labor Organizations	1	Shall
Labor Training/Apprenticeship	1	Shall
Community Based Organization	N/A	May
Youth Organization	N/A	May
Adult Basic Ed & Literacy	1	Shall
Higher Education Organization	1	Shall
Local Education Organization	N/A	May
State Employment Service (W-P)	1	Shall
Vocational Rehab	1	Shall
Housing / Transportation Agency	1	Shall
Philanthropic Organization	N/A	May
State Unemployment Rep (DWD mandate)	1	Shall

- C. WDB members will reviewed annually by the Chief Elected Officials present for approval.
- D. The WDB will select its chairperson from the private sector business members.
- E. WDB members shall be appointed for fixed and staggered terms.
- F. Vacancies will be filled according to the established by-laws.
- G. The WDB must be comprised of at least 20% female members.
- H. One minority representative must be appointed to the WDB if there is at least 3% minority population in the WDA.

The Fox Valley Workforce Development Board is an equal opportunity employer and service provider. If you have a disability and need assistance with this information, please dial 7-1-1 for Wisconsin Relay Service or at 800-947-3529. At no cost, you may request information in an alternate format, including language assistance or translation iformation to your preferred language by contacting us at (920) 594-3655

#### **Resolution No. 16 (2022-2023)**

Subject: Designated Public Safety Answering Point for Waupaca County

**WHEREAS**, 2019 Wisconsin Act 26 requires the Wisconsin Department of Military Affairs to provide grants to one public safety answering point in each county that meet the eligibility criteria and grant purposes identified in Wis. Admin. Code § DMA 2.05.

**WHEREAS**, Wis. Admin. Code § DMA 2.03 requires that each county designate a public safety answering point as the "designated public safety answering point" to be eligible to apply for grants in that county.

**WHEREAS**, the designated public safety answering point for Waupaca County is the only public safety answering point eligible to apply for grants for the life of the grant program in Waupaca County.

**NOW, THEREFORE, BE IT RESOLVED** by the Waupaca County Board of Supervisors that the Waupaca County Sheriff's Office is hereby selected as the designated public safety answering point for Waupaca County.

Passed this	day of	, 2022
Ayes _	Nays	
ATTEST:		
Kristy K. Opper	man	
Waupaca Count	y Clerk	
APPROVED AS	S TO FORM:	
Diane L. Meule	mans, Corporation	Counsel

RECOMMENDED FOR INTRODUCTION BY THE LAW ENFORCEMENT COMMITTEE	_	RECOMMENDED FOR INTRODUCTION BY THE FINANCE COMMITTEE
	_	
	_	
	_	
	_	
	_	
	_	