



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 08/15/2019

Amended Post Date:

The following documents are included in the packet for the County Board meeting on August 20, 2019:

- 1) Agenda
- 2) Draft minutes from the June 18, 2019 meeting
- 3) Child Support Awareness Month correspondence
- 4) Resolution 11-2019 Relating to Cancellation of Outstanding Checks
- 5) Resolution 12-2019 Resolution for Short-term Borrowing on Promissory Notes per WI Stat §67.12(12) for Repair and Reconstruction of County Trunk Highways
- 6) Resolution 13-2019 Resolution Relating to Consortium Agreement for the Chief Elected Officials of the Fox Valley Workforce Development Area
- 7) Resolution 14-2019 Resolution Relating to Eliminating the Teacher Position and Creating a Community Integration Planner Position in Fox River Industries (FRI)
- 8) Resolution 15-2019 Relating to Creating a Part-time Alternate Care Coordinator Position in the Health and Human Services Children & Families (C&F) Unit
- 9) Ordinance 14-2019 Rezone in the Town of Brooklyn: Green Lake Flooring, LLC – John Voigt
- 10) Budget Adjustments (1) – Sheriff’s Office



Green Lake County Board of Supervisors
Meeting Notice

The Green Lake County Board of Supervisors will convene at the **Government Center** in Room #0902 in the City of Green Lake, Wisconsin on Tuesday, the **20th day of August, 2019 at 6:00 PM** for the regular meeting of the Board. Business to be transacted include:

AMENDED AGENDA*

County Board of Supervisors

- Dist. 1 Larry Jenkins
- Dist. 2 Vicki Bernhagen
- Dist. 3 Curtis Talma
- Dist. 4 David Abendroth
- Dist. 5 Peter Wallace
- Dist. 6 Brian Floeter
- Dist. 7 Charlie Wielgosh
- Dist. 8 Patricia Garro
- Dist. 9 Bill Boutwell
- Dist. 10 Sue Wendt
- Dist. 11 Harley Reabe
- Dist. 12 Robert Schweder
- Dist. 13 Kathleen Morris
- Dist. 14 Dennis Mulder
- Dist. 15 Katie Mehn
- Dist. 16 Joe Gonyo
- Dist. 17 Keith Hess
- Dist. 18 Richard Trochinski
- Dist. 19 Robert Lyon

**GREEN LAKE COUNTY
MISSION:**

- 1) Fiscal Responsibility
- 2) Quality Service
- 3) Innovative Leadership
- 4) Continual Improvement in County Government

1. **Call to Order**
2. **Roll Call**
3. **Reading of the Call**
4. **Pledge of Allegiance**
5. **Minutes of 06/18/19 meeting**
6. **Announcements**
7. **Public Comment (3 minute limit)**
8. **Recognition of Sarah Guenther, Register of Deeds – Certified Public Manager completion**
9. **Correspondence**
 - Child Support Awareness Month in Wisconsin
10. **Appearances**
 - Dale Knapp, Wisconsin Counties Association – county statistical information update
11. **Resolutions**
 - Res. 11-2019 Relating to Cancellation of Outstanding Checks
 - Res. 12-2019 Resolution for Short-term Borrowing on Promissory Notes per WI Stat §67.12(12) for Repair and Reconstruction of County Trunk Highways
 - Res. 13-2019 Resolution Relating to Consortium Agreement for the Chief Elected Officials of the Fox Valley Workforce Development Area
 - Res. 14-2019 Resolution Relating to Eliminating the Teacher Position and Creating a Community Integration Planner Position in Fox River Industries (FRI)
 - Res. 15-2019 Relating to Creating a Part-time Alternate Care Coordinator Position in the Health and Human Services Children and Families (C&F) Unit
12. **Ordinances**
 - Ord. 14-2019 Rezone in the Town of Brooklyn: Green Lake Flooring, LLC – John Voigt
13. **Budget Adjustments**
 - Sheriff’s Office – Staff Development transfer
14. **Committee Appointments**
15. ***Discussion and information regarding job creation process**
16. ***Discussion on information regarding budget expenditures**
17. ***Discussion on supervisor information access**
18. **Departments to Report on September 17, 2019**
19. **Future Agenda Items for Action & Discussion**
20. **Adjourn**

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin, this 15th day of August, 2019.

Elizabeth A. Otto, Green Lake County Clerk

DRAFT

To be approved at the August 20, 2019 meeting

GREEN LAKE COUNTY

BOARD PROCEEDINGS

REGULAR SESSION

June 18, 2019

The Green Lake County Board of Supervisors met in regular session, Tuesday, June 18, 2019, at 6:00 PM in the County Board Room, Green Lake, Wisconsin for the regular meeting.

The Board was called to order by Harley Reabe, Chairman. Roll call taken - Present – 17, Absent – 2 (Larry Jenkins-District 1, Curt Talma-District 3)

<u>Supervisor</u>	<u>Supervisor Districts</u>
Vicki Bernhagen	2
David Abendroth	4
Peter Wallace	5
Brian Floeter	6
Charlie Wielgosh	7
Patti Garro	8
William Boutwell	9
Sue Wendt	10
Harley Reabe	11
Robert Schweder	12
Kathy Morri	13
Dennis Mulder	14
Katie Mehn	15
Joe Gonyo	16
Keith Hess	17
Richard Trochinski	18
Robert Lyon	19

READING OF THE CALL

The Green Lake County Board of Supervisors will convene at the Courthouse at the Government Center in the City of Green Lake, Wisconsin on Tuesday the 18th day of June, 2019 at 6:00 PM for the regular meeting of the Board. Regular monthly business to be transacted includes:

CALL TO ORDER
ROLL CALL

DRAFT
To be approved at the August 20, 2019 meeting

READING OF THE CALL
PLEDGE OF ALLEGIANCE
MINUTES OF 05/21/19
ANNOUNCEMENTS
PUBLIC COMMENT (3 MIN LIMIT)
CORRESPONDENCE
APPEARANCES

- Kathy Munsey - Green Lake County Health Officer

RESOLUTIONS

- Resolution 9-2019 Relating to Eliminating the Account Budget Coordinator Position and Creating a Financial Manager Position in the Office of the County Administrator
- Resolution 10-2019 Resolution Establishing 2020 Annual Budgeted Allocation for Pay for Performance

ORDINANCES

- Ordinance 12-2019 Rezone in the Town of Brooklyn: Mary L. Athanasioiu, Personal Representative of John P. Mirr
- Ordinance 13-2019 Rezone in the Town of Brooklyn: Michael T. Durant

BUDGET ADJUSTMENTS

COMMITTEE APPOINTMENTS

DEPARTMENTS TO REPORT ON August 20, 2019

FUTURE AGENDA ITEMS FOR ACTION & DISCUSSION

AND SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE BOARD OF SUPERVISORS.

ADJOURN

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin this 7th day of June, 2019.

Elizabeth A. Otto
Green Lake County Clerk

PLEDGE OF ALLEGIANCE

1. The Pledge of Allegiance to the Flag was recited.

MINUTES OF 05/21/2019

2. ***Motion/second (Hess/Wendt)*** to approve the minutes of May 21, 2019 with no changes or corrections. All Ayes. Motion carried.

ANNOUNCEMENTS

3. The next County Board meeting will take place on August 20, 2019 at 6:00 PM. There is no meeting scheduled for July.

PUBLIC COMMENT (3 Minute Limit)

4. None

DRAFT

To be approved at the August 20, 2019 meeting

CORRESPONDENCE

5. County Administrator Cathy Schmit provided an outline of dates and deadlines for staff and committees in regard to the 2020 budget process. Schmit advised that all committee chairs should make sure that a budget discussion is included on committee agendas prior to final approval.

APPEARANCES

6. Kathy Munsey, Green Lake County Health Officer, spoke in regard to the health in all policies resolution which was passed in 2014 that requires committees to actively support health when considering all resolutions, ordinances, and policies prior to approval. Munsey spoke on the current state health ranking of Green Lake County which is 53 out of 72 counties. Housing is a major factor in the county's lower ranking so Munsey addressed examples of code violations and ideas to improve in that area.

RESOLUTIONS

7. Resolution 9-2019 Relating to Eliminating the Account Budget Coordinator Position and Creating a Financial Manager Position in the Office of the County Administrator. **Motion/second (Abendroth/Wendt)** to adopt Resolution No. 9-2019. **Motion/second (Lyon/Schweder)** to amend the resolution to change Line 26 of the resolution from Pay Grade 10 to Pay Grade 11. Discussion held. Roll call vote on motion to amend – Ayes – 13, Nays – 3 (Garro, Wendt, Reabe), Absent – 2 (Jenkins, Talma), Abstain – 1 (Boutwell). Motion carried. **Motion/second (Abendroth/Hess)** to postpone the resolution until a meeting is scheduled with the County Administrator to address questions. Discussion held. Roll call vote on motion to postpone – Ayes – 6 (Abendroth, Floeter, Wielgosh, Garro, Gonyo, Hess), Nays – 11, Absent – 2 (Jenkins, Talma). Motion to postpone failed. Roll call vote on motion to pass Resolution 10-2019 as amended – Ayes – 8 (Bernhagen, Wallace, Boutwell, Reabe, Schweder, Mulder, Mehn, Lyon), Nays – 8 (Abendroth, Floeter, Wielgosh, Garro, Wendt, Gonyo, Hess, Trochinski), Abstain – 1 (Morris), Absent – 2 (Jenkins, Talma). Motion failed – Resolution 9-2019 defeated.
8. Resolution 10-2019 Resolution Establishing 2020 Annual Budgeted Allocation for Pay for Performance. **Motion/second (Schweder/Gonyo)** to adopt Resolution No. 10-2019. Discussion held. Roll Call vote on Motion to adopt – Ayes – 15, Nays – 1 (Garro), Absent – 2 (Jenkins, Talma), Abstain – 1 (Abendroth). Motion carried.

ORDINANCES

9. Ordinance 12-2019 Rezone in the Town of Brooklyn: Mary L. Athanasiou, Personal Representative of John P. Mirr. **Motion/second (Lyon/Schweder)** to enact Ord. No. 12-2019. **Motion/second (Lyon/Floeter)** to amend the resolution to correct all text within the resolution from the Town of Brooklyn to the Town of Berlin. Roll call on motion to amend – Ayes – 17, Nays – 0, Absent – 2 (Jenkins, Talma), Abstain – 0. Motion carried. Voice vote taken to enact Ordinance 12-2019 as amended. All ayes. Motion carried.

DRAFT

To be approved at the August 20, 2019 meeting

10. Ordinance 13-2019 Rezone in the Town of Brooklyn: Michael T. Durant. *Motion/second (Boutwell/Wendt)* to enact Ord. No. 13-2019. No discussion. Roll Call vote on Motion to enact – Ayes – 17, Nays - 0, Absent – 2 (Jenkins, Talma), Abstain – 0. Motion carried. Ordinance No. 13-2019 passed as enacted.

BUDGET ADJUSTMENTS

11. Register of Deeds – adjust revenue and expense accounts by \$1,536.00 due to Laredo customer closing their account.

Motion/second (Abendroth/Boutwell) to approve budget adjustment as presented. Roll call vote – Ayes - 17, Nays - 0, Absent – 2 (Jenkins, Talma), Abstain - 0. Motion carried.

12. Sheriff's Office – adjust Capital Outlay budget by \$17,582.32 to purchase and install new equipment in the drone/crime scene trailer.

Motion/second (Hess/Trochinski) to approve budget adjustment as presented. Roll call vote – Ayes - 17, Nays - 0, Absent – 2 (Jenkins, Talma), Abstain - 0. Motion carried.

COMMITTEE APPOINTMENTS

13. Chair Harley Reabe appointed the following individuals to various committees:

- Janice Hardesty to the Board of Adjustment with a term ending 06/30/2022
- Ben Moderow from an alternate to full time member of the Board of Adjustment with a term ending 06/30/2020
- Rick Dornfeld as an alternate to the Board of Adjustment with a term ending 06/30/2021
- Ron Thiem to the Economic Development Corporation with a term ending 04/19/2021
- Scott Sommers reappointed to the Economic Development Corporation with a term ending 04/19/2021
- Patty Pieper to the WinneFox Library Board with a term ending 04/18/2022

14. *Motion/second (Abendroth/Boutwell)* to approve all appointments. All ayes. Motion carried.

DEPARTMENTS TO REPORT ON August 20, 2019

15. Chair Reabe stated that Dale Knapp of the Wisconsin Counties Association will provide a report on statistical information by county gathered by the WCA.

FUTURE AGENDA ITEMS FOR ACTION & DISCUSSION

16. None

ADJOURN

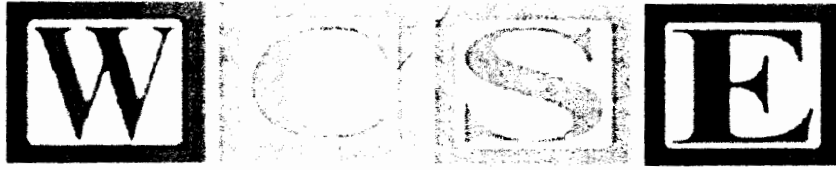
DRAFT
To be approved at the August 20, 2019 meeting

17. Chairman Reabe adjourned the meeting at 6:59 PM.

Respectfully Submitted,

Elizabeth Otto
County Clerk

DRAFT



Wisconsin Child Support Enforcement Association

For Immediate Release

August 1, 2019

Contact: Deb Barnes, WCSEA President: 414-615-2594

Governor Evers Proclaims August Child Support Awareness Month in Wisconsin

Governor Evers has proclaimed August 2019 as Child Support Awareness Month in Wisconsin in recognition of the important role the program plays in providing economic security for the state's children. Child support represents 58% of family income for children living in poverty. In 2018 alone, Wisconsin county child support agencies distributed \$648 million in support payments and provided services to 370,580 children and families.

"Supporting the Child Support Program is an effective investment in Wisconsin's future as the program increases self-sufficiency, reduces child poverty, and has a positive effect on kids' well-being," writes Governor Evers in the proclamation.

County child support agencies provide services and support to children as well as custodial and non-custodial parents that help reduce childhood poverty rates, establish parental rights and promote the involvement of both parents in the lives of their children. Children that receive child support are more likely to graduate high school and less likely to enter the criminal justice system.

"Child support is the unsung hero of economic security and social service programs," said WCSEA President Deb Barnes. "We thank Governor Evers for acknowledging the positive impact the child support program has on the lives of thousands of Wisconsin children and their families."

Wisconsin's Child Support Program is one of the most successful and cost-effective programs in the nation. For every dollar spent on the program, \$5.77 in support is collected.

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Resolution Number 11-2019

Relating to Cancellation of Outstanding Checks

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 20th day of August, 2019, does resolve as follows:

WHEREAS, Fourteen checks issued by the Treasurer of Green Lake County, drawn against the County's account at Horicon Bank have not been presented for payment by the payees of said checks in excess of one (1) year since said checks were issued;

NOW, THEREFORE BE IT RESOLVED, that said outstanding checks as listed below be cancelled, and the amounts represented thereby be restored to the County's general account:

Table with 4 columns: Date of Check, Check Number, Payee, Amount. Lists 14 checks with their respective details and amounts.

Roll Call on Resolution No. 11-2019

Submitted by Finance Committee:

Ayes, Nays, Absent, Abstain

/s/Harley Reabe

Harley Reabe, Chair

Passed and Adopted/Rejected this 20th day of August, 2019.

/s/Larry Jenkins

Larry Jenkins, Vice- Chair

County Board Chairman

/s/Robert Lyon

Robert Lyon

ATTEST: County Clerk Approve as to Form:

/s/ Dennis Mulder

Dennis Mulder

Corporation Counsel

Brian Floeter

32 **BE IT FURTHER RESOLVED**, that a copy of this resolution be furnished to the Horicon
33 Bank.

34

35 **NOTE:** The above checks contain the notation "Void after six months"

RESOLUTION NUMBER 12-2019

Resolution for Short-term Borrowing on Promissory Notes per Wis. Stat. §67.12(12) for Repair and Reconstruction of County Trunk Highways

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting on this 20th day of August 2019, does resolve as follows:

- 1 **WHEREAS**, Green Lake County Highways are in need of substantial repair or
- 2 reconstruction; and,

- 3 **WHEREAS**, the Highway Commissioner has drafted a six-year plan highway
- 4 improvement plan to address highway repair and reconstruction beginning in year 2020
- 5 and ending in year 2025, which is attached and incorporated by reference to this
- 6 Resolution; and,

- 7 **WHEREAS**, the cost to repair or reconstruct the County’s highways over the next six (6)
- 8 years would impact other county department budgets due to the levy limits in place;
- 9 and,

- 10 Fiscal note is attached.

- 11 Majority vote is needed to pass.

Roll Call on Resolution No. 12-2019

Submitted by Finance Committee:

Ayes , Nays , Absent , Abstain

/s/Harley Reabe

Harley Reabe, Chair

Passed and Adopted/Rejected this 20th
day of August, 2019.

/s/Larry Jenkins

Larry Jenkins, Vice-chair

County Board Chairman

/s/Robert Lyon

Robert Lyon

ATTEST: County Clerk
Approve as to Form:

/s/Dennis Mulder

Dennis Mulder

Corporation Counsel

Brian Floeter

12 **WHEREAS**, Wisconsin Statute §67.12(12) authorizes a county to issue promissory
13 notes as evidence of indebtedness for any public purpose.

14 **WHEREAS**, Green Lake County is responsible under state statutes for maintaining the
15 county trunk highway system it has adopted; therefore, repairing and reconstructing
16 county trunk highways is a project that falls under the public purpose doctrine; and,

17 **WHEREAS**, because the County has a statutory obligation to repair and reconstruct the
18 county trunk highways contained in the six-year highway improvement plan, repairing or
19 reconstruction of a highway is a project for which a county may borrow money to
20 finance the project; and,

21 **WHEREAS**, any taxes levied by the county under Wis. Stat. §67.12(12) are outside the
22 annual budget levy limits; and,

23 **WHEREAS**, it is anticipated that each promissory note executed by Green Lake County
24 would be paid and retired within a few months of incurring the debt and will therefore
25 result in minimal interest paid.

26 **NOW THEREFORE BE IT RESOLVED**, the maximum amount of the notes that may be
27 issued for the six-year highway improvement plan is \$4,500,000.00, and any promissory
28 note issued shall conform to the borrowing schedule contained in the Fiscal Note; and,

29 **BE IT FURTHER RESOLVED**, any promissory note issued by Green Lake County may
30 only be executed in the name of Green Lake County by the Chairperson of the Green
31 Lake County Board of Supervisors and the Green Lake County Clerk.

32 **BE IT FURTHER RESOLVED**, Green Lake County neither offers, nor extends to any
33 lending institution from which a promissory note may be obtained, any collateral or
34 repayment guarantees regarding any loan.

35 **BE IT FURTHER RESOLVED**, that prior to issuing any promissory note under this
36 resolution, the County Administrator is directed to include in the County Budget a direct,
37 annual tax sufficient in amount to pay for and for the express purpose of paying the
38 interest on a promissory note as it falls due and to pay and discharge the principal
39 thereof at maturity.

40 **BE IT FURTHER RESOLVED**, that any tax levied for the purpose of paying the interest
41 and principal as they come due on a promissory note shall be carried into the tax roll
42 each year and collected as other taxes are collected until all payments on the note have
43 been provided for, except that the amount of tax carried into the tax roll may be reduced

44 in any year by the amount of any surplus in the debt service fund account under Wis.
45 Stat. §67.11.

46 **BE IT FURTHER RESOLVED**, any promissory note, plus interest, if any, issued under
47 this Resolution shall be repaid within 10 years after the original date of the note, or
48 sooner, as allowed under the terms of the note.

49 **BE IT FURTHER RESOLVED**, any promissory note executed by the County, shall by its
50 terms be able to be retired prior to the maturity date without any prepayment penalty.

51 **BE IT FURTHER RESOLVED**, that the funds appropriated through the issuance of the
52 promissory notes may only be used for the maintenance, repair or reconstruction of the
53 County's highways as listed in the Six (6) Year Highway Improvement Plan, as it may
54 be amended from time-to-time by the Highway Committee.

55 **FISCAL NOTE: Amount to be borrowed each year**

2020	2021	2022	2023	2024	2025	Total Improvements
\$500,000	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$4,500,000

6-Year Highway Improvement Plan for Short-term Borrowing

The purpose of Resolution for Short-term Borrowing on Promissory Notes per Wis. Stat. §67.12(12) for Repair and Reconstruction of County Trunk Highways is two-fold.

First, and foremost is to repair Green Lake County Roads for the safety of the public, and to generate more revenue through the General Transportation Aids for reconstruction, surface pulverizing and relay starting with the more dire roads in accordance with the WisDot Paser Rating Program; and to take a more advantageous approach to increase Highway funding for participating in more of the WisDot Local Road Improvement Program (LRIP) and the Surface Transportation Program (STP), where part is funded through Federal and State Aids.

By increasing Highway funds while maintaining our current highway related tax rate for six years (2020-2025) to repair/replace infrastructure through the Projected 6-Year Highway Improvement Plan, it is estimated the extra revenue generated through the General Transportation Aids would be approximately \$348,000 over the six years which in turn, would be used for further reconstruction/repair.

Our current 2019 General Transportation Aids is \$802,510. By adhering to the Short-term Borrowing Resolution, by 2025 our General Transportation Aids would be approximately \$1,150,326.

By continuing this cycle, eventually the maintenance cost should out-weigh the capital outlay or reconstruction/repair.

The Six Year Highway Improvement Plan is approved yearly by the Highway Committee in order to take advantage of Federal and State Funds. It is a projection only and can change on a yearly basis.

The Projected Improvement Schedule is as follows:

2020	\$ 1,896,000	Surface Pulverizing and Relay
2021	\$ 872,712	Reconstruction (after STP funding)
	\$ 1,274,000	Surface Pulverizing and Relay
2022	\$ 1,712,003	Surface Pulverizing and Relay
2023	\$ 748,385	Reconstruction
	\$ 1,293,643	Surface Pulverizing and Relay (after LRIP funding)
	\$ 1,835,400	Surface Pulverizing and Relay
2024	\$ 400,000	Reconstruction
	\$ 1,972,600	Surface Pulverizing and Relay
2025	\$ 1,696,000	Reconstruction
	<u>\$ 1,250,000</u>	Surface Pulverizing and Relay
	\$14,950,743	

Current average cost per mile is:

\$310,000 Reconstruction

\$200,000 Surface Pulverizing and Relay

*Note: Accordingly to WISLR generated report (2017 Paser Pavement Rating), Green Lake County Rudimentary Needs Analysis cost is approximately \$22,048,032 for Capital/Reconstruct/Repair, and \$1,186,172 for maintenance.

RESOLUTION NUMBER 13-2019

RESOLUTION RELATING TO CONSORTIUM AGREEMENT FOR THE CHIEF ELECTED OFFICIALS OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 20th day of August 2019, does resolve as follows:

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

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

Majority vote is needed to pass.

Roll Call on Resolution No. 13-2019

Submitted by: Administrative
Committee

Ayes , Nays , Absent , Abstain

/s/Harley Reabe

Harley Reabe, Chair

Passed and Adopted/Rejected this 20th
day of August 2019.

/s/Dennis Mulder

Dennis Mulder, Vice-chair

/s/Larry Jenkins

Larry Jenkins

County Board Chairman

/s/Katie Mehn

Katie Mehn

ATTEST: County Clerk

Approve as to Form:

/s/Brian Floeter

Brian Floeter

Corporation Counsel

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

11 **WHEREAS**, the Green Lake County Corporation Counsel has reviewed and approved
12 the Consortium Agreement as to form.

13 **NOW THEREFORE BE IT RESOLVED THAT** the Green Lake County Board of
14 Supervisors authorizes Chairman Harley Reabe to execute the Consortium Agreement
15 for the Chief Elected Officials of the Fox Valley Workforce Development Area on behalf
16 of Green Lake County for the fiscal year beginning July 1, 2019.



**WORKFORCE DEVELOPMENT
BOARD, INC.**

Building a world class workforce

**CONSORTIUM AGREEMENT
FOR THE CHIEF ELECTED OFFICIALS
OF THE FOX VALLEY
WORKFORCE DEVELOPMENT AREA
FISCAL YEAR BEGINNING 7/1/19**

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 of County Executive 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 Fox Valley Workforce Development Board (FVWDB) 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)(1)(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/Vice-Chairpersons of Calumet, Green Lake, Waupaca and Waushara Counties to be their authorized representatives, also referred to as Chief Elected Officials (CEOs), to serve as a CEO 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. Notices. 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

County Executive
Fond du Lac County Courthouse
City/County Government Center
160 S. Macy Street
Fond du Lac, WI 54935

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

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

Board Chairperson
Waushara County Courthouse
Box 488
Wautoma, WI 54982

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 one 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 to serve as clerk, otherwise the FVWDB shall serve as clerk. In the absence of FVWDB staff, the secretary performs the duties of the clerk.
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. The WIOA Grant Recipient is responsible for the job training and related services. The FVWDB 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 FVWDB shall conform to all the fiscal requirements of all applicable laws.

VI. CONTRACTS AND CONTRACTUAL SERVICES

The WDA Grant Recipient and FVWDB 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 FVWDB 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. APPLICABLE LAW

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

IX. AMENDMENT

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.

FVWDB is an Equal Opportunity Employer and Service Provider

A proud partner of the  American Job Center network

IN WITNESS 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.

CALUMET COUNTY

Alice Connors
Board Chair

Date

FOND DU LAC COUNTY

Allen Buechel
County Executive

Date

GREEN LAKE COUNTY

Harley Reabe
Board Chairman

Date

WAUPACA COUNTY

Joe McClone
Board Vice Chair

Date

WAUSHARA COUNTY

Donna Kalata
Board Chair

Date

WINNEBAGO COUNTY

Mark Harris
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 in-demand 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
<i>Community Based Organization</i>	N/A	<i>May</i>
<i>Youth Organization</i>	N/A	<i>May</i>
Adult Basic Ed & Literacy	1	Shall
Higher Education Organization	1	Shall
<i>Local Education Organization</i>	N/A	<i>May</i>
State Employment Service (W-P)	1	Shall
Vocational Rehab	1	Shall
Housing / Transportation Agency	1	Shall
<i>Philanthropic Organization</i>	N/A	<i>May</i>
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.



JOINT AGREEMENT

FOR THE WORKFORCE DEVELOPMENT BOARD and CHIEF ELECTED OFFICIALS

OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA

THIS AGREEMENT, made and entered into by and between the Fox Valley Workforce Development Board of Directors (FVWDB), a body created in accordance with and pursuant to a Chief Elected Officials (CEO) Consortium Agreement, by and between the Wisconsin counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago (hereinafter referred to as the "CEO").

WITNESSETH:

WHEREAS, the Chief Elected Official (CEO) is the legal representative of the Consortium formed under Section 106(a)(4)(A) of Public Law 113-128 (hereinafter referred to as "the Act"); and

WHEREAS, the Chief Elected Official (CEO) is the appointing authority for the FVWDB under Section 107(c)(1) of Act; and

WHEREAS, it is the responsibility of the FVWDB to provide policy guidance for, and exercise oversight with respect to activities under the Act in this Fox Valley Workforce Development Area in partnership with the CEO; and

WHEREAS, the CEO and the FVWDB are required to enter into operational agreements under Section 107(d) of said Act;

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the CEO and the FVWDB do agree as follows:

I. Modifications of the Workforce Innovation and Opportunity Act Plan:

1. Modification of the Plan shall require joint approval of the FVWDB and the CEO in accordance with Section VI (M) of this agreement. Either body may request modification of the Plan. Such requests shall be forwarded from the requesting body to the chairperson of the other body in keeping with Section VII (A) of this agreement.
2. FVWDB will negotiate and reach agreement on local performance measures with the Wisconsin Department of Workforce Development (DWD) as outlined in the FVWDB By-Laws.
3. FVWDB conducts oversight of One-Stop System, Dislocated Worker, Adult and Youth, and employment and training activities in partnership with Chief Elected Official (CEO).

4. FVWDB will select a One-Stop Operator with the agreement of the Chief Elected Official (CEO).

II. Selection of the Grant Recipient and Administrative Entity: In accordance with Section 107(c)(3)(A) of the Act, the FVWDB and the CEO agree that:

- A. Fox Valley Workforce Development Board, Inc., shall function as the Administrative Entity responsible for carrying out the goals and objectives set forth in the Plan, for the duration of this agreement.
- B. Fox Valley Workforce Development Board, Inc., shall function as the Grant Recipient of funds under the Act.

III. Duties of the FVWDB as Grant Recipient:

- A. The FVWDB shall administer and operate programs in accordance with the Plan.
- B. The FVWDB shall be responsible for all receipts and disbursements relating to the Plan.
- C. The FVWDB shall review all contracts for purposes of verifying that funds are expended in accordance with the grantor's requirements and the Plan. The FVWDB shall utilize reasonable audits, desk reviews, legal services and other inquiries to effectuate the goals of this paragraph.
- D. The FVWDB shall provide the CEO an evaluation of every contract receiving funds under the Plan. Said evaluation shall include, but is not limited to, a review of the expenditures made under the contracts entered into pursuant to the Plan and an assessment of such contracts in meeting their proposed goals.
- E. The FVWDB shall implement the Plan by entering into contracts with providers of services. Said contracts shall set forth the duties incumbent of the service provider, the goals of each project undertaken by the provider and financial terms of the contract. All contracts shall be approved by the FVWDB and/or CEO prior to their execution as required by governing documents.
- F. The FVWDB shall allocate the funds due the Fox Valley Workforce Development Area for provision of services under the Workforce Innovation and Opportunity Act. The FVWDB shall, in making of such allocations, conform to the terms and conditions of the Plan. Further, the FVWDB shall only allocate funds to those service provider contractors authorized by the FVWDB and CEO. The Administrator of the FVWDB shall sign all such approved contracts on behalf of the FVWDB. The FVWDB shall not recommend the awarding of any funds to any contractor in which the FVWDB has a financial interest, either direct or indirect, unless said interest is disclosed in writing to the CEO and both the FVWDB and CEO consent to such allocations.
- G. The FVWDB shall monitor the activities of all contractors and their subcontractors to assure that funds are expended legally, properly and efficiently. The FVWDB shall take all reasonable actions to prevent, halt and deter misuse of any funds allocated under the Plan.
- H. The FVWDB will provide assistance in formulating the terms of the Plan and any modifications or update to said Plan. Such duties include, but are not limited to, education of CEO of the substantive requirements of the Plan, advising CEO of options for the Plan, conducting research

and marshaling information necessary to direct the Plan's goals toward identified needs within the Fox Valley Workforce Development Area, preparing drafts, final versions and copies of the Plan to the CEO, and making necessary contacts with the Department of Workforce Development Division of Employment and Training (DWD/DET) to secure approval of the Plan.

- I. The FVWDB shall maintain accounts, books, records and inventory controls sufficient to allow compliance and financial audits of its services under this or any other contract between the parties hereto.
- J. At the termination of all contracts funded under the Plan, the FVWDB to the extent reimbursed shall conduct close-out activities to determine whether the contractors' operations were in accordance with the terms and goals of the Workforce Innovation and Opportunity Act.
- K. The FVWDB shall obtain prior to the execution of this Agreement and maintain in force, without lapse during the term of this Agreement, errors and omissions, bonding and general liability insurance policies. The CEO and the FVWDB shall be named as additional insureds in the general liability and errors and omissions policies. Minimum limits of liability on the errors and omissions policy shall be \$300,000 per occurrence, \$300,000 aggregate. Minimum limits on the general liability policy shall be \$500,000 combined personal injury and property damage per occurrence and \$500,000 aggregate.
- L. The FVWDB shall draft a grievance procedure in compliance with Section 144 of the Workforce Innovation and Opportunity Act to be approved by the FVWDB and CEO prior to its implementation.

IV. Oversight:

- A. The FVWDB is authorized to provide oversight, including review, monitoring and evaluation of the programs conducted under the Plan in accordance with established procedures. To carry out its functions under the Act, the FVWDB:
 - 1. Shall prepare and approve a proposed budget for programs and administration. The FVWDB shall submit the proposed budget to the CEO for review at least 7 days prior to the commencement of the budget year. Adoption of the budget shall be in accordance with Section VI (M). Amendments to the budget, outside of the annual budget meeting, must be presented to the CEO for consideration and shall require approval by a two-thirds majority of the members present from the CEO.
 - 2. May hire staff, if the proposed staff position(s) is included in the adopted budget.
 - 3. May incorporate, with the approval of both the FVWDB and the CEO.
 - 4. May solicit and accept contributions and funds from other public and private sources.
- B. The exercise of powers and duties under Section V(A)(1-4) of this agreement shall be in keeping with agreements established under Section III above and is subject to review by the CEO. The CEO may request invocation of Section VI(J) of this agreement to resolve any disagreements over the exercise of said powers.

- C. The CEO reserves the right to oversee the general progress and conduct of the Plan. To that end, the FVWDB agrees to submit to such audits as the CEO may from time to time require. The CEO agrees that such audits shall only be instituted as necessary to carry out its responsibilities to insure the appropriate utilization of funds under the Act.
- D. The FVWDB agrees to provide quarterly reports to the CEO indicating progress toward the completion of goals and objectives of the Plan. Such reports shall be due within 30 days of the end of the preceding quarter. The FVWDB further agrees to, submit such reports as may be outlined in any subsequent agreements pursuant to Section III above.

V. Operating Procedures:

- A. By-Laws: The FVWDB and the CEO may establish By-Laws and/or operating procedures, for their respective organizations, which are consistent with the provisions of this or any other bilateral agreement between the affected parties. In the event that any such By-Laws or procedures shall be found to be in conflict with the provisions of this or any other bilateral agreements, the provisions of said agreements shall prevail.
- B. FVWDB Membership Criteria: Members of the FVWDB are appointed to represent sectors of the service delivery area as outlined in Section 102 of the Act and the initial plan of appointment approved by the CEO. All members of the FVWDB shall be employed or reside within the Fox Valley Workforce Development Area. Any change in employment or other status which affects the representative status of a FVWDB member shall be forwarded to the CEO within 30 days of said change. Changes in status which render a FVWDB member no longer representative of the sector from which originally appointed shall result in the CEO declaring said position vacant.
- C. Alternates: In the course of the FVWDB's operation, alternate FVWDB members shall not be appointed or designated.
- D. Size of the FVWDB: Under Section 107 of the Act, the FVWDB may determine its own size following its being certified and convened. The FVWDB agrees that it will not exercise its right to alter its size without the consent of the CEO.
- E. Cause for Removal: Any member(s) of the FVWDB may be removed there from by the CEO for cause, including the following:
 - 1. Those causes specified in Section 17.16(2), Wisconsin Statutes.
 - 2. Failure of a FVWDB member to fulfill in timely and proper manner his or her obligations under this agreement, or if the FVWDB member shall violate any of the covenants or stipulations of this agreement. However, nothing herein shall be construed to permit removal of any FVWDB member for failure to concur in any proposed agreement with the CEO.
 - 3. For conviction of any federal or state felony.
 - 4. Absenteeism will be addressed through FVWDB By-Laws.
 - 5. For changes in status that affect representation as outlined in Section VI(B) of this agreement.

F. Filling of Vacancies: Vacancies in the FVWDB shall be filled by appointment by the CEO in accordance with the Act, the Consortium Agreement and By-Laws in effect at the time of the vacancy.

G. Conflict of Interest:

1. Members of the FVWDB or CEO must maintain the public trust for use of the federal and state funds for the purpose of carrying out program requirements including the responsibility to maintain the reputation and integrity of the program.
2. The FVWDB will establish written policies in its By-Laws, to adhere to conflict of interest policies established by the state.
3. No member of the FVWDB, and its sub-groups thereof nor the CEO shall cast a vote on the provision of services by that member (or any organization of which that member is an owner, manager, employee, or agent) or vote on any matter which would provide direct financial benefit to that member or any organization of which that member is an owner, manager, employee, or agent. The FVWDB or its subgroups and CEOs may require members to leave the room during discussion and voting on issues with which they have a conflict of interest. This requirement in and of itself does not preclude FVWDB members or their businesses from participating in contracts.
4. The FVWDB will have on file a disclosure form which is signed by each FVWDB member and staff, and each grantee. The disclosure statement must include but not be limited to the organizational and fiduciary affiliations of the individual or the individual's immediate family which may present a potential conflict of interest for that individual.

H. Maintenance of Effort: To insure maintenance of effort no contracts for grants to service providers shall be in violation of the maintenance of effort requirements of federal law or regulations or rules of the DWD/DET.

I. Grievance Procedures: Section 181 (c) of the Act requires such administrative entity, contractor and grantee under the Act to establish and maintain a grievance procedure for resolution of grievances and complaints about its programs and activities from participants, subgrantees, subcontractors and other interested persons. A grievance panel, consisting of two disinterested members of the FVWDB selected by the FVWDB Chairperson, and the CEO (or his designee) shall hear all SDA-level grievances filed within this SDA.

J. Liaison Committee: A Liaison committee consisting of two members of the CEO appointed by the CEO and two members of the FVWDB appointed by the Chairperson of the FVWDB shall be convened upon the joint call of the Chairpersons of the CEO and FVWDB to resolve conflicts of issues of mutual concern. Said Chairpersons shall jointly appoint one of the appointees as chairperson and issue the charge to the committee. The findings of the Committee shall be binding on the FVWDB and the CEO. The disagreement between the two bodies shall be resolved according to the Liaison Committee's recommendations. Upon issuance of its report, the committee shall be dissolved.

K. Indemnification:

1. The FVWDB and CEO recognize the need to protect all members of the FVWDB and CEO against loss, liability or damages that may result from their joint and separate actions in

performing responsibilities under the Act. The CEO and FVWDB agree that adequate insurance shall be provided.

2. The Administrative Entity shall procure and maintain in force for the duration of the agreement, Workers Compensation Insurance including Employers Liability, Commercial General Liability, Business Auto Liability, (owned, non-owned and hired autos), Excess, (Umbrella) Liability, & Management Liability (Directors & Officers Liability), which covers CEO, FVWDB, and staff.
3. The FVWDB agrees during the term of this agreement to indemnify and save harmless the CEO, its successors and assigns, from and against any and every claim, demand, suit, payment, damage, loss, costs and expense that the CEO, its successors and assigns, may hereafter suffer, incur, be put to, pay or lay out by reason of the FVWDB performing its obligations, under this agreement provided, however, that the provisions of this section shall not apply to claims, demands, suits, payments, damages, losses, costs and expenses caused by or resulting from the sole negligence of the CEO, its successors or assigns.

L. Efficiency: The FVWDB and the CEO shall commence, carry on and complete their obligations under this agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this agreement and all applicable laws.

M. Voting:

1. All approvals under this agreement shall require approval of a majority of the members present at a meeting of such said bodies, unless a vote of greater than a simple majority is called for in the By-Laws of the respective body.
2. Votes on matters which require concurrence of the FVWDB and the CEO shall be by roll call and recorded in the minutes of the respective bodies.
3. At no time shall the FVWDB or the CEO vote as a single unit.
4. Absentee voting is not allowed by either the FVWDB or the CEO.

N. Quorum: At minimum, a majority of the current membership of the FVWDB and the CEO is required to be in attendance to constitute a quorum for purposes of conducting business by each of the respective bodies.

VI. General Administrative Provisions:

A. Delivery of Notices and Reports: Notices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address, ("sent" time if electronic communication or fax is utilized), to notify the other party in writing within a reasonable time:

1. To the CEO addressed to the current secretary of the Chief Elected Officials Board of Commissioners.
2. To the FVWDB addressed to the current administrator of the Fox Valley Workforce Development Board.

- B. Open Meetings Required: The provisions of Subchapter V of Chapter 19, Wisconsin Statutes, regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the FVWDB and the CEO, including those of its formally constituted subunits. The provisions of 19.96, Wisconsin Statutes, specifically shall apply. Telephone conferences and video conferences are permitted with all in attendance identified.
1. The FVWDB and the CEO shall maintain copies of records of their activities in all major areas, including all meeting agendas and minutes, contracts, fiscal and management documentation.
 2. The administrative entity shall be the custodian of the public records of the FVWDB and of the CEO, or
 3. An official of the county represented by the CEO shall be designated by the CEO as the custodian of the public records of the CEO. In the event that any succeeding CEO is from another county, the CEO records shall be transferred to that county in the custody of the official thereof designated by the then current CEO.
 4. The designated records custodian shall comply with the public records request in accordance with the requirements set forth in Wisconsin Statute 19.35. In case of doubt, authorization for release of any public records of the FVWDB or the CEO shall be authorized by the Chairpersons of the respective bodies.
 5. The CEO and the FVWDB shall have complete access to the Workforce Innovation and Opportunity Act records of both bodies except this agreement wherein persons not members of the respective bodies may be excluded.
 6. The FVWDB and the CEO shall send copies of all agendas and minutes thereof to the members of both bodies at all times.
- C. Nondiscrimination: During the term of this agreement, the FVWDB, the CEO, the Administrative Entity and Grant Recipient agree not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including Section 167 of the Act and Section 111.31, Wisconsin Statutes. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations, for employment placed on their behalf, state that the aforementioned are "Equal opportunity Employers".
- D. Term of the Agreement: The term of this agreement shall commence on the date of the execution of this Agreement and shall continue through June 30th of the following year. This agreement shall be reviewed annually by FVWDB and CEOs and renewed by July 1 unless either party hereto gives written notice to the other sixty (60) days prior to the annual date of renewal stating that said party wishes to renegotiate all or any part of this agreement.

E. Amendment of Agreement:

1. Either party may propose amendments to this agreement at any time. Requests for amendment shall be authorized in accordance with the By-Laws of the body initiating the request. No proposed amendment may be considered by the body unless a written copy has been sent to the members of the body at least 10 days prior to consideration. An amendment to amendment(s) so proposed shall be in order.
2. Proposed amendments approved in accord with the above shall be mailed to the other party (in accord with VI(A) above) and shall be acted upon by that party no less than 10 days nor more than 30 days following receipt. No proposed amendment may be acted upon unless the text thereof has been sent to the member of the body at least 10 days prior to consideration.
3. The other party must respond with a written notice of concurrence or non-concurrence, or; a written request to negotiate under Section VI(J) above; within 10 days of consideration of the amendment.
4. No proposed amendment shall take effect until the nominating party has concurred with the amendment pursuant to Section V (M) of this agreement and has responded with a written notice of concurrence.

F. Assignment or Transfer: FVWDB shall not assign or transfer any interest or obligation in this agreement whether by assignment or novation, without prior written consent, except that the CEO does hereby consent to the assignment of this agreement to FVWDB's corporate successor which shall be bound in all respects as is the FVWDB.

G. Wisconsin Law Controlling: It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin Law shall be controlling to the extent that there is no superseding federal law applicable.

H. Construction: Should any part, clause, paragraphs or sentence of this agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of the agreement shall remain in full force and effect unless amended in accord with the article.

I. Signatory Powers: The Chairperson of the FVWDB and the CEO, or in their absence or disability, the Vice Chairperson of the FVWDB and the Vice-Chairperson of the CEO shall be the signatories for the FVWDB and the CEO respectively when authorized to execute any document on behalf of said bodies by formal action thereof.

J. Entire Agreement: The entire agreement of the parties is contained herein and this agreement supersedes any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

VII. 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 insurance as described in the Joint Agreement;
- D. To the extent permitted by law, FVWDB corporate funds and assets shall be used first to pay any remaining liability the Board is responsible for creating.
- E. 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.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 667.705(c)): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
- G. Finally, after every possible method to reduce liability is exhausted, any remaining liability 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.

VIII. Ratification of Agreement:

- A. This agreement shall require the approval of the FVWDB and the CEO by a majority vote of the members present at a meeting of each body, authorizing the execution of the agreement.
- B. Each signatory certifies that he/she has the legal authority of the governing body of the parties thereto to enter into this agreement, and the parties jointly and separately accept the responsibility for the operation of the program under the Act.

FVWDB is an Equal Opportunity Employer and Service Provider

A proud partner of the  American Job Center network

IN WITNESS WHEREOF, the duly authorized signatories for the CEO and the FVWDB have executed this agreement as of the day and date set forth below.

FOR THE CHIEF ELECTED OFFICIALS (CEO) CONSORTIUM OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA FOR FISCAL YEAR BEGINNING 7/1/19.

By: _____
Mark Harris, Chief Elected Official

_____ Date

FOR THE FOX VALLEY WORKFORCE DEVELOPMENT BOARD (FVWDB) OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA

By: _____
Aimee Hostettler, Chair

_____ Date

RESOLUTION NUMBER 14-2019

RESOLUTION RELATING TO ELIMINATING THE TEACHER POSITION AND CREATING A COMMUNITY INTEGRATION PLANNER POSITION IN FOX RIVER INDUSTRIES (FRI)

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting on this 19TH day of August 2019, does resolve as follows:

- 1 **WHEREAS**, Fox River Industries (FRI) currently has a position designated as Teacher;
- 2 and,
- 3 **WHEREAS**, in August 2019 the employee currently in this position is retiring; and,
- 4 **WHEREAS**, the Health and Human Service Director and FRI Manager took this
- 5 opportunity to update the job description so it better represents the current and future
- 6 role of the position;
- 7 Fiscal note is attached.
- 8 Majority vote is needed to pass.

Roll Call on Resolution No. 14-2019

Submitted by Personnel Committee:

Ayes , Nays , Absent , Abstain

/s/Joe Gonyo

Joe Gonyo, Chair

Passed and Adopted/Rejected this 19th day of August 2019.

/s/Robert Lyon

Robert Lyon

County Board Chairman

/s/Robert Schweder

Robert Schweder

ATTEST: County Clerk
Approve as to Form:

/s/Curt Talma

Curt Talma

Corporation Counsel

/s/ Sue Wendt

Sue Wendt

9 **NOW THEREFORE BE IT RESOLVED** that the Teacher position in FRI shall be
 10 eliminated and a Community Integration Planner position created effective August 10th,
 11 2019. (See attached job descriptions.)

12 **BE IT FURTHER RESOLVED** that effective August 10th, 2019 the Community
 13 Integration Planner position in FRI be designated on the comparable Pay Group 13 on
 14 the Green Lake County Wage Plan. (See attached)

15 **FISCAL NOTE:**

GREEN LAKE COUNTY									
Update 7-1-19 2019			1-1-2019 CPI-U		1.0225				
Pay Group	Job Title	Dept.	Minimum	Annual Midpoint	Maximum	Minimum	Hourly Midpoint	Maximum	
* indicates EXEMPT position									
Current									
11	Teacher	FRI	\$46,681	\$58,351	\$70,022	\$22.44	\$28.05	\$33.66	
Proposed									
13	Community Integration Planner	FRI	\$40,374	\$50,468	\$60,562	\$19.41	\$24.26	\$29.12	

GREEN LAKE COUNTY JOB DESCRIPTION

TITLE: **TEACHER**

DEPARTMENT: HEALTH & HUMAN SERVICES/FOX RIVER INDUSTRIES

LOCATION: FOX RIVER INDUSTRIES

SUPERVISOR: FOX RIVER INDUSTRIES UNIT MANAGER

SUMMARY:

This position is full-time at 35 hours a week. Flexible hours will be assumed. Plans, develops, and teaches a variety of educational activities designed to enhance independence, community involvement, and overall the quality of life for intellectually/developmentally/physically disabled adults, as well as individuals suffering from mental illness.

DUTIES AND RESPONSIBILITIES:

Approximately 70% of time:

- Training for activities for daily living which may include, but not limited to, academic skills, interpersonal relationships, human sexuality, health and safety, personal hygiene, diet and exercise. This would be in coordination with the client case managers and their individual case plan.

Approximately 10% of time:

- Writing, monitoring, recording specific goals in relationship to individual client programs which are updated in clients' Fox River Industries file on a quarterly basis.

Approximately 5% of time:

- Planning leisure activities, which may occur during the weekday or on weekends.

Approximately 5% of time:

- Attending staffings, serving as client government advisor, serving on Health and Safety committees, assisting future client needs, providing specific job training to workshop and/or community based clients.

Approximately 10% of time:

- Developing and implementing curriculums for Community Based Prevocational Program and teach these classes as requested per Family Care guidelines

SKILLS AND ABILITIES:

- Working knowledge of the following software programs: Microsoft Word, Excel, Access, Power Point, Peachtree Accounting (Sage), Windows, Explorer, and Outlook.
- The ability to provide first aid and CPR when supervising client activities (training will be provided).
- Skill in the use of general office equipment including but not limited to: Calculator, copy machine, computer terminal, fax machine, automobile, first aid equipment.

- Excellent oral and written communication skills.
- Strong organizational, supervisory, and teaching skills.

QUALIFICATIONS:

EDUCATION: Bachelor's degree in education, human services or related fields.

EXPERIENCE / JOB KNOWLEDGE: The ability to provide first aid and CPR (training will be provided). Basic everyday living skills are necessary for this position, as well as, the ability to understand and follow directions. Background knowledge in behavior management techniques and working with people who have developmental disabilities

WORKING CONDITIONS:

PHYSICAL DEMANDS: 75% of the time requires standing, walking, and hearing. About 50% is reaching, feeling body movements during therapy sessions, talking, far vision, near vision, and handling adaptive equipment. Approximately 25% of the time pushing/pulling objects weighing less than 10 pounds. Approximately 10% is sitting, stooping, bending/twisting, lifting objects and people from 10 to 80 pounds, carrying objects 10 to 40 pounds, and using the fingers to manipulate small parts such as typewriter keys or small components.

In unusual situations are kneeling, crouching, crawling, running, swimming, climbing with arms and legs, balancing various apparatus, lifting heavy people weighing 100+ lbs., carrying objects and people from 50 to over 100 lbs., pushing/pulling material or people in wheelchairs ranging from 25 to 100 lbs., and handling levels and wheels to operate trucks and buses.

ENVIRONMENTAL DEMANDS: Over 75% of the time is spent inside a heated and air conditioned building. Present in unusual situations are shifts of extreme hot or cold temperatures, working outdoors in wet and humid conditions, enduring noise levels of 90 decibels, sustaining vibrations while riding buses, working with hazardous mechanical or electrical equipment, handling hazardous chemicals that may cause burns, climbing to hazardous heights, risking physical attack from clients, avoiding fast moving vehicles, such as fork lifts. Working under atmospheric conditions such as fumes, gases, odors, and poor ventilation.

This is a public service position, and employee is required to be courteous, cooperative and respectful at all times with the public and clients; also establishes and maintains a courteous and cooperative and respectful working relationship with other employees, supervisors and public officials.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions and needed skills. It is not intended as a complete list of job duties, responsibilities and/or essential functions. This description is not intended to limit or modify the rights of any supervisor to assign, direct, and control the work of employees under supervision. The county retains and reserves any and all rights to change, modify, amend, add to or delete from, any section of this document as it deems, in its' judgment, to be proper.

GREEN LAKE COUNTY JOB DESCRIPTION

TITLE: COMMUNITY INTEGRATION PLANNER

DEPARTMENT: HEALTH & HUMAN SERVICES/FOX RIVER INDUSTRIES

LOCATION: FOX RIVER INDUSTRIES

SUPERVISOR: FOX RIVER INDUSTRIES UNIT MANAGER, SERVICES COORDINATOR

SUMMARY:

This position is full-time at 35 hours a week. Flexible hours will be assumed. Works cooperatively with members of the Inter-disciplinary Team (IDT), assisting in the design and implementation of community based Prevocational and Day Services programming as participant needs dictate. Plans, develops, and teaches a variety of educational activities designed to enhance independence, community involvement, and overall quality of life for intellectually/developmentally/physically disabled adults, as well as individuals suffering from mental illness.

DUTIES AND RESPONSIBILITIES:

Approximately 70% of time:

- In coordination with the Services Coordinator, provides training activities for daily living, leisure, and employment skills which may include, but are not limited to, academic skills, interpersonal relationships, human sexuality, health and safety skills, personal hygiene, and diet/exercise.

Approximately 10% of time:

- Works closely with Services Coordinator to ensure specific goals for individual client programs are accurately monitored and documented on a timely basis.
- Provide one-to-one supervision for consumers presenting behavioral challenges.

Approximately 5% of time:

- Attends staff meetings, assists future client needs, and provides specific job training to workshop and/or community based clients.

Approximately 15% of time:

- Assists in the development and implementation of curriculums for Community Based Prevocational and Adult Day Services Programming.
- Works closely with local business and civic leaders to promote community involvement opportunities for the consumers we serve.
- Provides personal cares, including toileting, grooming, transfers, assistance with eating, etc. to consumers as needed.

SKILLS AND ABILITIES:

- Working knowledge of the following software programs: Microsoft Word, Excel, Access, Power Point, Peachtree Accounting (Sage), Windows, Explorer, and Outlook.
- The ability to provide first aid and CPR when supervising client activities (training will be provided).
- Skill in the use of general office equipment including but not limited to: Calculator, copy machine, computer terminal, fax machine, automobile, first aid equipment.
- Excellent oral and written communication skills.
- Strong organizational, supervisory, and teaching skills.

QUALIFICATIONS:

EDUCATION: Bachelor's degree in education, human services or related fields, or two years' experience working in Human Services and/or Management. Knowledge of person-centered planning preferred.

EXPERIENCE / JOB KNOWLEDGE: Strong team building/leadership skills are essential, as well as the ability to work productively with minimal supervision. Background knowledge in behavior management techniques and working with people who have developmental disabilities.

WORKING CONDITIONS:

PHYSICAL DEMANDS: 75% of the time requires standing, walking, and hearing. About 50% is reaching, feeling body movements during therapy sessions, talking, far vision, near vision, and handling adaptive equipment. Approximately 25% of the time pushing/pulling objects weighing less than 10 pounds. Approximately 10% is sitting, stooping, bending/twisting, lifting objects and people from 10 to 80 pounds, carrying objects 10 to 40 pounds, and using the fingers to manipulate small parts such as typewriter keys or small components. In unusual situations are kneeling, crouching, crawling, running, swimming, climbing with arms and legs, balancing various apparatus, lifting heavy people weighing 100+ lbs., carrying objects and people from 50 to over 100 lbs., pushing/pulling material or people in wheelchairs ranging from 25 to 100 lbs., and handling levels and wheels to operate trucks and buses.

ENVIRONMENTAL DEMANDS: Over 75% of the time is spent inside a heated and air conditioned building. Present in unusual situations are shifts of extreme hot or cold temperatures, working outdoors in wet and humid conditions, enduring noise levels of 90 decibels, sustaining vibrations while riding buses, working with hazardous mechanical or electrical equipment, handling hazardous chemicals that may cause burns, climbing to hazardous heights, risking physical attack from clients, avoiding fast moving vehicles, such as fork lifts. Working under atmospheric conditions such as fumes, gases, odors, and poor ventilation.

This is a public service position, and employee is required to be courteous, cooperative and respectful at all times with the public and clients; also establishes and maintains a courteous and cooperative and respectful working relationship with other employees, supervisors and public officials.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions and needed skills. It is not intended as a complete list of job duties, responsibilities and/or essential functions. This description is not intended to limit or modify the rights of any supervisor to assign, direct, and control the work of employees under supervision. The county retains and reserves any and all rights to change, modify, amend, add to or delete from, any section of this document as it deems, in its' judgment, to be proper.

Updated: December 1998, January 2013, October 2018, June 2019

RESOLUTION NUMBER 15-2019

**RELATING TO CREATING A PART-TIME ALTERNATE CARE
COORDINATOR POSITION IN THE HEALTH AND HUMAN SERVICES
CHILDREN AND FAMILIES (C&F) UNIT**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 20th day of August, 2019, does resolve as follows:

- 1 **WHEREAS**, in going through the 2020 budget process the Human Services Director
- 2 and Children & Family Unit Manager reviewed caseloads and all outsider provider
- 3 contracts;

- 4 **WHEREAS**, most of the proposed duties for the Part-Time Alternative Care Coordinator
- 5 Position are shared between Internal Child Protection staff and outside provider
- 6 contracts;

- 7 Majority vote is needed to pass.

- 8 approved disapproved by Personnel Committee

Roll Call on Resolution No. 15-2019

Submitted by Health & Human
Services Board:

Ayes , Nays , Absent , Abstain

Passed and Adopted/Rejected this 20th
day of August, 2019.

Joe Gonyo, Chair

Brian Floeter

/s/Joanne Guden

Joanne Guden

County Board Chairman

Nancy Hoffman

/s/Harley Reabe

Harley Reabe

ATTEST: County Clerk
Approve as to Form:

Corporation Counsel

/s/Joy Waterbury

Joy Waterbury

/s/Charlie Wielgosh

Charlie Wielgosh

/s/ Richard Trochinski

Richard Trochinski

9 **WHEREAS**, Case demands and caseloads for on-going child protection workers
 10 continue to rise and this part-time position will assume some of the added duties that
 11 current on-going case managers are providing;

12 **WHEREAS**, County Boards, including Green Lake County, have passed resolutions
 13 asking for increased funds to address the crisis in the Child Welfare system which
 14 caused the Governor and Legislature to increase funding to the Counties Basic
 15 Community Aides in the 2020/21 biennial budget;

16 **WHEREAS**, the increased funding allocated to Green Lake County will be sufficient to
 17 cover the new position.

18 **NOW THEREFORE BE IT RESOLVED** that the Part-Time Alternative Care Coordinator
 19 Position in C&F be created effective January 1, 2020. (See attached job descriptions.)

20 **BE IT FURTHER RESOLVED**, that if the funding for this position is eliminated by the
 21 State, the position shall be eliminated upon funds being depleted.

22 Fiscal Note:

8/20/2019		FISCAL NOTE - PERSONNEL COSTS								
DEPARTMENT:		DEPARTMENT OF HEALTH & HUMAN S			COMMITTEE: HUMAN SERVICES			ACCOUNT #:		
POSITION TITLE	NAME	RATE	HOURS	WAGE	FICA	RET-C	HEALTH INS	L-INS	TOTAL	
HSC&F	Part-Time Alternate Care Coordinator	Vacant	24.68	1,200.00	29,616.00	0.00	0.00	0.00	0.00	29,616.00
This position will be fully funded through an increase in Basic County Allocations money granted to Counties in the 2020/21 Bienial Budget.										

ORDINANCE NO. 14-2019

**Relating to: Rezone in the Town of Brooklyn
Owner: Green Lake Flooring, LLC – John Voigt**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 20th day of August, 2019, does ordain as follows:

- 1 **NOW, THEREFORE, BE IT ORDAINED** that the Green Lake County Zoning Ordinance,
2 Chapter 350 as amended, Article IV Zoning Districts, Section 350-26 Official Map, as
3 relates to the Town of Brooklyn, shall be amended as follows:
- 4 **W704 State Road 23 49**, Parcel #**004-00289-0200** (**±3.1** acres); Lot 1 Certified Survey Map
5 2089 excluding the west 75 feet from State Highway 23 49 to south lot line of Lot 2 of Certified
6 Survey Map 2089, reserving a permanent right-of-way easement for Lot 1 from State Highway 23
7 49 to the remainder of Lot 1, Town of Brooklyn. To be identified by Certified Survey Map.
- 8 **BE IT FURTHER ORDAINED**, that this ordinance shall become effective upon passage
9 and publication.

Roll Call on Resolution No. 14-2019

Submitted by Land Use Planning &
Zoning Committee:

Ayes , Nays , Absent , Abstain

/s/ Robert Lyon

Passed and Enacted/Rejected this 20th
day of August, 2019.

Robert Lyon, Chair

/s/ Harley Reabe

Harley Reabe, Vice Chair

County Board Chairman

/s/ William Boutwell

William Boutwell

ATTEST: County Clerk
Approve as to Form:

/s/ Curt Talma

Curt Talma

Dawn N. Klockow, Corporation Counsel

/s/ Peter Wallace

Peter Wallace

GREEN LAKE COUNTY

Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: June 5, 2019
 Department: Sheriff
 Amount: \$3,520.00
 Budget Year Amended: 2019

Source of Increase / Decrease and affect on Program:
 (If needed attached separate brief explanation.)

Every other year our training budget increases approximately \$3,500 due to mandated. This year it was \$3520. CPR/FIT/Hearing Testing. We budgeted for this in 2019, however our budget was reduced from \$16,592 to \$10,000, which was insufficient to cover the CPR, etc. training costs. We were able to carry over \$994.99 which we are asking to be transferred to the Staff Development account. We are asking that the balance come out of contingency.

Revenue Budget Lines Amended:

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ -	

Expenditure Budget Lines Amended:

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
19-101-09-52100-999-012	Carry-over Sheriff's Office	\$ 3,711.61	\$ (994.99)	\$ 2,716.62
19-100-09-52100-307-000	Staff Development	\$ 10,000.00	\$ 3,520.00	\$ 13,520.00
19-101-00-58000-000-000	Contingency	\$ 339,771.06	\$ (2,525.01)	\$ 337,246.05
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ -	

Department Head Approval: Mark A. Podoll June 5, 2019

Date Approved by Committee of Jurisdiction: 4/12/19

Following this approval please forward to the County Clerk's Office.

Date Approved by Finance Committee: 4/26/19

Date Approved by County Board: _____

Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.

Date of publication of Class 1 notice of budget amendment: _____