

NOTICE OF MEETING

EXECUTIVE COMMITTEE

August 25, 2020 5:30 P.M.

Sheboygan County Courthouse
615 North 6th Street, 5th Floor
Sheboygan WI

If you would like remote access to the meeting, please call (920) 459-3103 at least 2 hours prior to the meeting, if possible. Please note that masks are required for in-person attendance and space is limited to allow for adequate social distancing. Any individual unable to wear a mask is encouraged to remotely access the meeting. You may also observe the meeting live at:

https://www.youtube.com/channel/UCiDmUln_ZbFOcvidzbBnR-Q/live

AGENDA

Call to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes – August 4, 2020 Executive Committee Meeting

Consideration of Resolution No. 11 – 2021 Five-Year Capital Plan

Consideration of Resolution No. 12 – Approving Permanent Easement for Village of Kohler Sewer Interceptor at the Erie Avenue Old Plank Road Trail Trailhead

Consideration of Ordinance No. 3 – Creating Section 10.09 – *Disease Control* – Providing for Enforcement of Public Health Orders and Legislative Oversight (*attached with suggested refinements*)

Consideration of Resolution No. ___ - Reaffirming Membership in Wisconsin Bay Workforce Development Area Consortium and Approval of Amended Consortium Agreement

County Administrator's Report

Approval of Attendance at Other Meetings or Functions

Review and Approve Vouchers

Next Meeting Date: To Be Determined

Adjournment

Prepared by:
Alayne Bosman, Recording Secretary

Approved by:
Vernon Koch, Committee Chairperson

NOTE: A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

If listed as an agenda item, the "Administrator's Report" is a summary of key activities for the previous month and planned for upcoming months including performance evaluations, liaison committee issues and County Board issues. No action will be taken by the Executive committee resulting from the report unless it is a specific item on the agenda.

Posted on 8/24/2020 at 12:15pm

Persons with disabilities needing assistance to attend or participate are asked to notify the County Board Chairman/County Administrator's Office at 920-459-3103 prior to the meeting so that accommodations may be arranged.

SHEBOYGAN COUNTY EXECUTIVE COMMITTEE MEETING MINUTES

Administration Building – Room 302
508 New York Ave
Sheboygan WI 53081

August 4, 2020

Called to Order: 4:00 P.M.

Adjourned: 4:46 P.M.

MEMBERS PRESENT: Vern Koch, Robert Ziegelbauer, William Goehring, Keith Abler and Ed Procek

MEMBERS ABSENT: None

ALSO PRESENT: Adam Payne, Alayne Bosman, Crystal Fieber, Wendy Charnon, Chris Lewinski, Supervisor Jerry Jorgensen, and Supervisor Tom Wegner

Chairman Koch called the meeting to order. Alayne Bosman verified that the meeting notice was posted on July 30, 2020 at 12:30 P.M. in compliance with the open meeting law.

Supervisor Ziegelbauer made a motion to approve the minutes of the July 14, 2020 Executive Committee meeting. Motion seconded by Supervisor Procek. Motion carried with Supervisors Abler and Goehring abstaining.

The Committee discussed Resolution No. 8 – Approving Standard Intergovernmental Agreement for 2021 County Sales Tax Revenue-Sharing. Adam Payne gave an overview of the Agreement. Supervisor Procek made a motion to recommend the resolution be adopted. Motion seconded by Supervisor Goehring. Motion carried unanimously.

The Committee discussed Resolution No. 9 – Authorizing Sale of Sliver of County Property at County Road EE and South 12th Street. Greg Schnell gave an overview of the Resolution. Supervisor Procek made a motion to recommend the resolution be adopted. Motion seconded by Supervisor Ziegelbauer. Motion carried unanimously.

The Committee discussed Remote Participation Standards. Chris Lewinski gave an overview of the Standards. Supervisor Goehring made a motion to approve the Standards. Motion seconded by Supervisor Abler. Motion carried unanimously.

The Committee discussed the Purchase of Videoconferencing Technology for Courtrooms. Chris Lewinski gave an overview of the proposal. Supervisor Ziegelbauer made a motion to approve the purchase. Motion seconded by Supervisor Abler. Motion carried unanimously.

The Committee discussed the Purchase of Videoconferencing Technology for County Board and Committees. Chris Lewinski gave an overview of the proposal. Supervisor Goehring made a motion to approve the purchase. Motion seconded by Supervisor Ziegelbauer. Motion carried unanimously.

The Committee discussed the Incremental Replenishment of General Fund and Establishment of Economic Development Loan Funds. Adam Payne gave an overview of the proposal. Supervisor Ziegelbauer made a motion to approve the proposal. Motion seconded by Supervisor Goehring. Motion carried unanimously.

The Committee discussed COVID Expenditures & Funding Parameters. Adam Payne gave an overview of the expenditures to date and LTE staffing requests. It is likely most COVID related expenditures will be reimbursed by the State or Federal Government. Supervisor Ziegelbauer made a motion to approve the limited term employees and other expenses to respond to COVID,

with funding parameters going forward not to exceed \$100,000 for personal protective equipment by year-end. Motion seconded by Supervisor Abler. Motion carried unanimously.

County Administrator Adam Payne reported on the arrangements being made for the upcoming County Board meeting, the status of local school district's plans for the upcoming school year, an upcoming Sheboygan County Economic Development Board of Directors meeting, and the status of the 2021 budget development.

The Committee reviewed the 2nd Quarter Variance Reports. Supervisor Goehring made a motion to approve the reports. Motion seconded by Supervisor Abler. Motion carried unanimously.

Supervisor Ziegelbauer made a motion in support of blanket approval for Supervisors that attended the July 14th Executive Committee Meeting. Motion seconded by Supervisor Abler. Motion carried unanimously.

Vouchers were reviewed. Supervisor Goehring made a motion to approve the vouchers. Motion seconded by Supervisor Procek. Motion carried unanimously.

The next Executive Committee meeting is scheduled for Tuesday, August 25 at 4:00pm.

Supervisor Ziegelbauer made a motion to adjourn. Motion seconded by Supervisor Abler. Motion carried unanimously.

William Goehring, Secretary

Alayne Bosman, Recording Secretary

1 SHEBOYGAN COUNTY RESOLUTION NO. 11 (2020/21)

2
3 Re: 2021 Five-Year Capital Plan

4
5
6 **WHEREAS**, Section 5.06(9)(b) of the County Code requires the Finance Committee to propose a
7 Five-Year Capital Plan for submission to the County Board at its August monthly meeting, and
8

9 **WHEREAS**, the Finance Committee has considered the capital projects of \$100,000.00 or more
10 included in the budget requests of the Liaison Committees and has placed each project which it endorses
11 into the upcoming budget year or into any budget year for the following four (4) years of the Five-Year
12 Capital Plan, and
13

14 **WHEREAS**, pursuant to County Code Section 7.08, in consideration of receiving the sales and use
15 tax revenues, no annual budget of the Transportation Department shall include bonding capital projects or
16 capital equipment related to road and bridge repairs, maintenance, or road and bridge reconstruction unless
17 authorized by the County Board, and
18

19 **WHEREAS**, the attached Exhibit A is the proposed Five-Year Capital Plan of the Finance
20 Committee, which includes bonding capital projects for the Transportation Department at the University of
21 Wisconsin – Green Bay – Sheboygan Campus related to the entrance road, green space, and East Parking
22 Lot reconstruction;
23

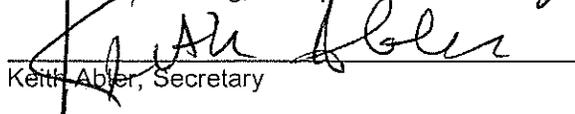
24 **NOW, THEREFORE, BE IT RESOLVED**, that the attached Exhibit A be adopted as the Five-Year
25 Capital Plan for Sheboygan County and that pursuant to Section 5.06(9)(b)(6) of the County Code of
26 Ordinances, that portion of the Five-Year Capital Plan as adopted by the Board at its September meeting
27 which identifies the capital projects approved for the upcoming budget year shall constitute the capital
28 projects portion of the full budget for 2021.
29

30 **BE IT FURTHER RESOLVED**, that the County Board specifically authorizes the Finance
31 Department to include in the 2021 Five-year Capital Plan bonding for the Transportation Department related
32 to the entrance road, green space, and East Parking Lot reconstruction of the University of Wisconsin –
33 Green Bay – Sheboygan Campus.
34

35 Respectfully submitted this 18th day of August, 2020.
36
37

38 **FINANCE COMMITTEE**

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40 
41
42 William C. Goehring, Chairperson

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44 
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46 Keith Abler, Secretary

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50 Roger Te Stroete, Vice-Chairperson

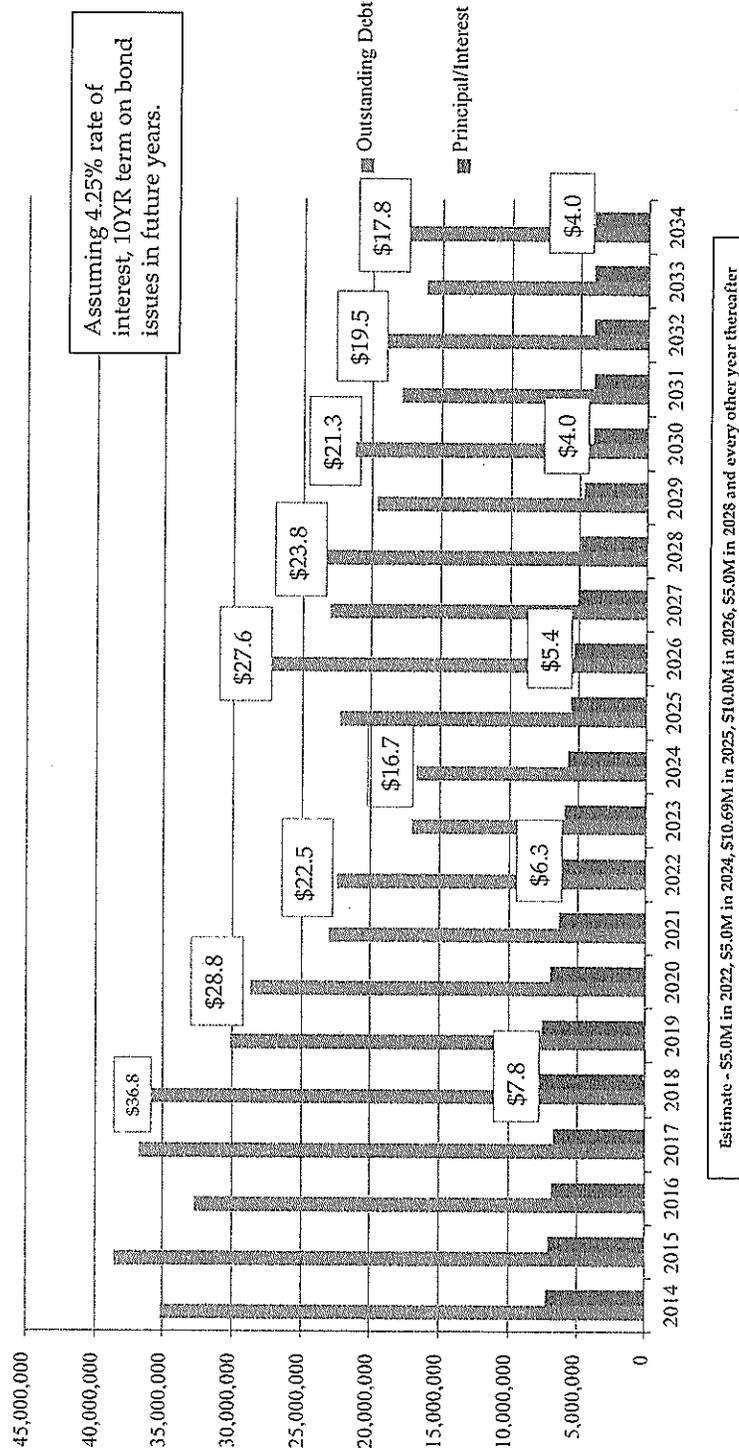
51
52 
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54 Thomas Wegner

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56 
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58 Robert Ziegelbauer

59 Opposed to Introduction:
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Sheboygan County Long-Term Financing

2021-2025 Capital Projects with the Detention Center Expansion



County of Sheboygan, Wisconsin
Five Year Capital Plan
Years 2021 through 2025

DEPT	PRIORITY	Five Year Capital Plan Project Title	Proj #	Proj Status	Prior Years		2021		2022		2023		2024		2025		2021-2025 County Bonded Cost	
					Budget	Reimburse- ment	Budget	Reimburse- ment										
Planning		OPRT new construction from																
		Greenbush to FDL County Line	910	P	\$ -	\$ -	\$ 350,000	\$ (175,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000
		Marsh Bypass/Dam Reconstruction	917	C	\$ 180,500	\$ (55,000)	\$ -	\$ -	\$ 310,000	\$ -	\$ 1,466,667	\$ (1,100,000)	\$ 733,333	\$ -	\$ -	\$ -	\$ -	\$ 1,410,000
		Crystal Lake to Elkhart Lake Connector	905	P	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ (37,500)	\$ -	\$ -	\$ -	\$ 187,500
BUILDING SERVICES		Courthouse Boiler Replacement	1027	C	\$ 200,125	\$ (19,885)	\$ 117,000	\$ (1,650)	\$ -	\$ -	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,350
		Roof Replacement	1040	C	\$ 3,203,188	\$ (10,000)	\$ 57,500	\$ -	\$ 585,000	\$ (1,051)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 641,449
		Courthouse Tuck Pointing	3	N	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,000
		Elevator Upgrades	1028	C	\$ 127,600	\$ (20,000)	\$ 116,000	\$ -	\$ 431,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
UW - GB - Sheboygan Campus		UW - Green Bay - Sheboygan Campus - Entrance Road & Green Space	1	N	\$ -	\$ -	\$ 264,326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,326
		UW - Green Bay - Sheboygan Campus - East Parking Lot Reconstruction	2	N	\$ -	\$ -	\$ -	\$ -	\$ 46,000	\$ -	\$ 535,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 581,900
		UW - Green Bay - Sheboygan Campus - Fine Arts Renovation	1053	C	\$ 35,000	\$ (14,000)	\$ -	\$ -	\$ -	\$ -	\$ 192,400	\$ (76,960)	\$ 2,934,616	\$ (1,173,847)	\$ -	\$ -	\$ -	\$ 1,876,209
Sheffill		Expansion of Sheboygan County Detention Center	1951	P	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,423,391	\$ -	\$ 10,083,609	\$ -	\$ 11,507,000	
		Detention Center "Alternatives" Expansion		N	\$ -	\$ -	\$ 125,000	\$ -	\$ 1,517,674	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,642,674
HHS		HHS Software Upgrade		N	\$ -	\$ -	\$ 1,180,000	\$ (396,599)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 783,401
		Replace Redundant Firewalls	3010	P	\$ -	\$ -	\$ 111,560	\$ (111,560)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Airport		Reconstruct Taxiway B Center Lane	289	C	\$ 85,000	\$ (60,000)	\$ -	\$ -	\$ 954,000	\$ (763,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 190,800
					\$ 3,831,413	\$ (178,885)	\$ 2,541,386	\$ (684,809)	\$ 3,843,674	\$ (764,251)	\$ 2,221,967	\$ (1,176,960)	\$ 5,166,340	\$ (1,211,347)	\$ 10,836,609	\$ (150,000)	\$ 20,622,609	
NET COUNTY BONDED COST																		
					\$3,652,528	\$1,856,577	\$3,079,423	\$1,045,007	\$3,954,993	\$10,686,609	\$20,622,609	\$20,622,609	\$20,622,609	\$20,622,609	\$20,622,609	\$20,622,609	\$20,622,609	\$20,622,609

Priority: Established by Department Head and Liaison Committee

Project Status Key:

N - New project

C - Continuation of a funded project

P - Previously included in last year's plan (2020 - 2024)

Fund Balance & Net Position Usage 2021

	Amt	Fund
HHS Software Upgrade	396,599	Capital Projects Fund Balance
Replace Firewalls	111,560	IT Net Position
	\$ 508,159	

SHEBOYGAN COUNTY RESOLUTION NO. 12 (2020/21)

Re: **Approving Permanent Easement for Village of Kohler Sewer Interceptor at the Erie Avenue Old Plank Road Trail Trailhead**

WHEREAS, the Sheboygan County Board granted an easement to the Village of Kohler for a sanitary sewer interceptor at the Old Plank Road Trailhead pursuant to Resolution No. 13 (2019/20), and

WHEREAS, due to engineering difficulties, the interceptor location has changed, and

WHEREAS, the Village of Kohler is now requesting a 30'-wide permanent easement from Sheboygan County to install a sanitary sewer interceptor on property that is part of the Erie Avenue Old Plank Road Trail Trailhead, and

WHEREAS, the Village of Kohler has requested a temporary construction easement from Sheboygan County to install the sanitary sewer interceptor on property that is part of the Erie Avenue Old Plank Road Trail Trailhead, and

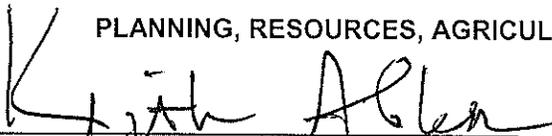
WHEREAS, the Planning, Resources, Agriculture & Extension Committee has reviewed the proposed easement and does not believe there would be any adverse consequences to the trailhead property and it would be beneficial to the County as a whole to allow the easement to be granted;

NOW, THEREFORE, BE IT RESOLVED that the County Board approves the granting of the updated utility easement to the Village of Kohler at and near the Erie Avenue Old Plank Road Trailhead at the locations shown on the map on file with the County Clerk on an easement document as approved by the Corporation Counsel.

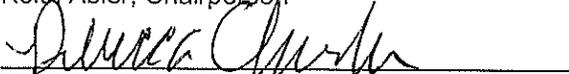
BE IT FURTHER RESOLVED that the County Board Chairperson and the County Clerk are authorized and directed to sign said easement on behalf of Sheboygan County.

Respectfully submitted this 18th day of August, 2020.

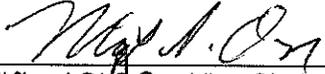
PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE*



Keith Abler, Chairperson



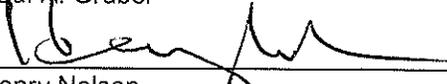
Rebecca Clarke, Secretary



Michael S. Ogea, Vice-Chairperson



Paul A. Gruber



Henry Nelson

Opposed to Introduction:

*County Board members signing only

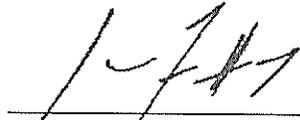
FISCAL NOTE
August 2020

**Resolution No. 12 (2020/21) RE: Approving Easement for Village of Kohler Sewer
Interceptor at the Erie Avenue Old Plank Road Trail
Trailhead**

Funding:

No additional funding is required.

Respectfully Submitted,



Jeremy Fetterer, Deputy Finance Director
August 18, 2020

**SANITARY SEWER
EASEMENT AGREEMENT
(Interceptor Sewer)**

Document Number

This Sanitary Sewer Easement Agreement (the "Agreement") is made by and between **SHEBOYGAN COUNTY**, a Wisconsin body corporate, with its office located at 508 New York Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as "**GRANTOR**", and **VILLAGE OF KOHLER**, a Wisconsin municipal corporation, maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044, hereinafter referred to as "**GRANTEE**".

RECITALS

WHEREAS, **GRANTOR** owns real estate located in the Town of Sheboygan, Sheboygan County, Wisconsin (the "Property"), which is legally described as follows:

See attached **Exhibit A** for legal description.

WHEREAS, **GRANTEE** desires to obtain a permanent 30-foot wide easement on, over, and across the Property for the purpose of constructing, operating and maintaining an interceptor sanitary sewer; and

WHEREAS, the location of the permanent 30-foot wide easement on the Property is legally described and mapped as shown on **Exhibit B** attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, **GRANTEE** also desires to obtain an additional temporary access and construction easement for the purpose of the initial construction and installation of the interceptor sanitary sewer; and

WHEREAS, the location of the temporary access and construction easement on the Property is also legally described and mapped on **Exhibit B** (the "Temporary Access and Construction Easement").

Drafted By and Return To:

Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **GRANTOR** and the **GRANTEE** do hereby agree as follows:

1. Grant of Easements.

A. **Permanent Easement.** **GRANTOR** grants, transfers, and conveys for the benefit of the **GRANTEE**, a permanent, non-exclusive right, privilege, and easement on, over, under, and across the Easement Area, for the construction, operation, maintenance or replacement of an interceptor sanitary sewer and related improvements (the "Sanitary Sewer Facilities") for the purpose of connecting, transmitting, discharging, and draining waste water from the **GRANTEE'S** waste water collector system to the regional waste water treatment plant operated by the City of Sheboygan. **GRANTOR** shall not construct or allow permanent structures or vegetation within the Easement Area which would interfere with **GRANTEE'S** use of the Easement Area for the intended Sanitary Sewer Facilities. **GRANTEE** has the right, at its cost and expense, to trim or remove any vegetation in the Easement Area which interferes with such use. **GRANTEE** shall provide **GRANTOR** a minimum of ten (10) days advance notice of its intent to trim or remove any vegetation in the Easement Area, thereby affording **GRANTOR**

the opportunity to trim or remove the objectionable vegetation in the Easement Area. This Agreement with the legal description of the Easement Area and map attached shall be recorded by the GRANTEE in the Sheboygan County Register of Deeds Office.

B. **Temporary Access and Construction Easement.** The GRANTOR also grants, transfers, and conveys to the GRANTEE, a temporary, non-exclusive right, privilege, and easement over an additional area described as the Temporary Access and Construction Easement adjacent to the Easement Area of the Property, as shown on **Exhibit B**, as may be reasonably necessary to construct and install the Sanitary Sewer Facilities. Unless terminated or extended by the parties, the Temporary Construction Easement will terminate October 31, 2021.

2. **Construction and Maintenance.** The GRANTEE, at its cost and expense, will construct, maintain, repair, and/or replace the Sanitary Sewer Facilities, except for routine lawn care.

3. **Restoration.** Upon completion of the construction of the initial Sanitary Sewer Facilities and/or any maintenance, repair, or replacement of the Sanitary Sewer Facilities or any other construction activities related thereto, the GRANTEE shall, at its cost and expense, and within a reasonable time, restore the Property to substantially the same or better condition than existed prior to commencement of such work.

4. **Term.** This Agreement shall commence upon the date of last signature and, except as otherwise herein specifically provided, shall continue in perpetuity. The parties agree that, despite any provision of law or equity to the contrary, this Agreement shall continue in effect throughout its term, notwithstanding any default by any party hereto.

5. **Enforcement; Severability.** GRANTOR and GRANTEE shall each have the right to enforce the easements and obligations under this Agreement in any manner provided for by law or in equity, including, without limitation, a suit for damages or injunctive relief. If any provisions or portions of this Agreement, or the application to any person or circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in full force and affect.

6. **Indemnification.** GRANTEE shall indemnify and hold the GRANTOR harmless from and against all claims, loss, costs, injury, death, or damage (including reasonable attorney fees and litigation expenses) to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with GRANTEE'S use, occupancy, or activities conducted in the Easement Area or the Temporary Construction Easement regardless of the cause of injury, except to the extent caused by the negligence or misconduct of GRANTOR, or its contractors, agents, employees, invitees or officers. This Agreement of indemnity does not waive any of GRANTEE'S governmental or sovereign immunity. GRANTEE shall retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

7. **Miscellaneous.**

A. **Successors and/or Assigns.** This Agreement and each term and condition hereof shall be binding upon and inure to the benefit of the parties and their respective successors and/or assigns, and no other party shall be entitled to enforce any term or condition of this Agreement nor have any rights hereunder.

B. **Waiver.** No delay or omission by a party to exercise any right or power accruing upon any non-compliance or failure of performance by the other under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the terms or conditions hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other term or condition herein contained.

C. **Headings.** The headings herein are for convenience and reference only, and in no way

define or limit the scope and content of this Agreement or in any way affect its provisions.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

E. Modifications. Any modification, waiver or discharge of this Agreement, must be in writing and signed by the parties to be bound.

F. Covenants Running With the Land. All of the easements, terms, and conditions set forth herein are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, incurring to the benefit of and enforceable by the parties hereto and their respective heirs, successors, and/or assigns.

G. Non-Use. Non-use or limited use of the rights granted in this Agreement shall not automatically prevent the benefitting party from later use of such rights to the fullest extent authorized herein. However, if **GRANTEE** abandons the Sanitary Sewer Facilities and fails to initiate the replacement of such facilities within a reasonable amount of time, this Agreement shall automatically terminate, and the easement rights described herein shall be null and void.

H. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party's last known address. Either party may change its address for notice by providing written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTOR:

SHEBOYGAN COUNTY

By: _____
Print Name: _____
Its: _____

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me on _____, 2020, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, Sheboygan County, State of Wisconsin
My Commission expires: _____

[The rest of this page intentionally left blank; Grantee's signature appears on the following page.]

GRANTEE:

VILLAGE OF KOHLER

By: _____
Thomas R. Schnettler, President

By: _____
Laurie Lindow, Clerk/Treasurer

Dated: _____, 2020.

AUTHENTICATION:

Signatures of Thomas R. Schnettler and
Laurie Lindow authenticated
on _____, 2020.

Michael J. Bauer, Member
State Bar of Wisconsin, SBN 1012261

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*[Grantee signature page to Sanitary Sewer Interceptor
Easement Agreement between Sheboygan County and Village of Kohler.]*

EXHIBIT A

Legal Description for Grantor's Property (Sheboygan County)

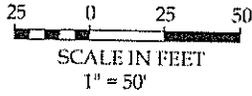
Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 20, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as: Commencing at the point of intersection of the centerline of Interstate 43 (formerly U.S. Highway "141") with the South line of Section 20; thence East along said South line 92.5 feet; thence North 00°48' West 1,113.6 feet to the centerline of Erie Avenue; thence South 62°14' West to the centerline of Interstate 43 (formerly U.S. Highway "141"); thence southeasterly along the centerline of said Highway to the point of beginning; excluding all land previously conveyed to the County for highway purposes.

Parcel No. 59024-351320

SANITARY SEWER EASEMENT EXHIBIT

Being a part of the SE1/4 of the SE1/4 of Section 20, Township 15 North, Range 23 East, situated in the Town of Sheboygan, Sheboygan County, Wisconsin.

SEE SHEET 2 OF 2 FOR EASEMENT DESCRIPTIONS:



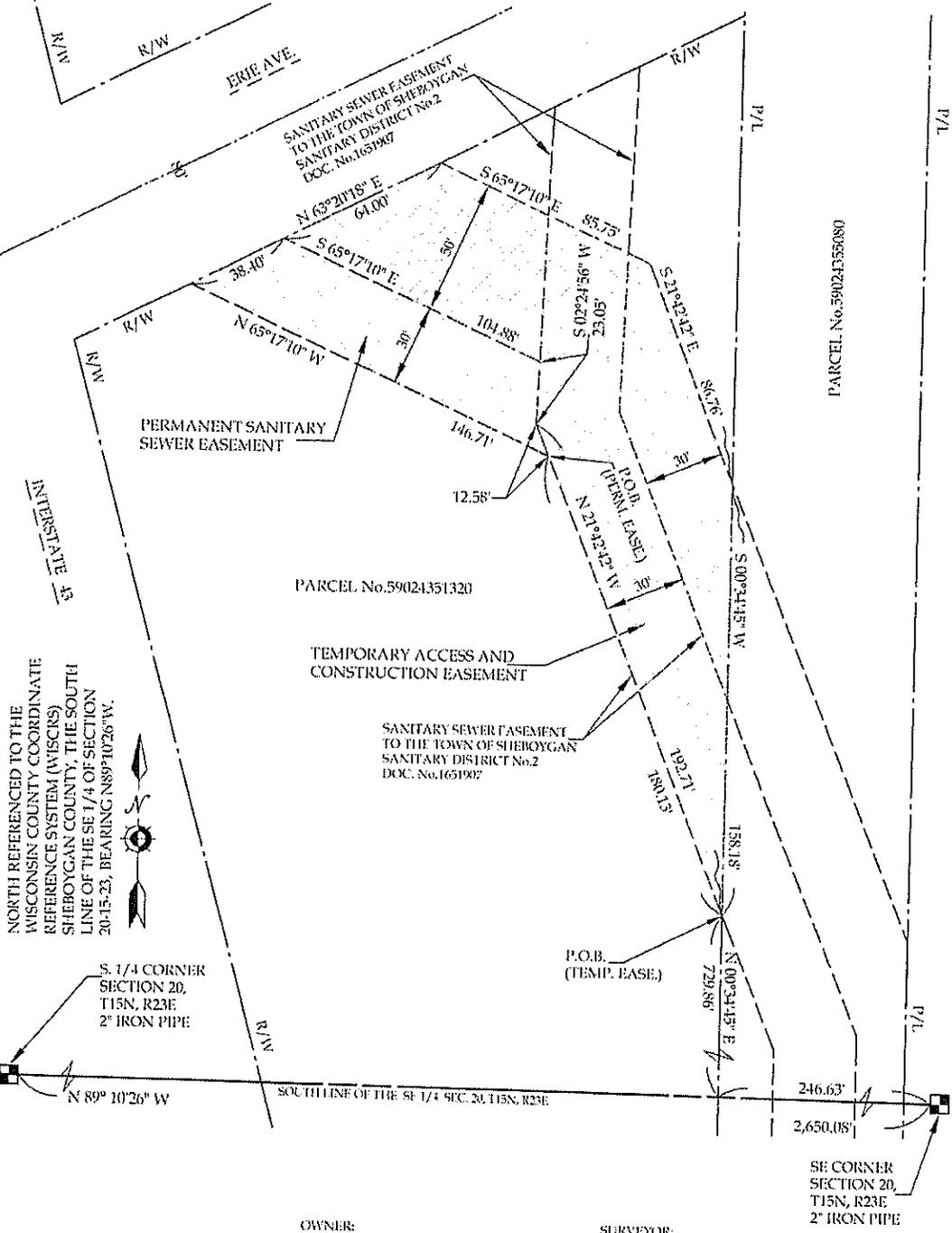
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P/L = PROPERTY LINE

— PERMANENT SANITARY SEWER EASEMENT
— TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

PARCEL No.59024351320

SAVE DATE: 5/19/2020 3:11 PM

PLOT DATE: 5/19/2020 3:13 PM



NORTH REFERENCED TO THE WISCONSIN COUNTY COORDINATE REFERENCE SYSTEM (WISCRS) SHEBOYGAN COUNTY, THE SOUTH LINE OF THE SE 1/4 OF SECTION 20-15-23, BEARING N89°10'26" W.

S:\Shoeb_Co\Kobier_V\proj\180458-Northern Interceptor Sewer\Survey\DWG\180458_09.dwg

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6668

OWNER:
SHEBOYGAN COUNTY PLANNING DEPT
508 NEW YORK AVE RM.335
SHEBOYGAN WI 53081-4126

SURVEYOR:
KAPUR & ASSOCIATES, INC.
7711 N. FORT WASHINGTON ROAD
MILWAUKEE, WI 53217
414.351.6668

SANITARY SEWER EASEMENT EXHIBIT

Being a part of the SE1/4 of the SE1/4 of Section 20, Township 15 North, Range 23 East, situated in the Town of Sheboygan, Sheboygan County, Wisconsin.

PERMANENT SANITARY SEWER EASEMENT:

That part of the SE1/4 of the SE1/4 of Section 20, Township 15 North, Range 23 East, situated in the Town of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows:

A 30' wide permanent sanitary easement described as follows: Commencing at the Southeast corner of said Section 20; thence North 89°10'26" West, along the south line of said SE1/4, 246.63 feet to the southerly extension of the easterly property line of the owner; thence North 00°34'45" East, along said easterly line and the southerly extension thereof, 729.86 feet to the westerly line of existing sanitary sewer easement to the Town of Sheboygan Sanitary District No.2, Document No.1651907; thence North 21°42'42" West, along said westerly line, 180.13 feet to the Point of Beginning; thence North 65°17'10" West, 146.71, more or less, to the southerly right of way line of Erie Avenue; thence North 63°20'18" East, along said southerly line, 38.40 feet; thence South 65°17'10" East, 104.88 feet more or less, to said westerly line of existing sanitary sewer easement to the Town of Sheboygan Sanitary District No.2, Document No.1651907; thence South 02°24'56" West, along said westerly line, 23.05 feet; thence South 21°42'42" East, continuing along said westerly line, 12.58 feet to the Point of Beginning.

Containing 3,714 square feet / 0.085 acres of land, more or less.

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT:

That part of the SE1/4 of the SE1/4 of Section 20, Township 15 North, Range 23 East, situated in the Town of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows:

A temporary access and construction easement described as follows: Commencing at the Southeast corner of said Section 20; thence North 89°10'26" West, along the south line of said SE1/4, 246.63 feet to the southerly extension of the easterly property line of the owner; thence North 00°34'45" East, along said easterly line and the southerly extension thereof, 729.86 feet to the westerly line of existing sanitary sewer easement to the Town of Sheboygan Sanitary District No.2, Document No.1651907, and the Point of Beginning; thence North 21°42'42" West, along said westerly line, 192.71 feet; thence North 02°24'56" East, along said westerly line, 23.05 feet; thence North 65°17'10" West, 104.88 feet more or less, to the southerly line of Erie Avenue; thence North 63°20'18" East, along said southerly line, 64.00 feet; thence South 65°17'10" East, 85.75 feet; thence South 21°42'42" East, 86.76 feet to said easterly property line of the owner; thence South 00°34'45" West, along said easterly property line, 158.18 feet to the Point of Beginning.

Containing 13,590 square feet / 0.312 acres of land, more or less.

SAVE DATE: 5/19/2020 3:11 PM
PLOT DATE: 5/19/2020 3:14 PM

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OWNER:
SHEBOYGAN COUNTY PLANNING DEPT
508 NEW YORK AVE RM 335
SHEBOYGAN WI 53081-4126

SURVEYOR:
KAPUR & ASSOCIATES, INC.
771 N. PORT WASHINGTON ROAD
MILWAUKEE, WI 53217
414.351.6668



SHEBOYGAN COUNTY

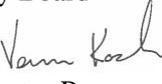
Vernon C. Koch
Chairman of the Board

Adam N. Payne
County Administrator

WISCONSIN

Date: August 24, 2020

To: Sheboygan County Board

From: Chairman Koch 
County Administrator Payne 

Re: Proposed Disease Control Ordinance

These are unprecedented times with no playbook to follow. For many of us, COVID-19 has been all consuming and it has created angst and uncertainty that is difficult to navigate. We continue to be so proud of our public health professionals, emergency responders, direct care providers and the business community as a whole who have all worked so hard and made sacrifices to keep our community safe and economy going.

As most people know, it is because of this hard work and collaboration that Sheboygan County has been able to largely keep COVID-19 in check. However, as we have seen and learned from other communities across the nation, not everyone has had the same experience, and in some cases, hospital systems have become overrun with patients.

The proposed Disease Control ordinance was developed to be sure we are better prepared if we see a significant surge in COVID-19, our hospitals are on the brink of being overrun, and as result, our County Public Health Officer needs to issue a county-wide public health order. These triggers were developed in collaboration with our two primary hospitals. We also have heard that many people are uncomfortable with one unelected person having so much authority. Therefore, in the spirit of collaboration, the proposed ordinance built in County Board Executive and Health and Human Services Committees oversight, and added enforcement penalties that are less harsh than what current State law provides for.

Following the recommendation of the Health and Human Services Committee, we have received a lot of feedback, and we continue to listen and take a thoughtful approach. To further improve clarity of the proposed ordinance, we are recommending to the Executive Committee the following refinements: 1) Adding more explanation for what prompted the proposed ordinance, 2) In addition to two standing committees of the County Board providing legislative oversight for any potential county-wide public health order, adding the oversight of the full County Board, and, 3) Eliminating any reference to businesses.

Attached is an updated redline version of the proposed ordinance so you can see the changes and additions we are recommending. The Corporation Counsel has also added a chart that compares and contrasts current State law with the content contained in the proposed ordinance. Please note that in addition to the County Board oversight, there is also a 60-day limit on any county-wide order, that again, does not exist under current state law.

If we all continue to work together to defeat COVID-19, we hope we'll never need a county-wide public health order of any kind. We are striving to be prepared, transparent, and have checks and balances so all the authority is not in the hands of one person. We appreciate the support and input of the community that we serve.

1 SHEBOYGAN COUNTY ORDINANCE NO. _____ (2020/21)

2
3 Re: **Creating Section 10.09 – Disease Control – Providing for Enforcement of**
4 **Public Health Orders and Legislative County Board Oversight**

5
6
7 **WHEREAS**, Sheboygan County has an interest in protecting the public health, safety, and
8 welfare of the citizens of the County from the continued spread of COVID-19 and other communicable
9 diseases throughout the community, and

10
11 **WHEREAS**, Sheboygan County recognizes that it is critical to the economy that businesses
12 remain operational and employees remain available for work, and

13
14 **WHEREAS**, the purpose of this Ordinance is to be prepared if Sheboygan County experiences
15 a significant spike in COVID-19 cases and our hospitals are on the brink of being overrun, and

16
17 **WHEREAS**, the primary hospital system providers in Sheboygan County, Aurora Sheboygan
18 Memorial Medical Center and HSHS St. Nicholas, have a combined total of twelve (12) intensive care
19 unit (ICU) beds and twenty-two (22) additional COVID-19 dedicated medical surgical beds available
20 for use, and

21
22 **WHEREAS**, our hospital systems have communicated that if fifty percent (50%) of their ICU
23 beds or COVID-19 dedicated medical surgical beds are filled with COVID-positive patients, it is a key
24 indicator that our hospitals are becoming overwhelmed, and

25
26 **WHEREAS**, the local public health officer has authority under Wis. Stat. Chap. 252 to take
27 measures to prevent and control the spread of contagious diseases within Sheboygan County, and a
28 disease control Ordinance softens the existing authority by creating less punitive damages and a
29 checks-and-balances process with County Board oversight of the public health officer's issuance of
30 county-wide orders, and

31
32 **WHEREAS**, in the event Sheboygan County's hospital systems indicate they have reached
33 the fifty percent (50%) threshold for COVID patients, or if other key monitoring criteria shows a surge
34 in COVID cases, the public health officer may need to enact orders to prevent and suppress the spread
35 of COVID, and

36
37 **WHEREAS**, Sheboygan County promotes education on communicable diseases and personal
38 responsibility in keeping each other safe but recognizes that in certain situations enforcement may be
39 necessary, and

40
41 **WHEREAS**, the County Board finds it in the best interest of the public to create a civil
42 enforcement mechanism for violation of public health orders, if needed, and to provide County Board
43 oversight of county-wide orders;

44
45 **NOW, THEREFORE**, the County Board of Supervisors of the County of Sheboygan does
46 ordain as follows:

47
48 Section 1. **Creating Section 10.09 – Disease Control.** Section 10.09 of the
49 Sheboygan County Code of Ordinances is hereby created to read as follows:

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51 10.09 DISEASE CONTROL.

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- (1) AUTHORITY. This Section is enacted pursuant to Wis. Stat. §§ 251.06, 252.03, 252.06, 252.19, 252.21, 252.25, and Wis. Admin. Code DHS ch. 145 which are wholly incorporated by reference.
- (2) PURPOSE. The purpose of this Section is to promote the public health, safety, convenience, and general welfare and to establish civil enforcement of public health orders.
- (3) DUTIES OF LOCAL HEALTH OFFICER PER WIS. STAT. § 252.03.
 - (a) The Sheboygan County Health Officer, upon the appearance of any communicable disease in Sheboygan County will immediately investigate all circumstances and make a full report to the County Board and Wisconsin Department of Health Services.
 - (b) The Sheboygan County Health Officer will promptly take all measures necessary to prevent, suppress, and control communicable diseases and will report to the County Board the progress of the communicable diseases and the measures used against them as needed to keep the County Board fully informed or at such intervals as the Wisconsin Secretary of Health may direct.
 - (c) The Sheboygan County Health Officer may do what is reasonable and necessary for the prevention and suppression of disease, may forbid public gatherings when deemed necessary to control outbreaks or epidemics, and shall advise the Wisconsin Department of Health Services of measures taken.
 - (d) No person shall interfere with the investigation under this Section of any place or its occupants by the Sheboygan County Health Officer or his or her assistants.
- (4) PREVENTING SPREAD. No person who is knowingly infected with a communicable disease may willfully violate the recommendations of the local health officer or subject others to danger of contracting the disease. No person may knowingly and willfully take, aid in taking, advise, or cause to be taken, a person who is infected or is suspected of being infected with a communicable disease into any public place or conveyance where the infected person would expose any other person to danger of contracting the disease.
- (5) ORDERS TO THE PUBLIC AT-LARGE AND ~~COMMITTEE~~COUNTY BOARD OVERSIGHT.
 - (a) Public Health Officer Orders. ~~the~~The County Board expressly authorizes the Public Health Officer to issue orders, pursuant to Wis. Stat. § 252.03, to the public at-large for a period of not more than sixty (60) days, which may be extended by subsequent orders, when he or she deems it reasonable and necessary for the prevention and suppression of disease. Such authority extends to forbidding public gatherings when deemed necessary to control outbreaks or epidemics.

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The Public Health Officer shall inform the State of Wisconsin Department of Health Services of the measures taken.

(b) ~~Health and Human Services Committee and Executive Committee~~ County Board Oversight. Any order to the public at-large shall be submitted to the Health and Human Services and Executive Committees upon issuance for review at a joint meeting. The Health and Human Services and Executive Committees may take action to recommend ratification or nullification of said order to the County Board, and the County Board may ratify or nullify said order. If no action is taken to nullify, the order remains in effect as issued.

(6) ENFORCEMENT; PENALTY.

(a) Any person who violates or obstructs an order of the Sheboygan County Health Officer or the State of Wisconsin Department of Health Services is subject to any of the following:

1. The issuance of a citation pursuant to Wis. Stat. § 66.0113. A citation may be issued by law enforcement officers or the local health officer or his or her designee.
2. A forfeiture of Twenty-five Dollars (\$25.00) for the first offense, Fifty Dollars (\$50.00) for the second offense, and One Hundred Dollars (\$100.00) for the third or subsequent offense.
3. The issuance of a Summons and Complaint, the entry of a civil judgment for a forfeiture, and (temporary or permanent) injunctive relief.
4. A court order pursuant to Wis. Admin. Code DHS § 145.06(5).
5. Each day a violation exists shall be a separate offense.

~~(b) Any business in which an individual is violating a public health order shall ask the individual to leave the premises. Businesses and organizations may rely on an individual's statements if they claim to be exempt from the public health order for the reasons permitted.~~

~~(c) Any business violating a public health order may be subject to administrative action for any licenses it possesses within the County.~~

~~(d)~~ Proceeding under any other Ordinance or law relating to the same or other matter shall not preclude enforcement under this Section.

Section 2. **Effective Date.** The herein Ordinance shall take effect upon the day following publication.

Respectfully submitted this 18th day of August, 2020.

HEALTH & HUMAN SERVICES COMMITTEE*

154 _____
155 Brian C. Hoffmann, Chairperson

Curt A. Brauer, Vice-Chairperson

156
157 _____
158 William C. Goehring, Secretary

Marilyn Montemayor

159
160 _____
161 Vicky Schneider

Wendy Schobert

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163 Opposed to Introduction:

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165 _____
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167 *County Board members signing only

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170 Countersigned by:
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173 _____
174 Vernon Koch, Chairperson

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176 R:\CLIENT\08299\00013\00158343.DOCX

August 24, 2020, draft

Ordinance Creating Section 10.09 - *Disease Control*-Providing for Enforcement of Public Health Orders and County Board Oversight

Current State Law

Proposed Section 10.09

Wis. Stat. § 252.03 - Duties of Local Health Officer	Section 10.09 (1), (2), (3) - Duties as listed in Wis. Stat. § 252.03
Wis. Stat. § 252.19 - Communicable Diseases, suspected cases, protection of public	Section 10.09 (4) - Preventing Spread Prohibits the same activities as set forth in Wis. Stat. § 252.19
No oversight of Public At-Large Orders	Section 10.09 (5) - Order to the Public At-Large and Committee Oversight establishes a process for county board committee/board oversight into county-wide orders and provides opportunity for public input. It also places a sixty- (60-) day limit on county-wide orders, subject to further review and extension.
Wis. Stat. § 252.25, Violation of law relating to Health	Section 10.09 (6) Enforcement Penalty (No Criminal Penalties)
<ul style="list-style-type: none">• Allows for enforcement by law enforcement and the District Attorney or local public health officer• Imprisonment for not more than 30 days or fined not more than \$500 or both• Petition for court order under Wis. Admin. Code DHS § 145.06(5)	Alternative enforcement to existing penalties: <ul style="list-style-type: none">• Citation (\$25 to \$100)• Summons and complaint for code violations



**CHIEF ELECTED OFFICIALS (CEO) CONSORTIUM AGREEMENT
BETWEEN THE COUNTIES OF THE WISCONSIN
BAY WORKFORCE DEVELOPMENT AREA**

**Initiated October 1, 2012, Amended May 19, 2016
Submitted for County Renewal 6-11-2020**

This Chief Elected Officials (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area, was made and entered into on October 1, 2012, **submitted for county renewal June 11, 2020**, and amended pursuant to Public Law, by and between the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

RECITALS

WHEREAS, the Congress of the United States adopted Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) enacted July 22, 2014, authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core career services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility, and improve youth programs; and

WHEREAS, under WIOA §106 (b), the Wisconsin Governor (“Governor”) has designated eleven (11) Workforce Development Areas (“WDAs”) within the State to administer the provisions of the WIOA; and

WHEREAS, the WDA, designated by the Governor, for the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, “Counties;” individually, “County”) is the Wisconsin Bay Workforce Development Area (“Bay WDA”); and

WHEREAS, the WIOA, as well as *Wisconsin Statute* §66.0301, provides counties within a WDA the authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIOA; and

WHEREAS, in accordance therewith, the Board of Supervisors for each county in the Bay WDA adopted resolutions authorizing their respective Chief Local Elected Official (“CLEO”) to enter into this Chief Elected Official (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area (“Agreement”), for the purpose of carrying out WIOA §107.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective CEOs, do hereby agree as follows:

AGREEMENT
SECTION I – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply to the following terms/acronyms:

- A. “County Consortium” – shall refer to the eleven (11) counties of the Bay WDA that, through their respective Chief Elected Officials (CEOs), have constituted themselves to be a Consortium per *Wisconsin Statutes* §66.0301.
- B. “Local Elected Officials Board / Workforce Development Board (WDB) Joint Agreement” (“Joint Agreement”) – shall refer to that agreement entered into between the LEO Board and the, pursuant to WIOA §107 and §121, for purposes of memorializing their respective partnership obligations thereunder.
- C. Chief Elected Official (“CEO”) – shall refer to the County Executive of the counties that have an office of County Executive under *Wisconsin Statutes* Chapter 59, and shall refer to the Board Chair of those counties that do not have an office of County Executive thereunder.
- D. Consortium Chief Local Elected Official (“CLEO”) – shall refer to that Local Elected Official (LEO) selected by the LEO Board per its duly enacted “Local Elected Officials Bylaws of the Consortium” (“LEO Bylaws”) to serve as the Chair of the LEO Board under WIOA. The CLEO selected hereunder must be an elected official of the County.
- E. “Designee” – shall refer to that individual designated by his/her CEO under applicable LEO Bylaws to serve, in place of said CEO, as one of the eleven (11) LEO Board members; **provided that he/she is an elected official of his/her respective County.**
- F. “LEO Board” – shall refer to the eleven-member board of commissioners appointed to act as the Bay WDA’s County Consortium governing unit and legal representatives, the membership of which shall:
 - 1. Consist of each County’s CEO or Designee; and
 - 2. Shall be maintained in accordance with the governing LEO Bylaws, as may be amended from time to time.
- G. “Workforce Development Board” (“WDB”) – shall refer to the entity appointed by the LEO Board, pursuant to WIOA §107, to provide in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIOA programs, services, and activities in the WDA.
- H. “Local Plan” – shall refer to the 4-year comprehensive Local Plan developed by the WDB in partnership with the LEO Board in a manner consistent with the State plan, as well as WIOA §108.
- I. “Memorandum of Understanding” (“MOU”) – shall refer to the agreement pursuant to WIOA §121 (c), developed by the WDB and approved by the LEO Board, entered into between the WDB and respective One-Stop Partners in regards to the WDA’s One-Stop Delivery System.
- J. “One-Stop Delivery System” (“OSDS”) – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the WDB and the LEO Board, at not less than one physical center in each WDA, the services described within WIOA §121 (e).

- K. “Workforce Investment System” – shall refer to the statewide system developed with WIOA funds, to provide WIOA programs, services, and activities through a One-Stop Delivery System (OSDS).

AGREEMENT

SECTION II – ESTABLISHMENT OF THE CONSORTIUM.

- A. Pursuant to *Wisconsin Statute* §66.0301, the Counties of the Bay WDA – Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan, through their respective CEOs, do hereby constitute themselves to be the Bay Workforce Development Area Chief Elected Official (CEO) Consortium (“Consortium”) for purposes of WIOA §107.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties so long as notice, in the manner set forth in the governing LEO Bylaws, is provided to each County in advance, and the related petition complies with governing law.
- C. The Counties may terminate this Agreement in the event that expected or actual funding from the State or Federal governments, or other sources, is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible, effective only upon advance notice of termination with receipt acknowledged by each County and the Governor.
- D. The Consortium may be dissolved, and this Agreement rescinded; provided that consent from all County Board Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDA’s WDB and the LEO Board fails to agree upon the development and/or submission of the Local Plan created pursuant to WIOA, and/or the choice of a grant recipient or sub-grant recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under WIOA §106, thereby terminating this Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination, or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.

AGREEMENT

SECTION III – GOVERNANCE/ORGANIZATION OF THE CONSORTIUM

- A. The Consortium shall exercise those powers granted to CEOs under WIOA through its governing unit and legal representative, the LEO Board – an eleven (11) member board of commissioners whose membership must consist of each County’s CEO or Designee, **who must be an elected official of the same county** and shall be maintained consistent with the governing LEO Bylaws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its bylaws, the LEO Board shall elect from its membership a Chair, a Vice-Chair, and such other officers as may be provided for therein. and any vacancies hereunder shall be filled by election, in accordance with the applicable bylaws, for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the LEO Bylaws, and unless stated otherwise, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (CLEO), his/her term of which shall be specified within the LEO Bylaws, for purposes of WIOA §107; shall execute all documents and contracts as authorized by the LEO Board; shall appoint a staff person of one of the Counties or the administrative entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to WIOA.
- D. Along with any other appointments set forth in the LEO Bylaws or Joint Agreement, and so long as consistent therewith, the LEO Board, subject to Governor certification under WIOA §106, shall appoint a WDB to set policy for the Workforce Investment System in the WDA, the minimal composition of which must include:
1. A majority of representatives who are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority, who represent businesses, including small businesses, or organizations representing businesses 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 WDA, and are appointed from among individuals nominated by local business organizations and business trade associations;
 2. Not less than 20 percent of representatives of the workforce within the local area who shall include representatives of labor organizations nominated by local labor federations; and a representative who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program.

In addition, representatives in this category 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 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. Representatives of entities administering education and training activities in the local area, who shall include a representative of eligible providers administering adult education and

literacy activities under Title II; a representative of institutions of higher education providing workforce investment activities (including community colleges); and 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. Representatives of governmental and economic and community development entities serving the WDA, who shall include a representative of economic and community development entities; a representative from the State employment service office under the Wagner-Peyser Act serving the WDA; a representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the WDA; and may include representatives of agencies or entities administering programs serving the WDA relating to transportation, housing, and public assistance; and may include representatives of philanthropic organizations serving the WDA.
 5. May include other individuals or representatives of entities as the Chief Elected Official may determine to be appropriate. If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended, pursuant to WIOA §107 (c) (1) (B) (ii). The WDB duly appointed by the LEO Board, pursuant to WIOA §107, shall be known as the Bay Area Workforce Development Board (“Bay Area WDB” or herein, “WDB”).
- E. When WDB vacancies occur, the LEO Board will solicit nominations from appropriate business, education, state, and community organizations throughout the region to fill workforce development area Board vacancies. All LEO Board members may submit such nominations. The WDA Administrative Entity will carry out the required process for accepting nominations and properly record all such nominations for the LEO Board.
- F. Unless specifically designated otherwise in the Bylaws or Joint Agreement, and so long as is consistent therewith, the LEO Board shall serve as the Local Grant Recipient (“Grant Recipient”) for WIOA grant funds allocated to the WDA, and shall be liable in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the Bylaws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient (“Sub-Recipient”) for WIOA grant funds allocated to the WDA. Unless, and until such time that the Bylaws and Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the WDA shall be the WDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIOA grant funds.
- G. There shall be established, as a subgroup of the WDB, a Youth Standing Committee whose membership shall be appointed, in cooperation with the LEO Board, by the WDB, and shall assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth [Sec. 107 (b)(4)(ii)]. The Youth Standing Committee shall:
1. Coordinate area-wide youth services;
 2. Assist with planning

3. Oversee operational programs related to youth services
4. Design and build comprehensive youth services at the local level
5. Identify gaps in services and develop a strategy to use competitive selections or community partnerships to address the unmet needs of youth
6. Coordinate youth policy
7. Ensure quality services
8. Leverage financial and programmatic resources
9. Recommend eligible youth service providers

The Youth Standing Committee shall be chaired by a member of the WDB and include members of community-based organizations with a demonstrated record of success in serving eligible youth, and may include other individuals with appropriate expertise and experience, parents, participants, and youth, as well as program representatives from:

- i. Education and Training
- ii. Vocational Rehabilitation
- iii. Health and Mental Health
- iv. Housing and Public Assistance
- v. Justice, including juvenile justice
- vi. Philanthropy
- vii. Economic and Community Development
- viii. Employers

H. To receive funding under WIOA §128, a One-Stop Delivery System (“OSDS”) shall be established, through WDB designation provided that it is consistent with WIOA §107 and §121, and approved by the LEO Board of a One-Stop Operator, that, at a minimum and in a manner consistent with WIOA §121 (d), shall make the following programs, services, and activities accessible at not less than one physical center within the WDA:

1. Provide the career services described in WIOA §134 (c) (2);
2. Provide access to training services as described in WIOA §134 (c) (3), including serving as the point of access to training services for participants in accordance with WIOA §134 (c) (3) (G);
3. Provide access to the employment and training activities carried out under WIOA §134 (d), if any;
4. Provide access to programs and activities carried out by One-Stop Partners described in subsection (b);
5. Provide access to the data, information, and analysis described in §15 (a) of the Wagner-Peyser Act [29 U.S.C. 491-2 (a)] and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner–Peyser Act (29 U.S.C. 49 et seq.).

AGREEMENT

SECTION IV – ADMINISTRATION OF THE CONSORTIUM

As the Consortium’s governing unit, the LEO Board shall exercise ongoing oversight of WDB activities; maintain an ongoing relationship with the WDB; and work in tandem with the WDB for purposes of carrying out WIOA programs, services, and activities. However, unless provided otherwise by WIOA or herein, the details of how the LEO Board and the WDB will work together to accomplish the same, shall be negotiated and contained in an Agreement consistent with WIOA §107 and §116. The aforementioned Agreement, entered into in a manner consistent herewith, is the Local Elected Officials Board / Bay Area Workforce Development Board Joint Agreement (“Joint Agreement”), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively, or in cooperation with the WDB, must comply with the following WIOA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under WIOA §106;
- B. In partnership with the WDB, the LEO Board shall develop, approve, and submit to the Governor, a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as WIOA §108, including, at a minimum, the following therein:
 1. A description of the strategic planning elements consisting of—
 - a. An analysis of the regional economic conditions including—
 - (i) existing and emerging in-demand industry sectors and occupations; and
 - (ii) the employment needs of employers in those industry sectors and occupations;
 - b. An analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations;
 - c. An analysis of the workforce in the region, including current labor force employment (and unemployment) data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment;

- d. An analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of employers in the region;
 - e. A description of the WDB's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures based on primary indicators of performance described in WIOA §116 (b)(2)(A) in order to support regional economic growth and economic self-sufficiency; and
 - f. Taking into account analyses described in subparagraphs (a) through (d), a strategy to work with the entities that carry out the core programs to align resources available to the local area, to achieve the strategic vision and goals described in subparagraph (e);
 2. A description of the workforce development system in the local area that identifies the programs that are included in that system and how the WDB will work with the entities carrying out core programs and other workforce development programs to support alignment to provide services, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the State plan under §102 (b) (1) (E);
 3. A description of how the WDB, working with the entities carrying out core programs, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to a recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable);
 4. A description of the strategies and services that will be used in the local area—
 - a. in order to—
 - i. facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
 - ii. support a local workforce development system that meets the needs of businesses in the local area;
 - iii. better coordinate workforce development programs and economic development;
 - iv. strengthen linkages between the OSDS and unemployment insurance programs; and

- b. that may include the implementation of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies, designed to meet the needs of employers in the corresponding region in support of the strategy described in paragraph (1) (f);
5. A description of how the local board will coordinate workforce investment activities carried out in the local area with economic development activities carried out in the region in which the local area is located (or planning region), and promote entrepreneurial skills training and microenterprise services;
6. A description of the One-Stop Delivery System (OSDS) in the local area, including—
 - a. A description of how the local board will ensure the continuous improvement of eligible providers of services through the OSDS and ensure that such providers meet the employment needs of local employers, and workers and jobseekers;
 - b. A description of how the local board will facilitate access to services provided through the OSDS, including in remote areas, through the use of technology and through other means;
 - c. A description of how entities within the OSDS, including One-Stop Operators and the One-Stop Partners, will comply with WIOA §188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities; and
 - d. A description of the roles and resource contributions of the One-Stop Partners;
7. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area;
8. A description of how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities, as described in WIOA §134 (a) (2) (A);
9. A description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities, which description and assessment shall include an identification of successful models of such youth workforce investment activities;
10. A description of how the local board will coordinate education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services;

11. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area;
12. A description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the local area through the OSDS, to improve service delivery and avoid duplication of services;
13. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B) (i) of §107 (d) (11) and §232, the review of local applications submitted under Title II;
14. A description of the replicated cooperative agreements [as defined in §107 (d) (11)] between the local board or other local entities described in §101 (a) (11) (B) of the Rehabilitation Act of 1973 [29 U.S.C. 721 (a) (11) (B)] and the local office of a designated State agency or designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 720 et seq.) (other than §112 or Part C of that title (29 U.S.C. 732, 741) and subject to §121 (f) in accordance with §101 (a) (11) of such Act [29 U.S.C. 721 (a) (11)] with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;
15. An identification of the entity responsible for the disbursement of grant funds described in §107 (d) (12) (B) (i) (III), as determined by the Chief Elected Official or the Governor under §107(d)(12)(B)(i);
16. A description of the competitive process to be used to award the sub grants and contracts in the local area for activities carried out under this title;
17. A description of the local levels of performance negotiated with the Governor and Chief Elected Official pursuant to §116 (c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under Subtitle B, and the OSDS, in the local area;
18. A description of the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State board pursuant to §101 (d) (6);
19. A description of how training services under Chapter 3 of Subtitle B will be provided in accordance with §134 (c) (3) (G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided;

20. A description of the process used by the local board, consistent with subsection (d), to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the local plan, prior to submission of the plan;
21. A description of how One-Stop Centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by One-Stop Partners; and;
22. Such other information as the Governor may require.

The LEO Board/WDB Local Plan, developed to be submitted to the Governor for approval under WIOA §108, the approval of which when duly obtained thereunder, will be the Wisconsin Bay Workforce Development Area WIOA Local Plan 2016 (“Local Plan”).

- C. The LEO Board shall review and approve the budget developed by the WDB for the purpose of carrying out its duties as a WDA in accordance with WIOA §107 (“Budget”).
- D. In cooperation with the WDB, the LEO Board, as Grant Recipient, shall disburse funds, pursuant to WIOA §107, for workforce investment activities at the direction of the WDB; provided that said direction does not violate any provision of WIOA.
- E. Consistent with WIOA §121 (d), the LEO Board shall approve the WDB’s designation or certification of One-Stop Operators.

In addition, the LEO Board shall approve any request by the WDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the WDB, as well as any of its staff employed under WIOA §107, shall not serve as the One-Stop Operator for the WDA.

- F. Consistent with WIOA §121 (c), the LEO Board shall review and approve any Memorandum of Understanding (“MOU”) entered into between the WDB and the One Stop Partners concerning the operation of the OSDS within the WDA, the MOU of which, at a minimum, consists of the following provisions:
 1. The services to be provided through the OSDS consistent with the requirements of WIOA §121, including the manner in which the services will be coordinated and delivered through such system;
 2. How the costs of such services and the operating costs of such system will be funded, including—
 - a. Funding through cash and in-kind contributions (fairly evaluated), which contributions may include funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing OSDS operations;
 - b. Funding of the infrastructure costs of One-Stop Centers in accordance with WIOA §121(h);

3. Methods of referral of individuals between the One-Stop Operator and the One-Stop Partners for appropriate services and activities;
 4. Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the OSDS; and
 5. The duration of the memorandum of understanding and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services; and
 6. Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.
- G. The LEO Board shall work with the WDB to conduct the oversight mandated by WIOA §107 (d) (8), with respect to local programs of youth activities authorized under of the WIOA §129, local employment and training activities authorized under WIOA §134, and the OSDS within the WDA, consistent with WIOA, as well as the Bylaws and Joint Agreement entered into thereunder.

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SECTION V - FISCAL MANAGEMENT; LIABILITY; MISUSE OF GRANT FUNDS

A. Fiscal Management.

Unless designated otherwise in the Bylaws, Joint Agreement or herein, and so long as said designation is consistent with the WIOA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the WDA under of the WIOA §128 and §133. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIOA funds granted hereunder.

In addition and notwithstanding its designation of the WDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder:

1. The LEO Board shall continuously monitor, and shall require the WDB to continuously monitor, WIOA grant-supported activities in accordance with Office of Management and Budget **Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”)** as implemented in December 2014.

2. Code of Federal Regulations Part 200 (as amended 2014), including the Department of Labor exceptions codified at 2 CFR 200.102 as applicable and as amended from time to time, referenced within WIOA §184; and shall require the WDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIOA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the WDB and/or Sub-Recipient:
 - a. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
 - b. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
 - c. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with regular reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board.;
3. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIOA; and
4. That regardless of whether it remains the Sub-Recipient, the WDB will establish and maintain bylaws consistent with the WIOA, as well as the Bylaws and a Joint Agreement to ensure the efficient administration and management of its WIOA programs, services and activities that, at a minimum, indicate how the BAWDB will:
 - a. Identify, consistent with WIOA §123, eligible providers of youth activities in the WDA by awarding grants or contracts on a competitive basis.
 - b. Identify, consistent with WIOA §122, , eligible providers of training services within the WDA;
 - c. As applicable, under WIOA §134, will identify eligible providers of intensive services within the Bay WDA by awarding contracts;
 - d. Assist the Governor in developing the statewide employment statistics system. as referenced within WIOA §107 (d) (1);
 - e. Coordinate the workforce investment activities authorized under WIOA and carried out in the WDA with economic strategies, and develop other employer linkages with such activities;

- f. Promote the participation of private sector employers in the State's workforce system and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the WDA or through other organizations, to assist such employers in meeting hiring needs;
- g. Make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
- h. Not, absent receipt of a Governor waiver, itself, provide the training services described within WIOA §134
- i. Not allow its members to vote on a matter under BAWDB consideration that:
 - i. relates to the provision of services by said members or an entity represented by said members;
 - ii. would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
- j. Solicit and accept grants and donations from sources other than Federal funding that is made available under WIOA; and
- k. Employ the staff deemed necessary to administer and disburse funds for the applicable WIOA programs, services and activities and handle issues relating to grievances, nepotism, Maintenance of Effort, and additional Conflicts of Interest or Ethical Obligations not already addressed herein.

In the event that the WDB's current Bylaws entitled "Bylaws of the Bay Area Workforce Development Board" ("Board Bylaws"), or any duly enacted amendments thereto, conflict with the LEO Board Bylaws or Joint Agreement, the LEO Board Bylaws and Joint Agreement shall prevail so long as consistent with the WIOA.

B. Liability Management.

To further manage the LEO Board's exposure in the event of misused WIOA grant funds allocated to the WDA, the LEO Board shall adhere, and, where applicable, shall require the WDB and/or any of its providers to adhere, to the following guidelines:

1. That WIOA programs, services, and activities in the WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIOA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. 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;
2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
3. That the WDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from:
 - a. The wrongful, intentional, or negligent acts or omissions of the WDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or
 - b. The breach by the WDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the Bylaws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with WIOA and as amended from time to time;
4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
5. That to the extent permitted by law, WDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the WDB and/or the Sub-Recipient.

C. Misuse of Grant Funds.

In the case of any misuse of grant funds allocated under WIOA to the Bay Workforce Development Area, liability shall be assigned as follows:

1. The Fox Valley Workforce Development Area.

Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Bay Workforce Development Area County Consortium. Outagamie County understands and agrees that the Bay WDA LEO Board, its Consortium and its Counties are not, and should not be, held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the Bay WDA's LEO Board, its Consortium, and its Counties from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, that the Bay WDA's LEO Board, its Consortium and its counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to:

- a. Outagamie County's participation in the Fox Valley Consortium;
- b. The acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or
- c. Any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.

2. Misuse of Consortium Funds.

The Consortium understands that the Counties are liable for any misuse of WIOA grant funds allocated to the WDA in accordance with the requirements of **CFR Part 200, Uniform Guidance**. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

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SECTION VI – ADDITIONAL PROVISIONS.

A. Term.

This Agreement shall be reviewed annually and renewed every five (5) years unless the counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA).

When a new Chief Elected Official (CEO) for a member county (as defined in Section I. C. of the Agreement) is elected, the LEO Board shall ensure that information about the county's rights and responsibilities under WIOA is provided to the new county CEO and her/his signature obtained on a copy of the Bay Area Counties Consortium Agreement.

In the event that this Agreement is terminated or not renewed, the counties agree to cooperate in transitioning programs and services consistent with WIOA, as well as the Bylaws and Joint Agreement, this Agreement and/or any other agreements or governing procedures duly enacted under WIOA (collectively "Governing Law"). If and when it is determined that this Agreement shall be terminated, the LEO Board shall take possession of all documents associated with WIOA so long as consistent with the Governing Law.

B. Acquisition and Disposal of Property.

The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under *Wisconsin Statutes* §59.06, §66.0139 and §75.35, as may be amended from time to time, as well as Governing Law.

C. Open Records/Open Meetings.

Both the LEO Board and the WDB shall conduct business openly and in accordance with Wisconsin's Open Records provisions set forth in *Wisconsin Statutes* Chapter 19, including but not limited to the following:

1. That all actions taken by the LEO Board or the WDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their respective Bylaws;
2. That duly noticed closed sessions of the LEO Board or the WDB shall not allow for LEO Board members to be excluded from WDB closed session meetings, nor shall it allow for WDB members to be excluded from LEO Board closed session meetings, when the issue under discussion in said closed session relates to WIOA programs, services and activities, the Local Plan, budget, or staff members employed in accordance with WIOA;
3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin's Open Records provisions;
4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin's Open Records provisions; and
5. That the record custodian referenced within Wisconsin's Open Records provisions be designated within the respective bylaws and posted for the public in accordance therewith.

D. Applicable Law.

This Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. Roberts Rules of Order (Newly Revised) shall govern the procedures of the Consortium insofar as they do not conflict with WIOA or the Governing Laws.

E. Amendments to the Bylaws.

The LEO Board may adopt operational and procedural bylaws consistent with WIOA State/Local Plans, and Joint Agreement. Any amendments to the current Bylaws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

F. Impact of Legislative Changes.

Any terms or conditions 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 same. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

G. Conduct of the LEO Board and the WDB.

Members of the LEO Board and the WDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:

1. That all members, as well as staff, of the LEO Board and the WDB comply with any and all applicable Federal or State Laws, including *Wisconsin Statutes* Chapter 946, governing the conduct of public officials;
2. That all members, as well as staff of the LEO Board and the WDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
3. That no member of the LEO Board or the WDB shall cast a vote on any provision of services by said member, or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;
4. That, annually, each member of the LEO Board and the WDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by WIOA;
5. That the LEO Board and the WDB shall not discriminate against any person contrary to WIOA §188, as well as Federal, State and local laws.

H. 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. This Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing Bylaws.

IN WITNESS WHEREOF, the Parties hereto have caused this Chief Elected Officials Consortium Agreement, as amended May 19, 2016, to be executed by the County Executive of the counties having an Office of the County Executive or by the Chairperson of the County Board of Supervisors of the counties without an Office of County Executive, or that respective county CEO's Designee to the Bay WDA's LEO Board.

As required in Section VI. A. of this Agreement, each of the Bay WDA counties will renew ratification of this Agreement as amended June 11, 2020 by county board or county CEO action by January 1, 2021.

**The Chief Elected Official (CEO) Consortium Agreement was adopted on October 1, 2012,
And amended May 19, 2016.**

June 11, 2020,	Agreement amendment and renewal proposed (Amended: Sec. I.E., Sec. III.A., Sec. V.A.1., Sec. V.A.2., Sec. V.C.2., Sec. VI.A.)
May 19, 2016	Amended: Section III (E)(F)(G)(H)
February 11, 2016	Amended: For WIOA
October 1, 2012	Adopted