

**WAUPACA COUNTY BOARD OF SUPERVISORS
ADJOURNED ANNUAL SESSION
DECEMBER 20, 2005**

Chair Koeppen called the meeting to order at 9:40 a.m. with 27 members present. Meeting was held at Lakeview Manor, Weyauwega.

Present: Suprs. Aasen, Allen, Barrington, Brown, Craig, Flease, Flink, Gabert, Hillskotter, Hurlbut, Johnson, Jonely, Koeppen, Kussmann, Lawrence, Loughrin, Mares, Murphy, Penney, Peterson, Rasmussen, Sasse, Sorensen, Steenbock, Trambauer, Trudell, Whitman.

Chair Koeppen made the open meeting statement that this meeting and all other meetings of this board are open to the public. Proper notice has been posted and given to the press, in accordance with Wisconsin Statutes so the citizenry may be aware of the time, place and agenda of this meeting.

A moment of silent meditation was observed followed by the Pledge of Allegiance.

Supr. Flink moved and Supr. Steenbock seconded the motion to approve the agenda. Motion carried 27-0.

Supr. Murphy moved and Supr. Rasmussen seconded the motion to approve the minutes from the November 15, 2005 meeting. Motion carried 27-0.

**NATIONAL YOUTH DEVELOPMENT AWARD
UWEX – Penny Tank**

UWEX Youth Development Educator presented 4-H Program Assistant Penny Tank the National Youth Development Distinguished Service Award.

**REPORT NO. 14 (2005-2006)
Veterans Service Office Annual Report
Jon LiDonne, County Veterans Service Officer**

Jon LiDonne presented the Financial Report, Admissions, Training Sessions and other services provided for the year 2004 by the Veterans Service Office. Chair Koeppen placed Report No. 14 on file in its entirety in the County Clerk's Office.

**REPORT NO. 15 (2005-2006)
Lakeview Manor 2004 Annual Report – Kelton Wilhite, Administrator**

Kelton Wilhite reviewed the 2004 annual report and introduced the management staff. Chair Koeppen placed Report No. 15 on file in its entirety in the County Clerk's Office.

**HIGHWAY COMMISSIONER DEAN STEINGRABER
County Road QQ Utility Permit**

Highway Commissioner Dean Steingraber informed the County Board that SBC will be installing fiber optic cable along County Highway QQ from the Wisconsin Veterans Home to the Waupaca High School.

**AMEND CHAPTER 7.04
OF THE WAUPACA COUNTY CODE OF ORDINANCES**

SUBJECT: SPEED RESTRICTION - County Trunk Highway "QQ"

WHEREAS, a traffic and engineering design has been made on the following described highway; and

WHEREAS, a review of the following described highway and the maximum permissible speed at which vehicles can be operated on said highway which is reasonably safe and prudent has been established pursuant to Sec. 346.57 and Sec. 349.11 of the Wisconsin Statutes,

NOW, THEREFORE, BE IT RESOLVED that the Waupaca County Board of Supervisors do hereby ordain as follows:

35 miles per hour from a point 0.88 miles northeast of its intersection with County Trunk "Q" northerly to its intersection with State Highway 54.

This ordinance shall be effective upon erection of standard signs giving notice thereof.

RECOMMENDED FOR INTRODUCTION BY WAUPACA COUNTY HIGHWAY COMMITTEE: /s/ G. Robert Flease, William Jonely, Donald Aasen, James Flink, Lloyd Mares

ATTEST:
/s/ Mary A. Robbins, County Clerk

APPROVED AS TO FORM:
/s/ Jeffrey J. Siewert, Corporation Counsel

Supr. Brown moved and Supr. Lawrence seconded the motion to amend Chapter 7.04 of the Waupaca County Code of Ordinances. Motion carried 27-0. Passed the 20th day of December, 2005.

**AMEND CHAPTER 5
OF THE WAUPACA COUNTY CODE OF ORDINANCES
Emergency Management**

5.10 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)/INCIDENT COMMAND SYSTEM (ICS)

Waupaca County will comply with the National Incident Management Systems (NIMS) requirement in all phases (i.e., mitigation, preparedness, response, recovery) of its

emergency management program, as detailed by the federal and state government, in order to facilitate an effective and coordinated emergency management system and in order to remain eligible for funding. As part of becoming compliant with the NIMS, Waupaca County hereby adopts the approved Incident Command System (ICS) for use in all emergency operations. The Waupaca County Emergency Management Director will provide county and municipal agencies with the information necessary to aid each entity with complying with the NIMS requirement(s.)

5.11 EMERGENCY BIDDING AND HIRING

In order to meet the needs of the community in a county-declared disaster in a timely manner while still meeting the federal guidelines for competitive purchasing, request for contractors may be released in the most expeditious form of legal notice and the open period may close no less than three (3) days after the request is publicly released. The County will review the submissions for both price and quality to select a bidder. In order to achieve economies of scale or to simplify the bidding process, municipalities may, at the time of disaster, submit a written letter requesting that the County hire contractors on the municipality's behalf. The municipality will remain responsible for the costs of their portion of the contract unless other arrangements are detailed in writing beforehand. The County may also implement, an expedited hiring process. The intent of this process is to bring into County service temporary employees that may be needed on a limited-term basis specifically to aid in the recovery from a County declared disaster. In a formally declared County disaster, this provision of the ordinance would supersede existing County policy, resolution or ordinance in order to expedite the hiring and/or bidding process(es) only during this specifically declared event. If the County Board Chairperson is not available for approval, the First Vice-Chairperson of the Board, Waupaca County Clerk, Waupaca County Emergency Management Director then Corporation Counsel may approve the implementation of this process.

5.12 VIOLATION – PENALTIES

It is unlawful for any person willfully to obstruct, hinder or delay any member of the Emergency Management Organization in the enforcement of any order, rule, regulation or plan issued pursuant to this chapter, or to any act forbidden by any order, rule, regulation or plan issued pursuant to the authority contained in this chapter. For a violation of any of the provisions of this chapter, the sanctions shall be forfeitures of \$200.00 for the first offense and \$500.00 for each subsequent offense. Each unlawful act is a separate offense.

Supr. Rasmussen moved and Supr. Whitman seconded the motion to waive the reading of Chapter 5 and to adopt the amendments to Chapter 5 of the Waupaca County Code of Ordinances. Motion carried 27-0. Passed the 20th day of December, 2005.

RESOLUTION NO. 22 (2005-2006)

WHEREAS, the participating Counties (hereinafter referred to as “Counties”) have entered into an agreement to develop a public safety communication group known as the Northeast Wisconsin Public Safety Communications (NEWCOM) to serve all participating agencies located within those Counties; and

WHEREAS, these participating counties desire to maintain compatibility and interoperability of their communication equipment and systems and to avoid duplication of equipment and services whenever possible, and to advance the public safety in these participating counties; and

WHEREAS, in an effort to achieve and maintain regional communications interoperability, all NEWCOM agencies recognize the importance of utilizing the recently completed information from the Statewide Needs Assessment and Plan for the Improvement of Public Safety Radio Communications Systems in Wisconsin and the recently completed “NEWCOM Regional Public Safety Radio Communications Study”; and

WHEREAS, NEWCOM currently addresses the development of an interoperable Public Safety Mobile Radio (PSMR) System. Each participating County shall maintain their own PSMR infrastructure within their geographical boundary and by independent agreement may share infrastructure used to link County PSMR systems together.

NOW, THEREFORE, for mutual consideration, which is hereby acknowledged, the undersigned parties enter into this intergovernmental agreement pursuant to §66.0301, Wis. Stats, for purposes of cooperation between these Counties with respect to the establishment of a NEWCOM group, subject to the following terms and conditions:

I. MISSION STATEMENT:

1. The mission of NEWCOM is to provide the participating counties with a reliable and responsive communications link between all emergency services and public safety agencies.

II. CREATION OF AN ADVISORY BOARD:

1. The NEWCOM Advisory Board (hereinafter “Board ”) shall be established and consist of one County Board Member or his/her designee and one official representing public safety from each participating County.
2. The Board shall meet quarterly or more often if needed.
3. The Board shall establish an annual administrative operating budget not to exceed \$300.00 per participating County for the first year.
4. The Board shall be responsible for the development of policies and procedures consistent with the Mission Statement on behalf of the participating Counties in the NEWCOM group.

5. The Board shall be responsible for resolution of any questions, disputes, controls, or cooperative agreements that may arise regarding the operation of NEWCOM. The Board shall be charged with making all on-going policy decisions regarding the NEWCOM PSMR system, and shall be the final arbiter of all disputes regarding NEWCOM.
6. The Board shall approve all ongoing shared costs when needed and shall make all recommendations for approved shared expenses on an annual basis. For budgeting purposes the Board shall present to the participating Counties an annual project budget by June 1st.
7. Grants awarded, if any, shall be used in compliance with all grant requirements for regional radio system components.

III. AUTHORITY TO CREATE COMMITTEES AS NEEDED:

1. The Board has the authority to create or dissolve working committees as needed.

IV. RESPONSIBILITIES OF EACH COUNTY UNDER THIS AGREEMENT:

1. Each participating County shall pass a resolution of the County Board committing to the NEWCOM group and the terms of this agreement.
2. The NEWCOM Group recognizes that individual Counties may not participate in projects pursued by NEWCOM and still retain membership in the group.

V. TERMINATION OF THIS AGREEMENT:

1. Any participating County may terminate its participation in this Agreement upon written notification by November 30th of each year and the said termination to take effect on the following January 1st.
2. Any funds invested by a participating County prior to notice of termination shall stay with the Board. All payments made by any participating County are non-refundable.
3. If a County wishing to terminate its participation in this Agreement has communication equipment funded by grant monies received through the NEWCOM group that directly affects a communication link within the NEWCOM PSMR system it must continue to maintain that equipment located within its county to its original specifications until determined by the NEWCOM group that it is no longer needed.

VI. ADDITION OF OTHER COUNTIES:

1. Any additional County wishing to join the NEWCOM group may do so upon application to and approval of the Board and passage of any appropriate resolution by the County Board of the requesting county.

2. The Board shall be responsible for determining the initial cost to the joining County.

VII. INSURANCE, INDEMNIFICATION, TENDER OF DEFENSES:

1. Each participating County is responsible for obtaining what ever insurance is deemed necessary to provide for its liability protection for the services addressed under this agreement as it is recognized that NEWCOM does not have insurance coverage.
2. Each participating County does hold harmless and indemnify all other participating Counties from and against any loss, damage or injury caused by or through the fault of said participating County, its agents or subcontractors.
3. Any allegation of liability against NEWCOM shall be addresses by the Board.
4. Any liability of NEWCOM that is imposed upon it that exceeds its ability to pay through its operating budget shall be allocated to all of the participating Counties on a pro rata basis based upon the population of the participating Counties as established in the decennial census.
5. The participating Counties agree that they have not entered into this agreement for the benefit of any third person or persons, and it is their express intention that this agreement is intended to be for their respective benefits and not for the benefit of any third party.

VIII. EFFECTIVE DATE OF AGREEMENT:

1. This agreement shall be in full effect upon the participating County's authorizing signatures as required in section X of this agreement.

IX ENTIRE AGREEMENT:

1. This contract contains the entire Agreement of the participating Counties. No change to this contract shall be effective unless it is in writing, signed by all participating parties and attached hereto.

X. AUTHORIZING SIGNATURES:

Reviewed and approved by Waupaca County Law enforcement on December 13, 2005.
County of Waupaca: /s/ Dick Koeppen, County Board Chair /s/ Mary A. Robbins, County Clerk. Dated December 20, 2005.

RECOMMENDED FOR INTRODUCTION BY WAUPACA COUNTY LAW ENFORCEMENT COMMITTEE: /s/ James Flink, Dona Gabert, David Johnson, William Jonely, Robert Whitman

ATTEST:
/s/ Mary A. Robbins, County Clerk

APPROVED AS TO FORM:
/s/ Jeffrey J. Siewert, Corporation Counsel

Supr. Jonely moved and Supr. Fleese seconded the motion to waive the reading and adopt Resolution No. 22 (2005-2006). Motion carried 27-0. Passed the 20th day of December, 2005.

RESOLUTION NO. 23 (2005-2006)

SUBJECT: January 1, 2006 Flexible Benefits Plan

WHEREAS, the County maintains the Waupaca County Group Health and Dental Benefit Plans (the “Group Health and Dental Plans”); and

WHEREAS, the County desires to allow its employees to participate in health and dependent care flexible spending account benefits as set forth in the Waupaca County Flexible Benefits Plan (the “Plan”) on file in the Personnel Department; and

WHEREAS, the County wishes to adopt a Flexible Benefits Plan that complies with Section 125 of the Internal Revenue Code, to enable its employees to choose between qualified benefits under the Plan on a tax-excludable basis and/or taxable cash compensation; and

WHEREAS, the County wishes to adopt Flexible Benefit Plan documents that reflect the final regulations for Section 125 of the Internal Revenue Code.

NOW, THEREFORE, BE IT RESOLVED, that the Waupaca County Board of Supervisors hereby adopts the Waupaca County Flexible Benefits Plan as amended and restated, effective as of January 1, 2006;

BE IT FURTHER RESOLVED, that the operation of the Waupaca County Group Health and Dental Benefits Plan will continue and all employee contributions thereunder will be made pursuant to the elections under the Flexible Benefits Plan document; and

BE IT FURTHER RESOLVED, that the Waupaca County Board is authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

RECOMMENDED FOR INTRODUCTION BY WAUPACA COUNTY FINANCE AND PERSONNEL COMMITTEE: /s/ James Loughrin, Gary Barrington, John F. Penney, Kay Hillskotter, Don Aasen, Duane R. Brown, Patricia Craig, Dick Koeppen

ATTEST:
/s/ Mary A. Robbins, County Clerk

APPROVED AS TO FORM:
/s/ Jeffrey J. Siewert, Corporation Counsel

Supr. Barrington moved and Supr. Craig seconded the motion to adopt Resolution No. 23 (2005-2006). Motion carried 27-0. Passed the 20th day of December, 2005.

**RATIFY 2005-2007 AGREEMENT
LAKEVIEW MANOR EMPLOYEE'S UNION LOCAL 2664**

Personnel Director Mandy Welch explained the changes and negotiations. Supr. Craig moved and Supr. Sorensen seconded the motion to ratify the 2005-2007 agreement with the Lakeview Manor Employee's Union Local 2664. Motion carried 27-0. Passed the 20th day of December, 2005.

ANNOUNCEMENTS AND CORRESPONDENCE

Chair Koeppen announced that the New London Press-Star will be the County's official newspaper for 2006. Chair Koeppen placed the following correspondence for December on file in the County Clerk's Office: WCEDC Monthly Report, Governor Jim Doyle-Homeland Security letter, Don Nellessen to WCA, County Employees Newsletter, Wisconsin County Mutual Newsletter.

Supr. Aasen moved and Supr. Steenbock seconded the motion to adjourn. Motion carried 27-0. Chair Koeppen declared the meeting adjourned at 10:30 a.m.