



Executive Committee Meeting

Wednesday, October 5, 2022 – 8:00 a.m.
Barron County Government Center – Room 110
335 East Monroe Avenue – Barron, Wisconsin 54812

AGENDA

1. Call to Order
2. Public Meeting Notification
3. Special Matters and Announcements (Non-Action Items)
4. Approve Agenda
5. Public Comment
6. Approve Minutes of September 7, 2022
7. Ethics & Conflicts of Interest
8. Health Insurance
 - a. 2022 Health Insurance Costs
 - b. 2023 Health Insurance Renewal
 - c. HealthJoy Renewal – Contract Extension
9. School Liaison Officer Request
10. Borrowing for Acid Gas Removal System
11. 2023 Draft for Publication
12. Pre-Order of Technology Equipment for Justice Center – ARPA Funds
13. Justice Center Sally Port Engineering Study
14. Staff Reports & Updates
 - a. Ann Street – Daycare Study
 - b. Wisconsin County Mutual 2022 Annual Representative Assembly
 - c. Levy Limits
15. Review Voucher Edit Lists
16. Suggestions for Future Agenda Items
17. Set Date for Next Meeting
18. 2022 High Cost Health Insurance Claims
 - a. The Executive Committee may go into closed session pursuant to Section 19.85(1)(f) for the purpose of considering financial, medical, social or personal histories, or disciplinary data, or considering specific personnel problems or investigation of a charge
 - b. Return to Open Session
 - c. Take Any Necessary Action

Continued on Next Page

Any person with a qualifying disability under the Americans with Disabilities Act and requires the meeting or materials at the meeting to be in an accessible format must contact the County Clerk's office at 715-537-6200 at least 24 hours prior to the meeting so that arrangements can be made to accommodate your request.



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AGENDA

19. Negotiation for High Speed Fiber to Communication Towers
 - a. The Executive Committee may go into closed session pursuant to Section 19.85(1)(e) for the purpose of deliberating or negotiating purpose of public properties, investing public funds, other specific business, or whenever competitive or bargaining reasons require a closed session.
 - b. Return to Open Session
 - c. Take Any Necessary Action
20. Adjournment

NOTICE OF POSSIBLE QUORUM

It is possible that a quorum of the County Board or another Barron County committee, may be in attendance. It is not intended for this meeting to include any other committee other than the Executive Committee unless specifically posted as such. There will not be any formal discussion or any official action taken of any pending or future matters pertaining to Barron County under the authority of any committee, including the Highway Committee, at this meeting other than the Executive Committee as posted on this agenda.

PLEASE CALL 715-537-6841 IF YOU ARE UNABLE TO ATTEND

cc: Okey, Bartlett, Hanson, Thompson, Heinecke, McRoberts, Moen, Cook, Buchanan, Administrator, Corp Counsel, HR Director, Finance Director, Treasurer, Website & 3 Public Postings

Administrator's Memo
Executive Committee Meeting
Wednesday, October 5th, 2022 8am, RM 110
Barron County Government Center
Administrator French



#7. Ethics and Conflicts of Interest:

I have placed this item on the Agenda at the request of Supervisor Langman and I will let him address the Committee with his concerns. Second, I have included with the packet a Power Point from a Webinar held earlier this year which I thought members might find useful.

#8. Health Insurance:

Tim Deaton from Horton Group will be present at the meeting to address items a., and b., specifically.

Item c., I am asking the Committee to approve a two year extension for our HealthJoy contract which has been very successful and used by 95% of the County employees who take County health insurance. My recommendation is to approve a two year extension. Also, Tim may offer additional information.

#9. School Request - School Liaison Officer & Request from Cedar Lake:

On Tuesday, September 27th, Sheriff Fitzgerald informed me another school in Barron County is requesting a full-time school liaison officer, along with Cedar Lake Town being interested in funding three months of this position. (School, nine months of funding, Town of Cedar Lake, three months of funding, therefore, no effect on the tax levy).

I have asked Chris to be at the meeting to provide additional details and I know that Jodi can provide a financial recap.

My concern is we all agree if/when funding from the school goes away the position goes away. Also, we enter into a three or five year agreement with the school and town. We need assurances they, both, are seriously committed to funding this position at no-cost to the County tax levy.

#10. Borrowing for Acid Gas Removal System

Brent and Andy have now completed their work regarding this much needed improvement to the WTE Plant, and have secured a not to exceed bid of \$3.8M for this project. They are requesting and I am supportive of this Committee recommending to the County Board a State Trust Fund Loan of \$4M dollars to be repaid over a period of twenty, (20) years. As of the date of writing this update Jodi is working out the details of

how this borrowing will affect the Debt Levy and we will have this information available for the meeting. Secondly and just as important is the fact that this new system will allow free cash flow for the WTE Plant and therefore Brent is of the opinion that the WTE plant can provide \$175,000.00 cash from plant operations to reduce the tax burden.

If this Committee recommends the borrowing I will draft an enabling resolution for approval by the County Board on 10-17, and if approved by the full Board, Brent will sign the purchase agreement with Air Clean Energy.

It should be noted that this “ask” has been in the making since July of 2017. Furthermore the WTE through other measure of efficiency have invested million of their own dollars in plant improvements before asking for this borrowing.

I recommend this Committee approve the borrowing of the \$4M and forward this request onto the entire Board.

#11. 2023 Budget Draft for Publication Recommendation:

Jodi and I will present a draft 2023 budget which then the Committee will need to decide which option, or options, of the 2023 budget you wish to include for publication.

#12. Pre-Order of Technology Equipment for Justice Center - ARPA Funding:

IT Director Koenecke has requested the Committee authorize him to order, \$80,975.00 in security improvements for the Justice Center, with ARPA funds, after approval by the County Board on 10-17. I support this request because we are replacing 2003 equipment for which we can no longer secure replacement parts. Furthermore, this purchase has been discussed with the Property Committee as part of the Capital Improvement, Capital Outlay plan in previous years so this request is not new.

I recommend approving this request.

#13. Justice Center Sally Port Engineering Study:

This item is on the agenda as a result of possibly rescinding resolution 2022-34. Specifically, in-that using out of County prisoner revenue to offset the operating levy is more prudent than accumulating these funds for fixed asset improvements to the Justice Center. My recommendation then is for this Committee to consider authorizing an engineering study to determine costs and etc., for an expanded Sally Port at the Justice Center. At the meeting we can discuss additional details.

I realize this need however, I also want the Board to keep focused on our need for a new Acid Gas Removal System at the WTE plant, which we need to borrow for, and for which we are getting very near to finalized numbers and potential installation dates.

#14. Staff Reports and Updates:

Ann Street - Day Care.

EDC Director Armstrong has informed an inspection of Ann Street has occurred and there continues to be the possibility of this being a daycare facility. Note we, have reduced costs for the Maintenance Department for 2023 anticipating that these costs will be off the County's "dime" by mid 2023.

a. *Wisconsin County Mutual Insurance Corporation 2022 - Annual Representative Assembly*
I will Chair Okey handle this item.

c. *levy limits:*

On 9-28 I sent out a memo on levy limits. I follow up with this; if there is one needed and immediate change in the levy limits that is the ability for the County to "bill-back" the high-cost placements, costs, those exceeding Medicare or State Funding amounts, back to the municipality from which that particular individual came from. Many years ago we could do just that and it resulted in accountability. If time allows I would like to discuss further.

#15. Review Voucher Edit Lists:

In the packet

#16. Future Agenda Items:

None at this time

#17. Set Next Meeting Date

Friday 10-25 8am, Note this is a "reserved-date", in-case there are any last minute budget changes.

#18 & 19. Closed Sessions:

a. *2022 High-Cost Claims:*

Depending on how agenda item #8 progresses we may or may not need this closed session.

b. *High-Speed Fiber to the Towers:*

I may be asking the Committee to go into Closed Session specifically, for the purpose of discussing this long-running issue.

#20. Adjournment:

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Executive Committee Meeting

Wednesday, September 7, 2022 – 8:00 a.m.

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MINUTES

COMMITTEE MEMBERS PRESENT IN PERSON: Karolyn Bartlett, Stan Buchanan, Randy Cook Sr, Bun Hanson, Dale Heinecke, Carol Moen, Gary Nelson (Alternate), Louie Okey, Bob Rogers and Marv Thompson.

COMMITTEE MEMBERS ATTENDING VIRTUALLY: None.

COMMITTEE MEMBERS ABSENT: None.

STAFF PRESENT IN PERSON: Finance Director Busch, Administrator French, DHHS Director Frolik, County Clerk Hodek, Aging Director Jako, ROD Katterhagen, Chief Deputy Leu, Deputy Corporation Counsel Mohns, Corporation Counsel Muench, HR Director Richie, Treasurer Ritchie and Highway Commissioner Servi.

OTHER COUNTY BOARD SUPERVISORS PRESENT: Patti Anderson, Kathy Krug and Diane Vaughn.

CALL TO ORDER: Chair Okey called the meeting to order at 8:00AM.

PUBLIC MEETING NOTIFICATION: Administrator French read the Public Meeting Notification.

SPECIAL MATTERS AND ANNOUNCEMENTS (NON-ACTION ITEMS): None at this time.

APPROVE AGENDA: Motion: (Buchanan/Hanson) to approve amended agenda with the closed session removed. Carried.

PUBLIC COMMENT: None at this time.

APPROVE MINUTES OF AUGUST 3, 2022: Motion: (Heinecke/Bartlett) to approve. Carried.

2023 1st DRAFT OF BUDGET: Administrator French and Finance Director Busch presented the first draft of the 2023 County budget and answered questions from the Board.

RECONSIDERATION OF RESOLUTION #2022-34 CREATING A COMMITMENT OF FUNDS FOR JUSTICE CENTER FIXED ASSET IMPROVEMENTS: Administrator French explained the original resolution and request to rescind the resolution. Finance Director Busch and Administrator French answered questions from the Committee. **Motion: (Buchanan/Hanson)** to approve. Carried.

RESOLUTION – TRANSFER FROM CONTINGENCY FUND FOR UW-STEVENSON POINT WATER STUDY \$36,915.00: Motion: (Cook/Thompson) to approve. Carried.

RESOLUTION – SUPPORTING MOSAIC TECHNOLOGIES, INC. BROADBAND EXPANSION GRANT: Administrator French distributed paperwork with a potential change to



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MINUTES

the resolution included in the resolution included in the packet. **Motion: (Moen/Heinecke)** to approve with the additional language added to Line #51 – “Now, therefore be it further resolved; That the policy of the Barron County Board of Supervisors shall be to support our local telecommunications companies that provide and support the installation of high-speed and high-quality fiber services to underserved areas of Barron County and those local companies that effectively demonstrate a proven track record of quality high-fiber installation to the home, and.” Carried.

HEALTH & SAFETY POLICY HANDBOOK: HR Director Richie explained the reason for the updates to the handbook and answered questions from the Committee. **Motion: (Bartlett/Cook)** to approve. Carried.

A. HIGHWAY DEPARTMENT

B. WASTE TO ENERGY / RECYCLING

WCA ROLES & RESPONSIBILITIES PRESENTATION (OCTOBER): Administrator French asked for recommendations for training dates in October for the full County Board. The Committee suggested 1:00PM on October 12, 18 or 20. Administrator French will coordinate the presentation and update the County Board when a date is confirmed.

STAFF REPORTS & UPDATES

A. REVIEW OF HIGH COST HEALTH INSURANCE CLAIMS: Administrator French gave a brief overview of the claims. More information will be presented to the Board at the October meeting.

B. AGING KITCHEN – OLD JAIL / ANN STREET SCHOOL LOCATIONS: The Property Committee held a meeting on August 29, 2022 recommending to proceed with an engineering study for possible costs to renovate the old jail and to postpone any action on the Ann Street School to allow BCEDC Director Armstrong research a privately funded daycare center to utilize the building.

C. CDBG CTH TT GRANT – SALVATION ARMY: Administrator French confirmed with Representatives from the Salvation Army that the Covid funding provided by the County will be utilized shortly for the intended building acquisition.

D. COUNTY BOARD MEETING TIMES SURVEY: Administrator French and Chair Okey requested the Clerk Hodek email a survey regarding County Board meeting times.

TREASURER RETIREMENT / RECRUITMENT: Treasurer Ritchie has submitted her retirement letter, effective January 6, 2023 and the recruitment process, set forth by County resolution, will begin.

E. MEDICAL EXAMINER’S OFFICE: Medical Examiner Dunston will be starting the new position at the end of the month in dual positions as discussed at the last Executive Committee meeting in September.

REVIEW VOUCHER EDIT LISTS: Included in the packet.



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MINUTES

SUGGESTIONS FOR FUTURE AGENDA ITEMS:

1. Recommendation of Published Budget
2. 2022 Review & 2023 Self Funded Insurance from the Horton Group (October)
3. WCA Roles & Responsibilities Training (October)
4. Discuss Authorizing Study on Sally Port Renovations at Justice Center

SET DATE FOR NEXT MEETING: Wednesday, October 5, 2022 at 8:00AM.

ADJOURNMENT: By unanimous consent at 9:06PM.

Respectfully Submitted,
Jessica Hodek, Barron County Clerk

DRAFT

Public Sector Town Hall: Ethics & Conflicts of Interest

July 20, 2022

Presented by:

Hector de la Mora

Kyle Gulya

Mindy Dale



Agenda

1. Jail
2. Fines
3. Forfeitures
4. Embarrassment
5. Removal from Office



Corruption

- *"Whoever fights monsters should see to it that in the process he does not become a monster. And if you gaze long enough into an abyss, the abyss will gaze back into you."* Friedrich Nietzsche
- *"There is no odor so bad as that which arises from goodness tainted."* Henry David Thoreau
- *"Power attracts the corruptible. Suspect any who seek it."* Frank Herbert
- *"The more corrupt the state, the more numerous the laws."* Tacitus
- *"To oppose corruption in government is the highest obligation of patriotism."* G. Edward Griffin



3

The dreaded "f" word (felony)

- Wis. Stat. § 939.12 "A crime is conduct which is prohibited by state law and punishable by fine or imprisonment or both."
- Wis. Stat § 939.60 "A crime punishable by imprisonment in the Wisconsin state prisons is a felony."
- Wis. Stat § 939.50 (3) "Penalties for felonies are as follows:
 - For a *Class I felony*, a fine not to exceed \$10,000 or imprisonment not to exceed 3 years and 6 months, or both."



4

Public/Private Personal Conflict

Section 946.13(1)(a):

- Public officials or employees may not, in their private capacity, negotiate, bid for, or enter into a contract in which she has a private pecuniary interest, direct or indirect, if at the same time she is authorized or required by law to participate in her capacity as such officer or employee in making of that contract or to perform in regard to that contract, some official function requiring the exercise of discretion on her part.

5

Elements of the Crime

- Elements of s. 946.13(1)(a):
 - The defendant was a public officer or employee;
 - The defendant negotiated, bid for, or entered into a contract in a private capacity;
 - The defendant had a private pecuniary interest in the contract; and
 - The defendant was authorized or required by law to participate in the making of the contract in his capacity as a public officer or employee.

6

Public/Private Personal Conflict

- Section 946.13(1)(b) prohibits:
 - Public officers or employees from participating in the making of a contract in her capacity as an officer or employee, in which she has a private pecuniary interest, *direct or indirect*, or performs in regard to the contract, some function requiring the exercise of discretion.

7

Elements of the Crime

- Elements of s. 946.13(1)(b):
 - Defendant was a public officer or employee;
 - Defendant participated in
 - the making of a contract in a capacity as a public officer or employee; OR
 - the defendant, in her capacity as a public officer or employee, performed a function requiring the exercise of discretion in regard to a contract; and
 - Defendant had a private pecuniary interest in the contract.

8

Conflicts of Interest

- Examples of the statute's application:
 - Village board member who owns a business with which the village contracts for goods and services;
 - Village board member sells land to the village, owned by a partnership in which the board member has an interest, for purchase price in excess of the statutory amount;
 - A county board member accepts a community development block grant program loan in excess of the statutory sum or performs work for a third person who has obtained a loan under the program in excess of the statutory sum.

9

Conflicts of Interest

- Exceptions to the statute:
 - Contracts in which any single public officer or employee does not receive more than \$15,000 a year from the state or political subdivision. Wis. Stat. § 946.13(2)(a).
 - Contracts involving the deposit of public funds into public depositories. Wis. Stat. § 946.13(2)(b)
 - Contracts involving loans under § 67.12 (temporary borrowing or temporary promissory notes). Wis. Stat. § 946.13(2)(c).

10

Conflicts of Interest


- Exceptions to the statute:
 - Contracts for publication of legal notices required to be published at a rate not higher than prescribed by law. Wis. Stat. § 946.13(2)(d).
 - Issuance of tax titles, certificates or instruments secured by any tax fund for the payment of salary or other obligations due to the employee or officer. Wis. Stat. § 946.13(2)(e).
 - Contracts for the sale of bonds or securities issued by the political subdivision provided the bonds/securities are sold to the highest bidder and the employee or officer has no duty to vote on their issuance. Wis. Stat. § 946.13(2)(f).

11

Conflicts of Interest


- Exceptions to the statute:
 - Contracts with, or tax credits or payments received by a public officer or employee for wildlife damage claims or abatement. Wis. Stat. § 946.13(2)(g).
 - Section 946.13(1)(b) does not apply to a public officer or employee by reason of his holding not more than 2% of the outstanding capital stock of a corporate body involved in such contract. Wis. Stat. § 946.13(5).
 - Section 946.13(1) does not apply to public officers or employees receiving compensation for services of less than \$10,000 a year. Wis. Stat. § 946.13(7).
 - Practical Point: Even though exceptions exist, why even test whether they apply to you?

12




Conflicts of Interest

- Consequences
 - Class I Felony (fine not to exceed \$10,000 or imprisonment not to exceed 3 years and 6 months, or both).
 - A contract procured in violation of the conflicts of interest statute IS VOID and the state or political subdivision on whose behalf the contract was made incurs no liability thereon. Wis. Stat. § 946.13(3).
 - So the real kicker is that you go to jail AND you don't get to keep any of the money.




13



Conflicts of Interest

- Avoiding liability
 - According to the Attorney General, abstention from voting on or debating the contract or any matter relating to the contract and refraining from personally or by agent negotiating or entering into the contract in a private capacity or performing in regard to the contract some official function requiring the exercise of discretion insulates an individual from liability.



14

Conflicts of Interest

If a public official withdraws from official action, the Wisconsin Ethics Board recommends:

When a matter in which a public official should not participate comes before a board, commission, or other body of which the official is a member, the official should leave that portion of the body's meeting involving discussions, deliberations, or votes related to that matter. The body's remaining members may review the matter and take whatever action they find appropriate. When, because of a potential conflict between a private interest and public responsibility, an official withdraws from the body's discussion, deliberation, and vote, the body's minutes should reflect the absence.

15

Conflicts of Interest

- Avoiding liability
 - However, abstaining from voting does not avoid a violation of § 946.13(1)(a) because a violation requires only the authority to act, not the actual action.
 - Also, performance of some official function requiring the exercise of an official's discretion with regard to the contract either before or after the execution violates § 946.13.

16


Conflicts of Interest

- Proof of Liability
 - Notably, a violation of Wis. Stat. s. 946.13 does not require proof of criminal intent.
 - Section 946.13 is a STRICT LIABILITY STATUTE.




Ethics for Local Government Officials






Ethics for Local Government Officials


- Which entities are covered? §19.42(7u)
 - Local Government Units includes all cities, villages, towns, counties and special purpose districts (school districts).
 - Instrumentalities or corporations of political subdivisions or special purpose districts.
 - Combinations of subunits of political subdivisions or special purpose districts.
 - Instrumentalities of the state and any of the foregoing.



19



Ethics for Local Government Officials

- Persons who are covered – §19.42 (7w)
 - Local public officials:
 - Elective officers of local government;
 - County administrator or administrative coordinator or a city or village manager;
 - Appointive office in which employee is appointed for a specific term;
 - Appointive office filled by the head of the local government;
 - The position of member of the board of directors of a local exposition district not serving for a specified term.



20



Ethics for Local Government Officials

- Prohibited conduct is codified in §19.59 – first category
 - Ban on use of public position to obtain financial gain or anything of substantial value for the benefit of:
 - The individual;
 - The individual’s immediate family. Defined as:
 - An individual’s spouse and
 - An “individual’s relative by marriage, lineal descent or adoption, who receives, directly or indirectly, more than one-half of his or her support from the individual or from whom the individual receives, directly or indirectly, more than one-half of his or her support.” Wis. Stat. §19.42(7)(b). (emphasis added)


21



Ethics for Local Government Officials


- An organization with which the individual is associated.
 - “Associated” when used with reference to an organization, includes any organization in which an *individual* or a member of his or her *immediate family* is:
 - a director, officer, or trustee, or
 - owns or controls, directly or indirectly, and severally or in the aggregate, at least 10 percent of the outstanding equity or
 - of which an *individual* or a member of his or her *immediate family* is an authorized representative or agent. §19.42(2)

22




Ethics for Local Government Officials

- “Anything of substantial value” is not defined in the statute.
- The Ethics Board has defined it as anything more than nominal, token, or inconsequential value in light of the totality of the circumstances. 2001 Wis. Eth Bd 02, p. 6-7, n. 12




23



Ethics for Local Government Officials

- Prohibited conduct – second category:
 - Ban on offering or giving, directly or indirectly, *anything of value* to a local public official “if it could be reasonably expected to influence the local public official’s vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local official.”
 - Same prohibition on acceptance under such circumstances



24

Ethics for Local Government Officials

- “Anything of value” means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation and expenses paid by the state, fees and expenses which are permitted and reported under s. 19.56, political contributions which are reported under ch. 11, or hospitality extended for a purpose unrelated to state business by a person other than an organization.
- 19.42(1)

25

Ethics for Local Government Officials

- If a local public official receives an item that the official is not permitted to accept or retain, the official must:
 - Give the item to the official’s agency to use or sell, except that the agency may not sell the item to any government employee or official.
 - Give the item to another local agency or to a public institution, such as a local school, library, or museum, that can use the item.
 - Give the item to a charitable organization, not including a charitable organization with which the official or his or her immediate family is associated.
 - Return the item to the donor.

26

Ethics for Local Government Officials

- Prohibited conduct – third category:
 - Ban on “directly or by means of an agent, give, or offer or promise to give, or withhold, or offer or promise to withhold, his or her vote or influence, or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of, or upon condition that, any other person make or refrain from making a political contribution, or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any committee registered under ch. 11, or any person making a communication that contains a reference to a clearly identified local public official holding an elective office or to a candidate for local public office.”



27

Ethics for Local Government Officials

- Prohibited conduct – fourth category:
 - Ban on taking “any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.”



28

Ethics for Local Government Officials

Interpretive exception:


- HOWEVER, the official may participate in the action “even though the action will affect the official or an organization with which the official is associated” as long as:
 - The official’s action affects a whole class of similarly situated interests;
 - Neither the official’s nor the business’ or organization’s interest is significant when compared to all affected interests in the class; and
 - The effect of the official’s actions on the interests of the official or of the related business or organization is neither significantly greater nor less than upon other members of the class.

29

Ethics for Local Government Officials


- Prohibited conduct – fifth category:
 - Ban on “use of his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official’s immediate family either separately or together, or an organization with which the official is associated.”

30




Ethics for Local Government Officials

- State statutes do not prohibit a local official from taking action on salaries, benefits or reimbursements or from voting on a proposal to modify a county or municipal ordinance. Wis. Stat. 19.59(1)(d)
- However, this should not assume an elected official should participate in meetings where benefits directly applicable to them as a former employee may be decided.




31




Enforcement of the Ethics Code for Local Government Officials

- Forfeiture of not more than \$1,000 for each violation.
- Violation of s. 19.59(1)(br) (related to political contributions in exchange for official action) results in additional forfeitures and possibility of prosecution as a Class I felony, punishable by a fine not to exceed \$10,000 or imprisonment not to exceed 3 years and 6 months or both.




32




**Enforcement of the Ethics Code for
Local Government Officials**

- GET OUT OF JAIL FREE – Avoiding Liability through Advisory Opinions:
 - Pursuant to s. 19.59(5)(a), an individual may request an advisory opinion.
 - Doing so insulates the official from liability under the Ethics Code IF the opinion is followed
 - Must be directed to either the local county or municipal ethics board if there is one.




33



Local Ethics Code

- Pursuant to s. 19.59(1m)-(4), any county, city, village or town may enact an ordinance establishing a code of ethics for public officials and employees of the county or municipality and candidates for county or municipal elective offices.
- Ordinance must specify to which positions it applies.
- Can apply to members of the immediate family of individuals who hold positions or who are candidates for positions to which the ordinance applies.



34

Local Ethics Code

- May contain the following provisions:
 - A requirement that those covered by the local ethics code identify any economic interests specified in s. 19.44;
 - Directing the clerk or board of elections commissioners to omit the name of any candidate who fails to make such economic disclosures from the election ballot;
 - Directing the county or municipal treasurer to withhold payment of salaries or expenses from any public official or employee who fails to disclose his or her economic interests in accordance with the ordinance requirements;

35

Local Ethics Code

- May contain the following provisions:
 - Vesting administration and civil enforcement of the ordinance with an ethics board appointed in the manner specified in the ordinance;
 - Prescribing ethical standards and prohibiting conflicts of interest on the part of public officials or employees or former public officials or former employees.
 - Prescribing forfeitures for each offense not to exceed \$1,000.

36

Common Law

Wisconsin's Attorney General has opined:

As a trustee of the public, a public officer owes an undivided duty to the public he serves, and is not permitted to place himself in a position which will subject him to conflicting duties or expose him to the temptation of acting in any manner other than in the best interests of the public.

58 OP. ATT'Y. GEN. 247 (1969).



37

Common Law

- **Common Law Rules of Agency:** An agent cannot serve two masters and that agent may not engage in self-dealing.
- **Doctrine of Incompatibility:** Prohibits a person from holding two public offices, or a public office and a position of public employment, where the nature, obligations, or duties of the office make it impossible for the person to perform both with undivided loyalty required by public policy. The Attorney General has stated that “an incompatibility exists whenever the statutory functions and duties of the offices conflict or require the officer to choose one obligation over the other.” 74 OP. ATT'Y GEN. 50.



38

Common Law

- **Doctrine of Incompatibility (cont.):** The common law doctrine of incompatibility of office is designed to ensure performance of the office in the public interest. The rule for determining incompatibility is whether:

... there is a conflict of interest or duties, so that the incumbent of one office cannot discharge with fidelity and propriety the duties of both. Incompatibility is not simply a physical impossibility to discharge the duties of both offices at the same time, but is an inconsistency in the functions of the two offices.



58 OP. ATT'Y GEN. 247

39

Common Law

- **Conflict of Interest Doctrine:** Prohibits a public officer from having an interest in any contract with the body he or she serves.
- **Appearance of Impropriety.** “The appearance of malfeasance which a situation presents is, in itself, reason for determining that it is not sound public policy for a school district to employ one of its board members in any capacity.” Op. Att’y Gen. (unpublished, May 9, 1986)



40

Common Law


- **What is the difference between incompatibility and conflict of interest?**
 - Incompatibility of office or position involves a conflict of duties between two offices or positions. Nonprivate vs. Nonprivate interests, rather than private interests, create the conflict. A conflict of interest can exist when only one office or position is involved, the conflict being between that office or position and a nongovernmental/private interest.
 - Incompatibility does not consider the individual's personal ability to be impartial—it is the duties, not the morals of the person.
 - Incompatibility of office or position may be sufficient for a vacation of an office when conflict of interest is not.

41

Common Law


- **Examples of Compatibility and Incompatibility:**
 - Municipal volunteer firefighters and EMTs (depending on earnings) serving on their local municipal governing body Wis. Stat Section 66.0501(4) – (Compatible if below the earnings threshold)
 - Paid fire chiefs of private fire companies and elected office service on member communities who contract with the company (not compatible)
 - Village Clerk and Clerk for a neighboring municipality (not compatible)
 - City Council or Village Board members serving as County Supervisors (compatible)
 - School Board Member and City Council member (hmmm . . .)


42



Common Law


- **Even the absence of Incompatibility creates tensions:**
 - The official must act with evenhandedness and must take no unfair advantage of either party. RESTATEMENT (SECOND) OF AGENCY § 391.
 - As part of the duty to act with fairness to each party, this official may have an *affirmative* duty to disclose to each party all of the facts which he knows or should know that would reasonably affect the judgment of either governmental body in these matters. RESTATEMENT (SECOND) OF AGENCY § 392.


43



Common Law

- **Even the absence of Incompatibility creates tensions:**
 - The duty to disclose such facts does not apply to the disclosure of confidential information given to the Official by either party. Restatement (Second) of Agency 392 (comment b)
 - However, the burden is on this Official to prove that he has satisfied all of the duties required by him. Section 391.


44

Questions to Ask Yourself (Smell Test)


1. Am I, my immediate family, or an organization with which I am associated receiving anything of value for private benefit because of the position I hold?
2. Am I using the influence of my position to solicit something for the private benefit of myself, my family or an organization with which I am associated?
3. Am I, my immediate family or an organization with which I am associated, receiving, from a non-relative, anything of value for which we have not paid?

45


Smell Test (cont.)

4. Will an official action on my part possibly result in private benefit to me, my immediate family or an organization with which I am associated?
5. Will the use of my staff or the public facilities benefit me in my private capacity?
6. Am I using public time, resources or facilities for my personal gain?


46



Common Scenarios and “Real World” Examples




47



Note: We made these up. These situations would never occur. Even after we made these up, names have been changed and the examples slightly modified to protect the “innocent.”

Please don’t assume this is your municipality, school district or county . . .



48

Example 1

Your county is in the process of re-routing a county highway to create a more efficient route. Your long-time friend is on the current county highway, but after the re-route will not be. Your friend indicates that the re-route will cause him to lose money because of increased transportation costs associated with his farming operations. Your friend starts having discussions with his county board supervisor about the situation and the supervisor orders up some new plans from the engineering firm assisting with the project.

What do you do?



49

Example 2

Your good friend asks for some help in moving some furniture for his church. He would like a crew of two employees and the use of one of the department's trucks for 2 hours. All of the members of the highway committee are also members of the church. The highway committee has gone on record as supporting the use of the employees and the vehicle as a way of "giving back to the community."

What do you do?



50

Example 3

Your neighbor advises you that her daughter has applied for a job with the zoning department. She has also asked that you “put in a good word for her” with the director and committee of jurisdiction. What is your response? What if the neighbor starts inviting you over for cocktails and cookouts while the hiring process is taking place? Can you take the food and cocktails?

What do you do?



51

Example 4

Clyde currently works part-time as a custodian for the School District, earning \$10,000 a year. He is unhappy with some of the decisions made by the School Board, so he decides to run and is elected to the Board. Clyde says he has no interest in improving his own job hours, wages, or conditions of employment. Clyde has promised to abstain from any vote impacting his own employment and refuses to resign as a custodian.

What do you do?



52

Example 5

A vendor who developed HR software has invited the Personnel Committee to a seminar so they can learn how the software would work.

- When attending the seminar, each participant is given a leather portfolio to use for keeping notes.
- Each of the seminar participants has their name entered into a drawing. One Personnel Committee member wins a shot gun.
- Each participant is invited to stay and play golf at the vendor's expense after the close of the seminar.

What do you do?



53

Example 6

Mary is up for re-election and her campaign funds are running low. An acquaintance offers to print six hundred yard signs for her free of charge if she will use her influence to help him obtain the contract to print signs for the County Fair Grounds. Mary does not want to engage in any misconduct, but she would sure like those signs.

What do you do?



54

Example 7

The County has farmland that it leases and is awarded based on a “best offer” per acre bid. A Supervisor wants to lease the County farmland. This Supervisor also wants to sell hay bales to the County and is willing to have a family member sell the hay bales to the County after he exchanges the hay bales with that family member for a piece of farm machinery.

What do you do?



**Thank you for your attention and service
to Wisconsin county government!**



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Terms and Conditions

GENERAL

Terms are due upon receipt. STANLEY works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. STANLEY is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc.) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax-Exempt Certificate.

WARRANTY

Unless otherwise specified, STANLEY warrants that the engineering and equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between STANLEY and Owner. This warranty does not include acts of God or abuse by the owner.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL STANLEY BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND STANLEY'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax, prevailing wage, or bonds unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during STANLEY's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or STANLEY's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of STANLEY.

INSURANCE:

STANLEY will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event STANLEY is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. STANLEY is authorized to do the work as specified. Payment will be made as outlined above.

Stanley Convergent Security Solutions, Inc.

Written By: Chris Allen

Title: Technical Sales Engineer

Approved and Accepted by Stanley CSS

By: _____

Title: _____

Date: _____

Customer

Approved By: _____

Title: _____

Date: _____

PO#: _____

(if applicable)

This proposal may be withdrawn by us if not accepted within thirty (30) days.

- Union labor and/or fees
- Painting, patching & repair work.
- After hours premium labor.
- Permits & inspections by others.

We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Change Order/Signed Sales Agreement. If you have any questions, please feel free to call. Terms and Conditions are attached below.

Sincerely,

Chris Allen

Stanley CSS - Technical Sales Engineer

Office/Cell: 574-527-6565

Email: chris.allen3@sbdinc.com

For the Jail Sgt. Office, there is currently no lock to control. You will provide and install a new Electric Strike and provide wiring from the lock back to SEC1 to a spare door lock control relay. We will provide a new card reader for the corridor side of the door.

Due to a Honeywell upgrade at the Government Center, we will remove screens and door control prox icons which are no longer tied to our system per the drawings you provided. We will provide three (3) Prox readers and two (2) Prox/Keypad reader combo units. You will provide Moxa Nport 5650-16 units for us to install in SEC1 to provide ports needed.

You will need to provide for each of these new card readers a CAT6 cable and 2-#18THHN wires from the prox location homerun to SEC1 and a single gang backbox. You will need to provide 5-#14THHN wires from the new strike homerun to SEC1. We will terminate and connect the wiring and will install the prox readers on the new backboxes.

Exclusions: CAT6 interconnection wiring, prox wiring and Electric Strike and wiring detailed above.

Equipment and services included:

- (2) Ethernet Compact I/O Interface Module
- (2) Ethernet Compact I/O 3ft Extension Cables
- (4) Ethernet Compact I/O – Power supplies
- (14) Ethernet Compact I/O – 32-point Input modules
- (10) Ethernet Compact I/O – 32-point Output modules
- (6) Ethernet Point I/O Interface Module
- (1) Ethernet Point I/O – 8-point Input modules
- (27) Ethernet Point I/O – 8-point Output modules
- (1) 24-Port Gigabit Ethernet Switch
- (2) LCD Touchscreen Monitor
- (2) Wonderware GUI v11.x
- (3) HID Prox Reader
- (2) HID Prox/Keypad Reader Combo
- (1 lot) Labor, Procurement/Engineering Documentation updates
- (1 lot) Labor, PLC program modifications
- (1 lot) Labor, Commander Setup, Configuration and Testing
- (1 lot) Labor, Commander Screen/Icon Updates
- (1 lot) Labor, Gatekeeper Access Control Updates
- (1 lot) Labor, Removal of old equipment
- (1 lot) Labor, Installation of new equipment
- (1 lot) Labor, On-site Validation & Training
- (1 lot) Shipping
- (1 lot) Site Trip

Price **\$ 80,975.00 ***
 Taxes NOT included

**Please note that due to unexpected supply chain issues and product availability, your order may be delayed. When we are made aware by our suppliers, product substitutions may be offered. If product substitutions cause a pricing increase, we will provide a quote for the price difference or you can wait for the delayed product to become available.*

All quoted prices are only valid for 30 days.

Exclusions:

- Conduit, wire, fiber, backboxes, installation or terminations unless otherwise noted.
- Any ladders or lifts we may need for this project.
- Any re-used cable in your facility is your responsibility for its functionality. Additional costs may be incurred if new cabling is needed.
- Removal of abandoned wiring.

To:	Mark Koenecke, Technology Director
Organization:	Barron Co, WI Justice Center
Address:	1420 State Hwy 25 North Barron, WI 54812
Phone:	715-537-6336
Fax or Email:	Mark.Koenecke@co.barron.wi.us

QUOTATION #220351.1	PLC I/O, Commander Upgrades and Access Control Adds
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Updated Commander section - 07/20/22

Dear Mark:

STANLEY is pleased to provide this system upgrade quote for the PLC I/O system which has worked reliably since 2003 but is now **Obsolete** by the manufacturer. It is critically important to upgrade this system as the I/O is unavailable and could mean **weeks or months of down time** if they were to fail.

Upgrade Obsolete PLC I/O System

Your existing PLC I/O system is *End of Life* and needs to be replaced because servicing and maintaining it will have become increasingly difficult. Depending on the failure, your portions of the **Door control, Duress, Watch Tour, Elevator Control, and other systems could be down for weeks**. To keep this from occurring, the aging PLC I/O system will be upgraded to a new, current production Ethernet I/O system.

In room J1217, we will remove the original 2000 vintage PLC I/O in SEC1 and replace it with new Ethernet I/O. These I/O modules will require the existing wiring to be unterminated, the old I/O modules removed, the new I/O installed, and the individual wires re-terminated. We will then test its functionality.

In room J1432, we will remove the DeviceNet PLC I/O in your wall mounted Relay Control Panel Jail-2A and 2B and replace it with new Ethernet I/O. You will need to provide a CAT6 cable from SEC1 in J1217 to RCP-Jail-2A and then a short CAT6 cable from 2A to 2B. These I/O modules will require the existing wiring to be unterminated, the old rack removed, the new I/O installed, and the individual wires re-terminated. We will then test its functionality.

In room J1007, we will remove the DeviceNet PLC I/O in your wall mounted Inmate Phone Control Panel and replace it with new Ethernet I/O. You will need to provide a CAT6 cable from SEC1 in J1217 to this Phone Control Panel. These I/O modules will require the existing wiring to be unterminated, the old rack removed, the new I/O installed, and the individual wires re-terminated. We will then test its functionality.

In room J1703, we will remove the DeviceNet PLC I/O in your wall mounted Relay Control Panel Jail-1A and 1B and replace it with new Ethernet I/O. You will need to provide a CAT6 cable from SEC1 in J1217 to RCP-Jail-1A and then a short CAT6 cable from 1A to 1B. These I/O modules will require the existing wiring to be unterminated, the old rack removed, the new I/O installed, and the individual wires re-terminated. We will then test its functionality.

In room S1715, we will remove the DeviceNet PLC I/O in your wall mounted Elevator Control panel and replace it with new Ethernet I/O. You will need to provide a CAT6 cable from SEC1 in J1217 to this Elevator Control Panel (if over 300ft, an alternate route can be from RCP-Jail-1B in room J1703). These I/O modules will require the existing wiring to be unterminated, the old rack removed, the new I/O installed, and the individual wires re-terminated. We will then test its functionality.

Please note that ALL CAT6 runs must be under 300ft. We will update the PLC's I/O mapping and test the changes.

Upgrade Commander System

Next, we have also included pricing for the upgrade of your aging Commander System which was last upgraded in early 2018. These PCs are typically replaced every 5 years. You will provide the two (2) new PCs per our specifications and will ship them to us. We will provide the two (2) new Touchscreens, install the Wonderware software and Commander application on your PCs and test. We will then ship them to site, come to site, decommission the old PCs and turn them over to you for disposal, install the new stations, and validate their operation.

Add Access Control

Last, per our conversation, you also wish to add access control to two (1) doors (J1125E and Door by the Training room) which are already controlled by our system. On J1125E, you wish to add a card reader on each side of the door. For the door by the Training room, you wish to add a card reader/keypad combo unit on each side of the door.

Barron County Wisconsin

2022 – 2023 HealthJoy Renewal Pricing

Please reach out to Kendra Murphy should any questions arise.

HealthJoy Product	2021 – 2022 Pricing PEPM	2022 – 2023 Pricing PEPM
Connected Navigation Platform	\$4	\$4.12
MeMD Urgent Care Telemedicine*	\$2	\$2.06
Bill Review	\$0.50	\$0.52
MSK Care (Per registrant)	\$800 per participant	\$800 per participant
Total PEPM	\$6.50	\$6.70

**Please refer to the HealthJoy contract Terms and Conditions regarding telemedicine utilization.*

This pricing does not reflect any future product additions that may be in negotiation with the HealthJoy Sales Team.

HealthJoy will offer the chance to waive the 3% increase for clients that choose to extend their renewal for an additional year, resulting in a 2 year contract with HealthJoy.