BUFFALO COUNTY, WI

Notice of Public Meeting

COUNTY BOARD AMENDED AGENDA

Committee:	County Board of Supervisors
Date:	Monday, January 26, 2026
Time:	7:00 P.M.
Location:	3rd Floor County Board Room, 407 S. 2nd Street, Alma, WI 54610
Remote Access:	**Join the meeting now**

This meeting is open to the public, but portions of the meeting may be closed if this notice indicates that the committee may convene in closed session. The following matters may be reviewed, discussed and acted upon at this meeting, but deviations from the order shown may occur:

BUFFALO COUNTY BOARD MEETING		
1.	Review/Discussion/Action	Call to Order
2.	Review/Discussion/Action	Roll Call of Members
3.	Review/Discussion/Action	Pledge of Allegiance
4.	Review/Discussion/Action	Public Comments Regarding Posted Agenda Items
5.	Review/Discussion/Action	Previous Meeting Minutes
6.	Review/Discussion/Action	Ordinance #26-01-01 An Ordinance to Become Self-Organized
7.	Review/Discussion/Action	Resolution #26-01-01 A Resolution for Agreement of Legal Services
8.	Review/Discussion/Action	Resolution #26-01-02 A Resolution for Approval of Chief Elected Officials Consortium Agreement of the Western Wisconsin Workforce Development Area
9.	Review/Discussion	Chairperson's Report
10.	Review/Discussion	Committee Chair Reports
11.	Review/Discussion	County Administrator Report
12.	Review/Discussion	Public Comments Unrelated to Agenda Items
13.	Review/Discussion/Action	Next Meeting Date and Time
14.	Review/Discussion/Action	The Committee May Enter into Closed Session Pursuant to WI Statute 19.85(1)(c) *Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility*
15.	Review/Discussion/Action	The Committee May Enter into Open Session
16.	Review/Discussion/Action	Adjournment

Date: January 23, 2026

Dennis Bork, Chair

By: Lisa Schmitt, County Clerk

Board Members: If unable to attend, please contact the Chair. If the Chair is unavailable, please contact the County Clerk's Office at 608-685-6209. If the Chair and the County Clerk are not available, please call the Administrative Coordinator at 608-685-6234.

Persons with Disabilities: Buffalo County shall attempt to provide reasonable accommodations to the public for access to its public meetings, provided reasonable notice of special need is given. If you require special accommodations to attend this meeting, please contact the County Clerk's Office at 608-685-6209.

Public Access to the Courthouse: The South Entrance will be the only access to the building after 4:00 p.m. Pe*rsons who are members of another governmental body, but who are not members of this committee, may attend this meeting. Their attendance could result in a quorum of another governmental body being present. Such a quorum is unintended, and they are not meeting to exercise the authority, duties, or responsibilities of any other governmental body.*

BUFFALO COUNTY, WI

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15.	Review/Discussion/Action	Adjournment

Date: January 22, 2026

Dennis Bork, Chair

By: Lisa Schmitt, County Clerk

Board Members: If unable to attend, please contact the Chair. If the Chair is unavailable, please contact the County Clerk's Office at 608-685-6209. If the Chair and the County Clerk are not available, please call the Administrative Coordinator at 608-685-6234.

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BUFFALO COUNTY BOARD OF SUPERVISORS DECEMBER SESSION
Monday, December 15, 2025, at 7:00 P.M.

The Board met. Mr. Bork in the Chair.

Meeting called to order at 7:00 p.m.

Roll call was taken and all the members were present, with Mr. John Hadley joining virtually. Others present at the meeting: Mr. Lee Engfer, Ms. Lisa Schmitt, Ms. Mary Hildebrand, Ms. Denise Sylvester, and Mr. Colin Severson. Others who joined online were Ms. Julie Vollmer, Ms. Tina Anibas, Mr. Gil Adams, and Brommerich News.

The Pledge of Allegiance was said.

Public Comments Regarding Posted Agenda Items: None.

Review/Discussion/Action Regarding Previous Meeting Minutes: Mr. Weiss made a motion to approve the minutes of the previous meeting, seconded by Ms. McMillan Urell. Carried.

Review/Discussion/Action Regarding Resolution #25-12-01 A Resolution Recognizing and Honoring the Retirement of Mary Hildebrand: Ms. Hildebrand will be retiring at the end of December after ten years of working for the Department of Health and Human Services. Ms. McMillan Urell made a motion to approve the resolution for Ms. Hilderbrand's retirement, seconded by Mr. Sendelbach. Carried. Mr. Engfer presented Ms. Hildebrand with a plaque to recognize and honor her retirement.

Review/Discussion/Action Regarding Resolution #25-12-02 A Resolution Recognizing and Honoring the Retirement of Colin Severson: Mr. Severson has served the residents of Buffalo County in various roles with the Sheriff's Office part-time and full-time for the past 34 years, beginning as part-time in 1991. He will be retiring on January 9, 2026. Mr. Stanton made a motion to approve the resolution for Mr. Severson's retirement, seconded by Mr. Taylor. Carried. Mr. Severson was presented with a plaque by Mr. Engfer to recognize and honor his upcoming retirement.

Review/Discussion/Action Regarding Resolution #25-12-03 A Resolution Recognizing and Honoring the Retirement of Denise Sylvester: Ms. Sylvester began employment in May of 2019. She has worked in the Register in Probate/Judge's office and Clerk of Court's office in various roles and will be retiring on December 31st. Ms. McDonough made a motion to approve the resolution for Ms. Sylvester's retirement, seconded by Mr. Michaels. Carried. Ms. Sylvester was presented with a plaque by Mr. Engfer to recognize and honor her upcoming retirement.

Review/Discussion/Action Regarding Resolution #25-12-04 A Resolution to Remove Outstanding Checks: Mr. Engfer stated that this resolution is to allow outstanding checks from 2021-2024 to be cancelled. These checks total about $1,400. This resolution was approved by the Finance Committee. Mr. Bruegger made a motion to approve this resolution to cancel outstanding checks, seconded by Mr. Stanton. Carried.

Review/Discussion/Action Regarding Resolution #25-12-05 A Resolution to Increase the Buffalo County Per Call Rate for the Coroner and Deputy Coroners: This resolution would increase the per call rate charged by the coroner and deputy coroners from $150 to $175. This is budgeted for in 2026 and was approved by the Human Resources and Finance Committees. The mileage rate will stay the same. Mr. Stanton made a motion to approve the coroner per call rate resolution as presented, seconded by Mr. Sendelbach. Carried.

Review/Discussion/Action Regarding Resolution #25-12-06 A Resolution to Ratify the Buffalo County Law Enforcement Officers WPPA/LEER Bargaining Agreement: Mr. Engfer explained this is the union contract for patrol deputies and the detective. The Human Resources Committee took part in the negotiations. This is a three-year contract. The changes to the contract were reviewed. A side letter agreement which addresses the situation of any detective who may also have a canine is in the process of being signed before a new detective is hired. Mr. Taylor made a motion to approve this resolution as presented, seconded by Ms. McMillan Urell. Discussion was held and questions answered regarding fiscal impact and holiday pay. Roll Call Vote: Brian Michaels – yes, Steve Nelson – yes, Max Weiss – yes, Mike Taylor – yes, Carol McDonough – yes, Gary Stanton – yes, Bill Bruegger – yes, Chris Lindstrom – yes, Dwight Ruff – yes, Robert Sendelbach – yes, Nathan Nelson – yes, Dennis Bork – yes, Mary Anne McMillan Urell – yes. Per our current Rules of Government, no vote was recorded for John Hadley who attended virtually.

Review/Discussion/Action Regarding 2026 County Board Meeting Dates: Tentative dates for the 2026 County Board meetings were provided. After the April election, the dates may be adjusted. Mr. Taylor made a motion to approve the tentative 2026 meeting dates as presented, seconded by Ms. McDonough. Carried.

Chairperson's Report: None.

Committee Chair Reports: None.

Administrative Coordinator Report: Mr. Engfer reported as follows:

- He and several other employees attended a summit on artificial intelligence, along with employees from 14 other counties. He stated it was very informative and gave examples of where the county can benefit from this information. Additional trainings will be held to allow more employees to attend.
- The resolution with Western Wisconsin Workforce Development planned for approval at this meeting will most likely be presented at the January meeting.
- On Thursday, Mr. Engfer will be in Madison testifying before the Senate on proposed legislation.

- The matter with the Buffalo County Humane Association is being handled by the appropriate parties and an update will be provided when he has information to share.
- Open positions in the Highway Department were mentioned. Several applicants already have their CDL. Interviews are being held for the Deputy Clerk of Court/Deputy Register in Probate position.
- Transition to our new IT company is almost complete and we are working on the transition to new Corporation Counsel. We are also beginning the process of acquiring a new audit firm.

Public Comments Unrelated to Agenda Items: None.

Next Meeting Date and Time: The next meeting will be January 26, 2026, at 7:00 P.M.

The Committee May Enter into Closed Session Pursuant to WI Stats. 19.85(1)(c): No closed session was held.

Mr. Sendelbach made a motion to adjourn the meeting at 7:25 p.m.

Respectfully Submitted,

Lisa Schmitt
County Clerk

Buffalo County Ordinance

Drafted By:
Lee Engfer
Presented Month/Year:
January 2026

County Department:
Administration

ORDINANCE #26-01-01

BUFFALO COUNTY SELF-ORGANIZED COUNTY ORDINANCE

Authority. This Ordinance is adopted under authority granted by Section 59.10, Wisconsin Statutes.

Title. This ordinance shall be known as the Buffalo County Self-Organized County Ordinance.

General Provisions. (1) For the purpose of improving the ability of the county government to organize its administrative structure, Buffalo County elects to become a self-organized county and to act under the provisions of section 59.10 (1), Wis. Stats.

(a) Terms of office for and election of county supervisors. Supervisors are county officers and shall be elected for two-year terms at the election to be held on the first Tuesday in April in even-numbered years and shall take office on the third Tuesday in April of that year.

(b) Method for filling vacancies on the county board. Method for filling vacancies on the county board. Vacancies in the office of county supervisor shall be filled by the appointment of the County Board Chairperson as soon as practical if the vacancy arises more than three months prior to the next election of Buffalo County Board Supervisors. The appointment is subject to confirmation by the county board.

(c) Compensation of county board. The method of compensation for supervisors shall be determined by the county board. The county board shall, at or before its annual meeting, by a two-thirds vote of the members entitled to a seat, fix the compensation of the board members to be next elected. The board may also, at or before its annual meeting, by a two-thirds vote of the members entitled to a seat, provide additional compensation for the chairperson.

In addition to the salary, the supervisors shall receive mileage for each attendance at board meetings and for each attendance at committee meetings at the rate to be established by the board pursuant to section 59.22, Wis. Stats., as the standard mileage allowance for all county employees and officers.

(2) The County Clerk shall file a certified copy of the Self-Organized County Ordinance with the Secretary of State, State of Wisconsin, upon passage by the County Board of Supervisors.

Conflicting Ordinances. Any prior Buffalo County ordinance or parts thereof in conflict with the provisions of this ordinance insofar as they regulate the establishment of Buffalo County as a self-organized county are hereby repealed and rescinded effective with the effective date of this ordinance.

Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the County Board of Supervisors of Buffalo County would have passed the other provisions of this ordinance irrespective of whether one or more provisions may be declared invalid, and if any provisions of this ordinance, the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected thereby.

Effective date. This ordinance shall take effect upon passage and publication as provided by law

Adopted at a duly called and noticed meeting of the Buffalo County Board of Supervisors on the 26th day of January, 2026.

____
County Clerk

ATTEST:

____
County Board Chair

Buffalo County Resolution

Drafted By:
Lee Engfer
Presented Month/Year:
January 2026
Involved Committee:
Finance

County Department:
Administration
Fiscal Impact: YES/NO

AC Approved: YES/NO

RESOLUTION #26-01-01

A RESOLUTION TO AUTHORIZE CONTRACT FOR CORPORATION COUNSEL SERVICES FOR 2026

WHEREAS, Buffalo County requested proposals from qualified attorneys to provide legal counsel and representation to the County Board, its committees, departments and officers in the capacity of Corporation Counsel; and,

WHEREAS, the duties performed under the contract of Corporation Counsel are to prosecute and to defend all civil actions, proceedings, applications and motions in which Buffalo county or any board or committee thereof is an interest or party by virtue of such office, except those matters arising under the State of Wisconsin Motor Vehicle Code, under Department of Natural Resources Regulations, under Chapter 24 of Wisconsin Statutes, and further except those claims where representation is provided by the County's insurance company's duty to defend or the County's labor attorney; and,

WHEREAS, Kostner, Koslo and Brovold, LLC has submitted a proposal for the year of 2026; and,

WHEREAS, the Buffalo County Finance Committee has reviewed the proposals and recommends the acceptance of the bid from Kostner, Koslo and Brovold, LLC of Arcadia, Wisconsin at the rates described in the attached contract.

NOW, THEREFORE BE IT RESOLVED that the Buffalo County Board of Supervisors accepts the bid from Kostner, Koslo and Brovold, LLC for the year of 2026 and authorizes the Buffalo County Administrator to execute a contract.

Adopted at a duly called and noticed meeting of the Buffalo County Board of Supervisors on the 26th day of January, 2026.

Lisa Schmitt, County Clerk

ATTEST:

Dennis Bork, County Board Chairperson

Finance Committee:

Dennis Bork

Max Weiss

Steve Nelson

Brian Michaels

William Bruegger, Sr.

ANTICIPATED FINANCIAL IMPACT STATEMENT

Tax Levy: $80,000 - 2026

AGREEMENT FOR LEGAL SERVICES
AS COUNTY CORPORATION COUNSEL

THIS AGREEMENT FOR LEGAL SERVICES AS COUNTY CORPORATION COUNSEL ("Agreement") , is made and effective the 1st day of January, 2026, by and between Buffalo County, a corporation (hereinafter "County") and Kostner, Koslo & Brovold LLC, a Wisconsin limited liability company (hereinafter "Attorney").

WITNESS ETH

WHEREAS, the County, acting through its duly elected Board of Supervisors, seeks under *Wis. Stat. § 59.42(3)* to contract with a private law firm for corporation counsel services; and

WHEREAS, these parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which Attorney will provide these professional legal services to County,

NOW, THEREFORE, it is mutually agreed and understood by these parties, as follows:

1. **Performance and Duties.** The County hereby retains Attorney as its

corporation counsel, to perform all necessary and related legal services in connection with the general government issues and matters specifically including, but not limited to, those arising under Chapters 48, 49, 51, 54, 55, 59, or 767 Wis. Stats., ordinance creation and enforcement, contracts, real property transactions, litigation, and support of various county department heads and elected officials. Attorney shall also collaborate with Pepin County as necessary for Child Support Services, and Health and Human Services legal representation. However, Attorney shall not be responsible for or otherwise provide legal advice or representation on any matters involving labor and employment, including labor negotiations., matters covered by the County's insurance which provides counsel, matters that require specific expertise, cases arising under the Wisconsin Motor Vehicle Code, actions under Wisconsin Department of Natural Resources regulations, and matters under Chapter 24 of the Wisconsin Statutes

Attorney will communicate with the County through its County Administrator, County Board Chairman or the Executive Committee. Attorney will make herself available to answer the requests of all County employees and agents in the event of an emergency, otherwise, such requests for legal services shall require the prior approval of the department head. It is understood and agreed that the Board has authorized the County Administrator, Chairman and/or Executive Committee to request significant legal services at their discretion.

2. Term. The term of this Agreement shall be one year, commencing January 1, 2026 and terminating December 31, 2026 unless sooner terminated as provided herein.

This Agreement will renew for a term of the same duration subject to all conditions stated herein unless either party notifies the other 120 days in advance of the end of the term if a party wishes amendments. The parties will then have 30 days to work out such proposed amendments. If no agreement is reached, written notice must be given of the terminating party's intention to terminate the Agreement and the Agreement shall terminate 90 days after notice of termination provided.

3. Compensation. Attorney shall be paid at the rate of $250.00 per hour for attorney's time, and $70.00 per hour for staff's time.

Attorney is not an employee of the County and is not entitled to the benefits that normally accrue to employees.

Attorney shall be reimbursed for actual and reasonable expenditures inclusive of court filing fees, travel expense, copy charges, overnight courier charges, postal charges, recording and certifying fees, transcripts, witness fees deposition report fees, subpoena fees, process server fees and expenses, and online research charges.

Attorney shall not be reimbursed for continuing legal education expenses or other expenses not enumerated here without the prior consent of the County. Attorney shall provide to the County an itemization of the services rendered including the time spent on a monthly basis. County agrees to pay the amounts billed within 30 days of the date of each billing. Attorney charges interest at twelve (12%) percent per year on all accounts not paid when due. Interest is charged from the date of the billing, but only if the account is not paid when due.

4. Qualifications. Attorney shall be licensed in good standing to practice law in the State of Wisconsin.

5. Special Counsel. It is anticipated that all of the duties of the County Corporation Counsel shall be provided by Attorney, with the exception of those matters in which a conflict of interest arises, labor law issues, employment law issues, matters covered by the County's insurance which provides counsel, matters that require specific expertise, cases arising under the Wisconsin Motor Vehicle Code, actions under Wisconsin Department of Natural Resources regulations, and matters under Chapter 24 of the Wisconsin Statutes.

If Attorney determines that special counsel is necessary, she shall promptly inform the County Administrator who shall retain special counsel. Payment for special counsel services and expenses shall be paid by the County and not credited against the compensation due Attorney under this Agreement.

6. **Institution or Compromise of Suits.** Except for the violation of ordinances, and the regular Health & Human Services including child support, paternity, termination of parental rights, mental health issues and guardianship iss ues, the Attorney shall not institute, dismiss or compromise any claim, lawsuit or litigation except with the express approval of the Chairman/Executive Committee.

7. **Professional Insurance.** Attorney shall maintain, at her sole cost and expense, workers compensation, unemployment compensation, professional !ability insurance covering herself and her staff. Professional liability insurance shall have policy limits of not less than $1 million per occurrence.

8. **Staff.** Clerical staff for Attorney for the services provided under this Agreement shall be provided to a certain extent by the clerical staff of the various departments with which Attorney is working. Attorney shall make available, as needed, clerical staff from the law firm's office, which staff are her private employees and are not employees of the County.

9. **Termination.** In the event Attorney engages in any dishonest or criminal activity, engages in negligent or careless professional practice that is a substantial deviation from the standard of quality customarily provided in the legal profession; or in any manner conducts herself in a manner which harms the reputation and standing of the County, Attorney may be terminated immediately, without notice and with pay only to the date of such termination.

In the event Attorney becomes unable or unwilling to perform her duties or shall fail to perform her duties hereunder for 14 consecutive days, the County, at its option, may terminate this Agreement with thirty (30) days notice.

In all other events, either party may terminate this Agreement at any time by giving the other party at least 120 days notice, in writing, of the intention to terminate.

10. Entire Agreement. This Agreement represents the entire agreement of the parties plus neither party is responsible for any obligations to the other arising from this relationship except as stated in this Agreement.

Dated this __ day of January, 2026.

BUFFALO COUNTY

By:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _

KOSTNER, KOSLO & BROVOLD LLC

By:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _
KARINA O'BRIEN, its managing member

Approved by Buffalo County Board
Resolution on the26th day of January, 2026.

Buffalo County Resolution

Drafted by:
Lee Engfer

County Department:
Administration

Presented Month/Year:
January 2026

RESOLUTION #26-01-02

A RESOLUTION FOR APPROVAL OF "CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT OF THE WESTERN WISCONSIN WORKFORCE DEVELOPMENT AREA"

WHEREAS, pursuant to the federal Workforce Innovations and Opportunities Act (WIOA), federal funds are provided to states to provide job skills education and training and to help individuals find employment; and

WHEREAS, Wisconsin receives such funds through 11 Workforce Development Areas, and Buffalo County is in Workforce Development Area (WDA) 9 with seven other counties; and

WHEREAS, the federal WIOA requires that each region create a consortium formed by the counties contained within each region and that each consortium establish certain operating procedures, duties and responsibilities; and

WHEREAS, the consortium is required to appoint and oversee a Workforce Development Board (which oversees job centers and employment and training programs, etc.) and be responsible for program planning and oversight, including financial oversight; and

WHEREAS, the last consortium agreement was approved by the counties in 2015; and

WHEREAS, the State of Wisconsin Department of Workforce Development is requiring a review/update of all governance documents in Workforce Development Area 9; and

WHEREAS, the attached agreement forms the Western Wisconsin Counties Consortium (WWCC) and contains the operating procedures, duties and responsibilities of the WWCC.

NOW, THEREFORE, BE IT RESOLVED that the Buffalo County Board of Supervisors hereby authorizes the county's WWCC board appointee to sign the attached "Chief Elected Officials Consortium Agreement of the Western Wisconsin Workforce Development Area."

Dated this 26th day of January, 2026.

Lisa Schmitt, County Clerk

ATTEST:

Dennis Bork, County Board Chairperson

CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT
of the
WESTERN WISCONSIN WORKFORCE DEVELOPMENT AREA

under the
WORKFORCE INNOVATION AND OPPORTUNITY ACT (P.L. 113-128)

THIS AGREEMENT, made and entered into as of the _____ day of _________________________ by and between the counties of Buffalo, Crawford, Jackson, Juneau, La Crosse, Monroe, Trempealeau and Vernon in the State of Wisconsin (hereinafter, the "Counties") and supersedes and replaces any and all prior consortium agreements or charters between or among the Counties related to the implementation of the Workforce Investment Act and/or its successor, the Workforce Innovation and Opportunity Act.

WITNESSETH:

WHEREAS, the County Board of Supervisors of the aforementioned Counties did previously adopt resolutions authorizing the County Board Chairperson to sign a Consortium Agreement creating the Western Wisconsin Counties Consortium under Wis. Stat. 66.0301 in order to administer the provisions of Public Law 105-220, the federal Workforce Investment Act; and

WHEREAS, the County Board of Supervisors of each of the aforementioned Counties has adopted a resolution authorizing the County Board Chairperson or their designee to sign this "Consortium Agreement of the Western Wisconsin Workforce Development Area" under the Workforce Investment Act; and

WHEREAS, the Workforce Innovation and Opportunity Act (Public Law 113-128) was enacted by Congress in replacement of the Workforce Investment Act.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which each party acknowledges, the Counties do hereby agree to the following:

AGREEMENT:

Section 1: That the Counties of Buffalo, Crawford, Jackson, Juneau, La Crosse, Monroe, Trempealeau and Vernon, under the authority granted by Wis. Stat. 66.0301, do hereby constitute themselves to be a consortium for the purposes of jointly implementing and exercising their powers and duties under the Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. Chapter 32; Public Law 113-128 (the "WIOA").

Section 2: The chief local elected officials (the Chairperson of the County Board of Supervisors) or the designees of said officials of the Counties in Section 1 shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the “Consortium”) which shall appoint the Workforce Development Board under the Workforce Innovation and Opportunities Act, Section 29 U.S.C. Chapter 32 and perform such other duties as outlined in Appendix A.

Section 3: The Consortium shall elect from its membership a Chairperson, a Vice Chairperson, and such other officers as may be provided in the bylaws. Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson shall appoint a staff person of either one of the consortium member counties or the administrative entity to serve as consortium clerk.

Section 4: The Chairperson of the Consortium shall serve as Chief Elected Official (“CEO”) of the Consortium. This person shall have signatory authority and authority to speak for the Consortium in all matters regarding the WIOA, and shall perform the duties of the CEO identified in Appendix A. The term of this designation shall be stated in the bylaws.

Section 5: Robert’s Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or bylaws duly adopted by the Consortium.

Section 6: The Consortium may adopt operational and procedural bylaws consistent with this Consortium Agreement, applicable federal and state laws, and rules or regulations pursuant thereto, including bylaws with respect to the procedure for the selection of Workforce Development Board members. Bylaws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

Section 7: The Consortium shall appoint the Workforce Development Board of the area. In accordance with the requirements established by the Governor and the criteria established under 29 U.S.C. § 3122(b), the Consortium appoints the members of the local board from the individuals nominated or recommended to be such members according to 29 U.S.C. § 3122(c)(1)(B).

Section 8: The Consortium shall execute an agreement with the Workforce Development Board requiring the performance of the functions of a “local board” under 29 U.S.C. § 3122(d) (WIOA Section 107(d)), and shall in partnership with the Workforce Development Board, develop and submit Local Plans to the Governor that meet the requirements of 29 U.S.C. § 3123 (WIOA Section 108).

Section 9: The Consortium shall perform all functions for local elected officials as contained in Public Law 113-128, the Workforce Innovation and Opportunities Act (see Appendix A).

Section 10: The Consortium is the grant recipient of the WIOA funds and is liable for any misuse of the grant funds allocated to the local area under 29 U.S.C. §§ 3122(d)(12)(B)(i)(l) and (II) (WIOA Section 107(d)(12)(B)(i)(I) and (II)) unless the chief elected official reaches an agreement with the Governor to bear such liability. The Consortium shall require any administrative entity, local grant subrecipient and local fiscal agent to provide reasonable protection against liability claims by: requiring directors, officers, and CEOs be covered by errors and omissions insurance; ensuring that any administrative entity, including any fiscal agent, maintains appropriate internal controls over the use of grant funds; utilizing language in subcontracts regarding disallowed costs; and conducting routine annual independent audits.

Section 11: In the case of any misuse (disallowances) of grant funds allocated to the local area, the Consortium agrees, in accordance with 20 C.F.R. 683.710(b)(2), to allocate liability to all members of the consortium proportionally based on each county's relative share of population.

Section 12: This Consortium Agreement shall be effective when executed by the Local Elected Official of each County, following approval and authorization by each respective County Board of Supervisors thereof, and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. Amendments to this Consortium Agreement may be adopted with the concurrence of the Board of Supervisors of each county party hereto.

Section 13: The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

Signature Page

APPENDIX A

Provisions on Chief Elected Official (CEO – aka LEO) Consortium Powers and Duties

A. In cases where more than one unit of local government exists within a local area, the chief elected officials of such units may execute an agreement to describe their responsibilities for carrying out roles and responsibilities, including financial liability. Such agreement shall determine which official shall serve as the lead for the consortium, and therefore be the designated CEO for the local WDB.

B. Designation and Membership of the Local Area Board

   1. The CEO is required to submit a request for initial designation of a workforce development area and consult with the Governor on the initial designation or redesignation of Workforce Development Area (29 U.S.C. §§ 3121(b)(2) and 3121(b)(1)(A)(ii); WIOA Section 106(b)(1)(A)(II) and (b)(2)).
   2. In accordance with the requirements established by the Governor, the criteria established under 29 U.S.C. § 3122(b), and the Consortium Agreement, the CEO shall facilitate appointments of the members of the local board from the individuals nominated or recommended to be such members (29 U.S.C. § 3122(c)(1)(B); WIOA Section 107(c)(1)(B)(i)(I)).
      a. The CEO for each local WDB must establish bylaws, consistent with State policy that, at minimum, address the following:
         i. The nomination process used by the CEO to elect non-DWD-appointed Local WDB members.
         ii. The length of terms for local non-DWD-appointed WDB members, and the process by which term end dates will be staggered to ensure only a reasonable portion of the members' terms expire during any given year.
         iii. The process by which the CEO will be notified of a vacancy on the local workforce development board to ensure prompt nomination for and filling of the position.
         iv. The process that will be used when a board member is unable to attend a meeting and assigns a designee per the requirements at 679.110(d)(4).
         v. The use of technology, such as phone and web-based meetings, to promote board member participation.
         vi. The process to ensure workforce development board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities.
         vii. A description of any other conditions governing appointment or membership on the local workforce development board as deemed appropriate by the CEO.

C. Local and Regional Planning

1. Work with the local workforce development board to develop and submit to the Governor a comprehensive four-year local plan that is consistent with the State plan and meets the requirements of 29 U.S.C. § 3123 (29 U.S.C. §§ 3122(d)(1) and 3123; WIOA Sections 107(d)(1) and 108).
2. Consult with the State to identify regions, consistent with the considerations described in 29 U.S.C. §§ 3121(a)(1) and (b)(1)(B); WIOA Sections 106(a)(1) and (b)(1)(B).
3. Engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 U.S.C. § 3121(c); WIOA Section 106(c).

D. Budget and Grant Administration Responsibilities

1. Use funds available as described in 29 U.S.C. § 3163(b)(4) [WIOA Section 128(b)(4)] and use non-federal funds available to the local area that the CEO and local board determine are appropriate and available for that use (29 U.S.C. § 3131(b); WIOA Section 111(b)).
2. Review and approve the local workforce development board's budget for the activities of the local workforce development board (29 U.S.C. § 3122(d)(12)(A); WIOA Section 107(d)(12)(A)).
3. Serve as a local grant recipient or designate an entity to serve as the local grant subrecipient or a local fiscal agent (29 U.S.C. § 3122(d)(12)(B); WIOA Section 107(d)(12)(B)).
4. In cooperation with the local workforce development board, the CEO as local grant recipient (or the local grant subrecipient designated by the CEO) shall disburse funds for WIOA activities at the direction of the local board pursuant to the requirements of 29 U.S.C. Chapter 32, subchapter II (29 U.S.C. § 3122(d)(12)(B)(i)(III); WIOA Section 107(d)(12)(B)(i)(I)).

E. Program Oversight

1. Work with the local workforce development board to conduct oversight with respect to local programs of youth activities authorized under 29 U.S.C. § 3164(c) (WIOA Section 129(c)), local employment and training activities authorized under 29 U.S.C. §§ 3174(c) and (d) (WIOA Section 134(c)), and the one-stop delivery system in the local area under 29 U.S.C. § 3151 (WIOA Section 121); ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system; and for workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under 29 U.S.C. §§ 3141 and 3122(d)(8) [WIOA Sections 116 and 107(d)(8)].
2. Consistent with 29 U.S.C. § 3151(d)(WIOA Section 121(d)), in cooperation with the local workforce development board, competitively designate or certify One-Stop Operators, as described in 29 U.S.C. § 3151(d)(2)(A) or terminate for cause for

eligibility of such operators (29 U.S.C. § 3122(d)(10)(A); WIOA Section 107(d)(10)(A)).

3. Review and approve a memorandum of understanding (MOU) between the local workforce development board and the One-Stop partners, relating to the operation of the One-Stop delivery system in the local area, consistent with the requirements in 29 U.S.C. §§ 3151(c)(1) and (2) [WIOA Sections 121(c)(1) and (2)).
4. In agreement with the local workforce development board, conduct oversight of the One-Stop delivery system (29 U.S.C. § 3151(a)(3); WIOA Section 121(a)(3)) and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the One-Stop center as described in 29 U.S.C. § 3151(g) [WIOA Section 121(g)].
5. Consult with the local workforce development board, the One-Stop Operator, and the One-Stop partners regarding funding of the One-Stop infrastructure as described in 29 U.S.C. § 3151(h) [WIOA Section 121(h)].
6. Consult with the Governor as they establish guidance for infrastructure One-Stop funding (29 U.S.C. § 3151(h)(1)(B); WIOA Section 121(h)(1)(B)) and determine funding as described in 29 U.S.C. § 3151(h)(2)(C) [WIOA Section 121(h)(2)(C)].
7. Consult with the Governor as they determine funding allocations for youth activities and statewide workforce investment activities under 29 U.S.C. §§ 3162(b)(1)(C) and 3163(b) [WIOA Sections 127(b)(1)(C)and 128(b)].
8. Consult with the Governor as they determine funding allocations for adult employment and training activities and statewide workforce investment activities under 29 U.S.C. §§ 3172(b)(1)(B) and 3173(b) [WIOA Sections 132(b)(1)(B) and 133(b)].

F. Performance Measurements

1. Work with the local workforce development board and the Governor to negotiate and reach agreement on local performance measures (29 U.S.C. § 3122(d)(9); WIOA Section 107(d)(9)).
2. Determine whether to appeal a gubernatorial reorganization determination made under 29 U.S.C. § 3141(g)(A) to the Governor under 29 U.S.C. § 3141(g)(2)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 U.S.C. § 3141(g)(2)(B)(ii) [WIOA Section 116(g)(2)].

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WORKFORCE DEVELOPMENT AREA (WDA) 9

The Counties of Buffalo, Crawford, Jackson, Juneau, La Crosse, Monroe, Trempealeau and Vernon

BACKGROUND

The federal Workforce Innovation and Opportunity Act (WIOA) was adopted in 2014. WIOA replaced the Workforce Investment Act of 1998 (WIA) which replaced the Job Training Partnership Act and its predecessor Comprehensive Employment and Training Act. WIOA governs statewide and local workforce development systems.

WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA (and its predecessors) outline specific roles for counties.

Structure – Workforce Development Area

Under WIOA states are required to designate local workforce development areas. The purpose of the local area is to serve as a jurisdiction for the administration of workforce development activities and funds allocated by the state for the one-stop system, adult, dislocated worker, and youth programs. Local units of government make requests to the Governor to be designated as a WDA. Under 29 U.S.C. § 3121(b), the Governor must consider labor market areas, regional economic development regions, and geographic boundaries when designating local workforce areas.

Wisconsin has designated 11 workforce development areas.

Each local area is required to have the following governing agreements in place:
- Chief Elected Official (CEO) Consortium Agreement
- Workforce Development Board (WDB) Bylaws
- WDB-CEO Agreement
- WDB-Fiscal Agent Agreement

Each local WDA must also develop a WIOA Local Plan.

<u>County Consortium/Chief Local Elected Officials</u>

Under 29 U.S.C. § 3122(d)(12)(B) and 2 C.F.R. Part 200 (Uniform Guidance), the chief elected official *must* serve as the local grant recipient and is *statutorily liable* for the misuse of federal funds allocated to the WDA. The chief elected official within a local area serves a vital role in establishing and governing the local WDB within the area. In cases where more than one unit of local government (counties) exists within a local area, the chief elected officials of such units execute an agreement to describe how the LEOs will carry out their roles and responsibilities under WIOA, including financial liability and the appointment of WDB members. The agreement also determines which official shall serve as the lead for the consortium and therefore be the designated CEO for the local WDB.

According to federal law, the chief elected official in a local area shall serve as the local grant recipient, and shall be liable for the misuse of, the grant funds allocated to the local area.

County consortium responsibilities include:

- Appointment of the workforce development board (WDB)
- Establishment of bylaws for the WDB
- Serving as the local grant recipient
- Selecting a fiscal agent
- Working collaboratively with the WDB on fund allocation, budget, workforce system policy development, selection of the one-stop operator and development of the local plan

The LEOs must enter into an agreement with the WDB to spell out their respective roles and responsibilities. Both the WDB and LEOs are responsible for providing program and fiscal oversight.

<u>Workforce Development Board</u>

WIOA requires the establishment of one local workforce development board (WDB) in each local area of the state. The chief elected official in each local area is required to appoint the members of the local WDB in accordance with federal and state criteria.

The primary role of the local WDB is to serve as a strategic convener to promote and broker effective relationships between the CEOs and economic, education and workforce partners throughout the local area. The local WDB must develop strategies to continuously improve and strengthen the workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs to promote economic growth.

Federal law outlines several specific functions for workforce development boards including local plan development; conducting workforce research and regional labor market analysis; lead employer engagement efforts; conduct program oversight; and develop, implement, and monitor a budget.

In WDA 9, the workforce development board serves as the administrative entity and fiscal agent for WIOA programs and funding as outlined in the WDB-CEO Agreement. Although the WDB is a statutory body established under WIOA, WDA 9's board has incorporated a separate 501(c)(3) nonprofit entity (WWWDB, Inc.) which employs staff and operates as the administrative entity. The statutory WDB and the nonprofit corporation are distinct legal entities, though the same individuals often serve dual roles.

WDB Staffing

Each local WDB employs a director and other staff to assist in carrying out the functions of the WDB.

The local WDB shall establish and apply a set of objective qualifications for the position of director that ensures that the individual selected has the requisite knowledge, skills and abilities to meet identified benchmarks and to assist in effectively carrying out the functions of the local WDB.

WDA 9 ISSUES

Over the last several years, the Western Wisconsin Workforce Development Board (WWWDB) has experienced significant instability and competency gaps in key administrative and fiscal positions. This has led to several disallowed costs which will be discussed below.

In addition, the State of Wisconsin, on May 30, 2025, provided notification to the Chief Local Elected Official that WDA 9 is not in compliance with uniform administrative requirements, WDA 9 was required to take corrective action to secure prompt compliance with uniform administrative requirements and WDA 9 has not complied with required corrective action. Under 20 C.F.R. § 679.420(c) and 29 U.S.C. § 3122(d)(12)(B), the State has authority to require the LEOs to designate a different fiscal agent when the existing administrative entity fails to maintain compliance with Uniform Guidance or federal program requirements. Therefore, the state exercised its authority under WIOA to require the LEOs to designate an entity other than the WWWDB, Inc. as the fiscal agent for the local area no later than September 1, 2025. Multiple monitoring events found several hundred thousand dollars in questioned costs, financial statements and records that were not reliable, worsening conditions despite several hours of ongoing and intensive technical assistance, and failure to undergo the required single audit for the past three fiscal years.

Disallowed Costs – PY 22 and PY 23

As discussed earlier, any disallowed costs become the liability of the counties that are members of the consortium.

The State of Wisconsin generously reopened PY 22 disallowed costs to provide new WWWDB staff, leadership and a contracted accountant an opportunity to make corrections to staff time allocations, provide appropriate receipts, etc. to decrease the fiscal liability to counties.

On July 11, 2025, invoices for PY 22 disallowed costs and special investigation report disallowed costs were sent to the WWWDB totaling $89,408.03. The final invoice for PY 22 disallowed costs totals $33,821.84.

PY 23 questioned costs total $352,778.16. WWWDB staff are still working with DWD to resolve the PY 23 questioned costs. However, given the issues stated above with regard to financials statements and records it is likely that $200,000+ of the questioned costs will not be resolved and will become the fiscal liability of the counties.

Other Non-WIOA Funding Issues

The WWWDB, Inc. has additional fiscal liabilities that are not the fiscal liability of the counties including an EEOC complaint, an IRS penalty and non-WIOA program disallowed costs. Although the counties are not liable for these non-WIOA obligations, they may nonetheless affect the capacity and solvency of WWWDB, Inc., which could in turn impair its ability to serve as an administrative entity or comply with fiscal-agent directives.

STEPS BEING TAKEN TO CORRECT ISSUES AT HAND

Over the past several months, many changes have occurred at the WWWDB. The former executive director resigned and a new interim director is in place. Many new members have been appointed to the WWWDB. New board leadership is in place, including a new chair and new treasurer. An outside accountant has been hired to manage the accounts of the WWWDB. All of the new leaders have committed to ensuring fiscal and programmatic integrity moving forward.

January 2026 Financial Report *Tina Anibas, Buffalo County Treasurer*

	Investment Notes			
12/10/2026	From WISC PMA to General $400,000			
12/17/2026	From WISC PMA to General $200,000			
12/26/2026	From Waumandee CDARS Hwy Bond to General $2,400,000			
12/30/2026	From General to WISC PMA NOTE $700,000 (Carryover unspend Bond Funds)			
12/30/2026	From General to WISC PMA $1,400,000			
	GENERAL CASH			$6,189,844.34
	WAUMANDEE CDARS/CDS			$1,000,000.00
	TOTAL GENERAL FUNDS			**$7,189,844.34**
	CAPX CDARS			$675,000.00
	TAX DEED			$8,568.71
	LAND RECORDS			$226,478.78
	VEHICLE REPLACEMENT			$59,306.58
	HEALTH INSURANCE			$80,949.79
	DEBT SERVICE			$198,471.91
	RECYCLING			$141,558.86
	ORTHO/LIDAR			$60,453.50
	OPIOID FUNDS			$212,318.67
	COMMUNITY BLOCK GRANT FUNDS			$26,678.10
	LAND INFO GRANTS			$15,568.69
	2021 AMERICAN RESCUE FUNDS			$273,256.65
	2024 NOTE FUNDS			$700,793.77
	TOTAL OTHER FUNDS			**$2,679,404.01**
	YEAR TO DATE INTEREST			$408,291.77
	TOTAL RECEIPTS			$4,716,637.89
	TOTAL DISTRIBUTED			$4,019,253.72
	UNPAID TAX REPORT PAYABLE			
	2023-2024 Delinquent			**$283,238.72**