

**PROCEEDINGS
OF THE
COUNTY BOARD
OF SUPERVISORS

SESSIONS OF 2019**

DOOR COUNTY, WISCONSIN

DOOR COUNTY BOARD OF SUPERVISORS

County Board Chairperson - David Lienau

County Board Vice Chairperson - Ken Fisher

DISTRICT 1

Town of Union and Town of Brussels - Ward 1

David Englebert 1003 Pleasant Ridge Rd,
Brussels, 54204, Phone 825-7864

DISTRICT 2

Town of Brussels - Ward 2 and Town of Forestville - Ward 1,

John Neinas 8674 County Road H
Sturgeon Bay, 54235, Phone 825-7618

DISTRICT 3

Town of Forestville - Ward 2, Town of Clay Banks, Village of Forestville

Roy Englebert 7290 Geier Road
Forestville, 54213, Phone 856-6706

DISTRICT 4

Town of Gardner - Ward 1, Town of Nasewaupée - Ward 3

Jon Koch 9238 Lovers Lane
Brussels, 54204, Phone 825-7567

DISTRICT 5

Town of Nasewaupée - Ward 1, Town of Gardner - Ward 2

Nancy Robillard 2760 Bay Rd
Brussels, 54204, Phone 824-5201

DISTRICT 6

Town of Nasewaupée - Ward 2 and Town of Sturgeon Bay

Susan Kohout 2099 Sunrise Shore Road
Sturgeon Bay, 54235, Phone 743-1527

DISTRICT 7

City of Sturgeon Bay - Wards 1,2

Helen Bacon 458 North Fifth Place
Sturgeon Bay 54235, Phone 493-7200

DISTRICT 8

City of Sturgeon Bay - Wards 3 and 4

Daniel Austad 942 Memorial Drive
Sturgeon Bay, 54235, Phone 743-6773

DISTRICT 9

City of Sturgeon Bay - Wards 5, 6, 22,23 and 24

Laura Vlies Wotachek 1500 Tacoma Beach Rd
Sturgeon Bay, 54235, Phone 304-2046

DISTRICT 10

City of Sturgeon Bay - Wards 7, 8, 20 and 21

Kenneth Fisher 967 S. Douglas Ave.
Sturgeon Bay, 54235, Phone 743-9660

DISTRICT 11

City of Sturgeon Bay - Wards 9, 10, 18, 19, 25, 26 and 27

Megan Lundahl 321 S Fulton Ave
Sturgeon Bay, 54235, Phone 559-9595

DISTRICT 12

City of Sturgeon Bay - Wards 11, 12, 15, 16, 17 and 28

Nissa Norton 945 Bonnie View Dr
Sturgeon Bay, 54235, Phone 246-9489

DISTRICT 13

City of Sturgeon Bay - Wards 13 and 14

Kathy Schultz (Resigned August 2019) 423 N. 12th Ave
Sturgeon Bay, 54235, Phone 559-1422

Alexis Heim-Peter (Appt. September 2019) 11 N 17th Dr
Sturgeon Bay, 54235, Phone 333-1680

DISTRICT 14

Town of Sevastopol - Wards 2, 3, 4, and 29

Linda Wait 5075 Bluff Ct, PO Box 501
Sturgeon Bay, 54235, Phone 743-6884

DISTRICT 15

Town of Sevastopol - Ward 1 and 5

Richard Virlee 3959 Glidden Drive
Sturgeon Bay, 54235, Phone 743-7040

DISTRICT 16

Town of Egg Harbor - Ward 1 and Town of Jacksonport - Ward 1

Randy Halstead 3693 County Hwy V
Egg Harbor, 54209, Phone 559-0646

DISTRICT 17

Town of Egg Harbor - Wards 2 and 3, Town of Jacksonport - Ward 2, Town of Baileys Harbor - Ward 1 and Village of Egg Harbor

David M. Enigl 7807 Memorial Drive
Egg Harbor, 54209, Phone 493-2294

DISTRICT 18

Town of Gibraltar and Village of Ephraim

Vinni Chomeau 9640 Maple Grove
Fish Creek, 54212, Phone 421-1687

DISTRICT 19

Town of Baileys Harbor - Ward 2 and Town of Liberty Grove - Ward 3

Bob Bultman 8073 Hwy 57, PO Box 151
Baileys Harbor, 54202, Phone 421-2283

DISTRICT 20

Town of Liberty Grove - Ward 2 and Village of Sister Bay

David Lienau 2309 Somerset Dr, PO Box 823
Sister Bay, 54234, Phone 634-5372

DISTRICT 21

Town of Liberty Grove - Ward 1, and Town of Washington

Joel Gunnlaugsson 1423 Townline Road
Washington Island, 54246, Phone 847-3456

COUNTY BOARD SUPPORT STAFF

County ClerkJill M. Lau
County AdministratorKen Pabich
Corporation Counsel.....Grant Thomas

COUNTY OFFICERS

Circuit Judge, Branch I D. Todd Ehlers
Circuit Judge, Branch II David Weber
Clerk of Court.....Connie DeFere
County ClerkJill M. Lau
County TreasurerJay Zahn
District Attorney Colleen Nordin
Register of Deeds..... Carey Petersilka
Sheriff Tammy Sternard

I N D E X

2019 BOARD SESSIONS

January	11-16
February	16-19
March	19-24
April	24-27
May.....	28-31
June	31-34
July.....	34-38
August.....	38-41
September	41-46
October (Special Meeting)	46-48
October.....	48-52
November Public Hearing	52
November (Regular & Budget).....	52-57
December	57-62

2019 ORDINANCES

2019-01	Amendments to Shoreland and Comprehensive Zoning Maps	63-67
2019-02	Amendments to Land Division Ordinance	68-90
2019-03	Amendments to Comprehensive Zoning Ordinance	91-92
2019-04	Smyth Rezoning	93-94
2019-05	Amendment of §340.002 Door County Code	95
2019-06	Amendment of §340.002 Door County Code	96
2019-07	Amendment of Chapter 11.05 Door County Code: All Terrain Vehicles & Utility Terrain Vehicles Routes	97
2019-08	Comprehensive Zoning Ordinance Text Amendment	98-102
2019-09	Amendment to the Zoning Map of Clay Banks – Renard Rezoning	103-104
2019-10	Amendment to the Zoning Map of Sevastopol – Laubenstein Rezoning.....	105-106
2019-11	Amendment to the Zoning Map of Liberty Grove – Jungwirth Rezoning	107-108
2019-12	Amendment of Chapter 12 Door County Code	109-110
2019-13	Text Amendments to Chapter 8, Signs	111-135
2019-14	County Highway Commissioner’s Appointment, Term, Supervision and Removal	136
2019-15	Amendment of §340.002 Door County Code	137
2019-16	Amendment of Chapter 4.17 Door County Code	138-139

2019 RESOLUTIONS

2019-01	Requesting Increased Funding and Oversight Reforms for Wisconsin’s Child Protective Services System.....	140-141
2019-02	Committee Appointments – CCS/CST Coordinating Committee / Highway Safety Commission / Land Information Council / Communications Advisory Technical Subcommittee	142-143
2019-03	Forestville Dam and Millpond Management	144
2019-04	Approval of Wis. DNR Targeted Runoff Management Grant	145
2019-05	Approval of NFWF – Phosphorus Reduction – Keyes & Larson Creek Watersheds.....	146
2019-06	Approval of DATCP Grant – Nutrient Management Farmer Education– SWCD.....	147
2019-07	Authorization to Apply for and Accept Wis DNR AIS Grant	148
2019-08	Approval of Gift, Grant and/or Donation to the Facilities and Parks Department – Horseshoe Bay Cave / Murphy Park.....	149
2019-09	Emergency Management & Communications – Transfer of Non-Budgeted Funds	150
2019-10	Transfer of Non-Budgeted Funds – County Clerk	151
2019-11	Acceptance of Donation of Land – PIN 028-02-36342934B1	152
2019-12	Washington Island Emergency Services Facility Project	153
2019-13	Acquisition of Real Property - PIN 281-10-85260201	154-165
2019-14	Government Center Remodel Project.....	166-167
2019-15	In Memoriam – Leo W. Zipperer	168
2019-16	Purchase of Four Wheel Drive Tractor with Front and Rear Flail Mowers - Highway Department.....	169
2019-17	Door County Sheriff’s Department Cold Storage and Evidence Facility Project.....	170
2019-18	Lower LaSalle County Park Pavilion Project	171
2019-19	Acquisition Of Hidding Trust Parcels- Bridge Financing, Transfer Of Non-Budgeted Funds - \$65.90, Wis. Stats.....	172
2019-20	Supporting a National Estuarine Research Reserve (NERR) Designation for Northeast Wisconsin	173
2019-21	Approval of 2019-2021 Collective Bargaining Agreement, Door County Deputy Sheriffs’ Association	174-184
2019-22	Appointment of Nancy Rafal to the Position of Poet Laureate	185-186
2019-23	Proclamation: Travel & Tourism Week – May 5-11, 2019.....	187

2019-24	In Memoriam – Tom Reynolds	188
2019-25	Purchase of Single Axle Dump Truck with Snow Equipment	189
2019-26	Double Ceiling – Written Joint Determination	190-191
2019-27	Appointments to Committees, Commissions & Boards	192-194
2019-28	County Snowmobile Trail Aid, 2019-20 Snow Season.	195
2019-29	Recognition of Kenneth C. Wendt	196
2019-30	Publication of Legal Notices: Newspapers.....	197
2019-31	America's Farmers Grow Communities Donation to the Aging and Disability Resource Center of Door County	198
2019-32	School Resource Officer Position(s).....	199-208
2019-33	Amendment to Door County Administrative Manual and/or Employee Handbook	209
2019-34	Amendment to Door County Administrative Manual and/or Employee Handbook	210
2019-35	2018 Carry Forwards From General Fund Accounts.....	211-212
2019-36	Appointments to Committees, Commissions and Boards	213-217
2019-37	Cana Island Project-Phase III Funding, Contract Awards, Construction Authorization	218
2019-38	Transfer of Non-Budgeted Funds from Boat Launch Reserve .	219-220
2019-39	Disposition of Improvements to Land (P.I.N. 281-10-85262502) ...	221
2019-40	Appointments To Committees, Commissions & Boards – Zoning Board of Adjustment	222-223
2019-41	Urging the Legislature to Revise the Statutes for Court Fees and Costs in Probate & Juvenile Cases	224-225
2019-42	School Resource Officer - Donations, Gifts or Grants.....	226-227
2019-43	Duly Certified Proceedings of County Board in Electronic Format and Posted on County's Website Versus Publication in Pamphlet Form	228
2019-44	Committee Appointment-CCS/CST Coordinating Committee .	229-230
2019-45	Approval of United States Forest Service Cooperative Weed Management Area Grant for Invasive Species Education and Control.....	231
2019-46	Approval of Donation for Prohibited Invasive Species Management	232
2019-47	Approval of Gift, Grant and/or Donation – Water Quality Notice of Discharge - SWCD	233
2019-48	Capital Improvements Plan – 2020-2024	234-253

2019-49	Approval of Agreement for 5 Year Nsight Contract	254-256
2019-50	Public Health Resolution Requesting the Wisconsin Legislature End the use of Personal Conviction Waivers for School and Day Care Center Immunizations	257-262
2019-51	Supervisor Compensation and Reimbursement	263-265
2019-52	In Memoriam - Keith Bridenhagen.....	266
2019-53	Recognizing Supervisor Kathy Schultz in Service to the County Board.....	267
2019-54	Appoint Door County Veterans Service Officer.....	268
2019-55	Approval of Gift, Grant and/or Donation to the School Resource Officer Unit.....	269
2019-56	Transfer of Non-Budgeted Funds for Cost Of Abatement or Removal of a Human Health Hazard	270
2019-57	Approval of 2019-2021 Collective Bargaining Agreement – Door County Emergency Services IAFF Local 4982	271-300
2019-58	Supervisor Compensation and Reimbursement	301-303
2019-59	Appointment to Fill Vacancy in Supervisory District 13	304
2019-60	Approval of Wisconsin Coastal Management Program Grant for the Dunes Lake Restoration Phase II	305
2019-61	Approval of National Fish and Wildlife Foundation Sustain Our Great Lakes Grant for Invasive Species Control	306
2019-62	Non-Commercial Hangar Site Lease Agreement, #22 Jim Nelson, #25 Mike Mahlik	307
2019-63	Intergovernmental Agreement- Affordable & Attainable Housing	308-311
2019-64	Approval of Gift, Grant and/or Donation to the Health and Human Services Department	312-316
2019-65	Committee Appointments.....	317-318
2019-66	Authorize Application for and Acceptance of Financial Assistance for George K. Pinney County Park Breakwall Maintenance	319
2019-67	Approval of Gift, Grant and/or Donation to the Door County Sheriff’s Office	320
2019-68	A Resolution Asking Governor Evers and the Wisconsin State Legislature to Apply for a Waiver from Federal Rules Excluding Institutional Stays from Medicaid Coverage	321
2019-69	2020 WLIP Grants-in-Aid to Local Government Application	322
2019-70	Supervisor Compensation and Reimbursement	323-325
2019-71	Alternative Work Schedules.....	326-328

2019-72	2020 Budget and Tax Levy	329
2019-73	Approval of Wisconsin DOJ TAD Grant to the Health and Human Services Department.....	330-331
2019-74	Support of Nsight Application for a PSCW FY2020 Broadband Expansion Grant - Egg Harbor	332
2019-75	Support of Nsight Application for a PSCW FY2020 Broadband Expansion Grant - Washington Island	333
2019-76	Purchase of Truck Chassis, Anti-Ice Tank and Snow Equipment, Highway and Airport Department	334
2019-77	Purchase of Truck Chassis, Dump Body and Snow Equipment, Highway and Airport Department	335
2019-78	Door County Compensation Structure and Performance Incentives	336-338
2019-79	Increase of Hours, New Positions, Reclassifications Request, and Part Time Pay Rates, for 2019 & 2020.....	339-341
2019-80	Approving the Formation of a 2020 Census Complete Count Committee	342
2019-81	Non-Commercial Hangar Site Lease Agreements: #13 Paul Cecil, #35 David Shepard, #37 Robert Enlow, #56 Tim Berg, #65 Kelly Hafeman, #67 David Michaud,.....	343
2019-82	Purchase of Street Sweeper, Highway and Airport Department.....	344
2019-83	Approval of WDCF-DSP PSP Innovation Zone Grant to the Health & Human Services Department	345-346
2019-84	Approval of Design Development for the Door County Sheriff's Department Vehicle Storage and Evidence Facility Project	347
2019-85	Approval of Gift, Grant and/or Donation to the Door County Sheriff's Department	348
2019-86	Community Development Block Grant Economic Development Revolving Loan Fund Closeout and Sturgeon Bay-Door County Economic Development Loan Program.....	349-369
2019-87	Committee Appointments	370-372
2019-88	Amendment to Door County Administrative Manual §3.00 Hours of Work	373

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, JANUARY 22, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The January 22, 2019 Door County Board of Supervisors meeting was called to order at 10:00 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 20 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Kathy Schultz, Richard Virlee, Laura Vlies Wotachek, and Linda Wait. David Enig was excused.

Presentation of Agenda

Motion by Halstead, seconded by Robillard to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance

Public Comment

The following persons commented:

- Robert Sijgers, lives on Millpond
- Terry McNulty, 300 E Park Street, Forestville
- Lora Jorgensen, Village of Forestville
- Don Freix, 8305 Cornerline Rd, Fish Creek
- David Swanson, resident of the City of Algoma
- Adam Urban, Town of Union
- Ed Bellin, 7960 W Cedar Drive, Forestville

Supervisors Response

- Supervisor Lundahl expressed her gratitude to the Soil & Water department for the work done on the Millpond issue and thanked the public for their comments and interest in the matter

Approval of Minutes of December 18, 2018 Regular Meeting

Motion by Schultz, seconded by Virlee to approve the minutes of the December 18, 2018 regular meeting. Supervisor Chomeau requested that the minutes be amended to reflect Don Freix's comment during public comment at the December meeting – specifically to include "that Don Freix asked the board to enact a resolution expressing no confidence in our 1st Assembly Representative because of his votes on the December 2018 lame duck legislation. Motion as amended carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Resolutions

2019-01 Requesting Increased Funding and Oversight Reforms for Wisconsin's Child Protective Services System

Supervisor Bacon read a portion of the resolution aloud and explained the reason for the request.

Motion by Bacon, seconded by Lundahl to approve resolution 2019-01 – A resolution requesting that the State of Wisconsin increase the Children and Family Aids Allocation to counties in the 2019-21 state biennial budget by \$30 million annually in order to cover a greater share of out-of-home care costs and increase staffing levels needed to meet the growing workload so Wisconsin's CPS system can meet its obligations.

Supervisor Lundahl noted this was one of the four topics that the County Ambassador Program addressed with legislators.

Motion carried by unanimous voice vote.

2019-02 Committee Appointments – CCS/CST Coordinating Committee / Highway Safety Commission / Land Information Council / Communications Advisory Technical Subcommittee

Motion by Lienau, seconded by Fisher to approve resolution 2019-02 – Approval of the appointments of Tammy Sternard, filling statutory position, to the Highway Safety Commission (term ends April 2019); Christopher Miotke, filling vacancy as adult consumer rep, and Dorian Tosta, youth member, to the CCS/CST Coordinating Committee; Jeff Isaksen, filling Realtor/Realtor Assoc. Member position, the Land Information Council; and Tammy Sternard, alternate position, to the Communications Advisory Technical Subcommittee) (term ends April 2019).

Administrator Pabich reviewed the recommended appointments.

Motion carried by unanimous voice vote.

2019-03 Forestville Dam and Millpond Management

Motion by Fisher, seconded by Austad to approve resolution 2019-03 – Acceptance and approval of the recommendations of the Facilities & Parks Committee regarding the draw-down of the Forestville Millpond.

County Conservationist Erin Hanson presented information behind the rationale to the draw-down recommendation. Erin presented a timeline, reviewed the Stakeholders and Technical Professionals involved with the study, reviewed Management Options, reviewed Recommended Options, reviewed Soil & Water Conservation Departments final recommendation of a controlled, extended draw-down, and addressed frequently asked questions and public concerns. Board questions, concerns and discussion followed. Administrator Pabich reported he spoke with the Kewaunee County Board Chairman. Pabich addressed concerns and has offered to hold meetings to provide further information. Administrator Pabich noted there is a lot of mis-information out in the public. Pabich also addressed the grant process noting the Millpond doesn't qualify for many grants due to the area being a confinement. Further discussion followed.

Motion carried by roll call vote with 15 Members voting Yes – Austad, Bacon, Bultman, Chomeau, E. Englebert, Fisher, Gunnaugsson, Halstead, Kohout, Lienau, Norton, Schultz, Virlee, Vlies Wotachek, and Wait; 4 Members voting No – D. Englebert, Koch, Lundahl, and Robillard; 1 Member Abstained – Neinas (owns property on the Millpond); and 1 Member excused.

The Board recessed at 11:53 a.m. and reconvened at 12:09 p.m.

2019-04 Approval of Wis. DNR Targeted Runoff Management Grant

Motion by Fisher, seconded by Halstead to approve resolution 2019-04 – Approval of the acceptance of the water quality Targeted Runoff Management Program Grant totaling \$449,480.

County Conservationist Erin Hanson explained this is for activities to reduce phosphorus in the Sugar Creek watershed. It is a 3 year grant to be used for funding for structural practices for Ag operations and a portion for staff time for S&W.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-05 Approval of NFWF – Phosphorus Reduction – Kayes & Larson Creek Watersheds

Motion by Fisher, seconded by Virlee to approve resolution 2019-05 – Acceptance of the National Fish & Wildlife Foundation Grant in the amount of \$87,089 which purpose is to support the reduction of phosphorus in the Keyes and Larson Creek Watersheds.

Supervisor Fisher questioned if the resolution should refer to Kayes Creek not Keyes Creek. Erin Hanson noted some years ago the name spelling of this creek was changed and an old spelling was used to draft the resolution. The resolution will be corrected to reflect the current spelling of Kayes.

Motion with wording amendment carried by a roll call vote with 20 Members voting Yes; 1 Member excused.

2019-06 Approval of DATCP Grant – Nutrient Management Farmer Education

Motion by Fisher, seconded by Chomeau to approve resolution 2019-06 – Acceptance of the Wisconsin Department of Agriculture, Trade and Consumer Protection Grant in the amount of \$8,100 for the purpose of providing nutrient management training to producers to develop nutrient management plans compliant with the 2015 NRCS 590 technical standard.

Motion carried by a roll call vote with 20 Members voting Yes; 1 Member excused.

2019-07 Authorization to Apply for and Accept Wis DNR AIS Grant

Motion by Fisher, seconded by Bultman to approve resolution 2019-07 – Authorization for the Soil & Water Conservation Department to apply for and accept the 2019-2020 Aquatic Invasive Species Education, Prevention, and Planning Grant and the AIS Control through the WDNR for invasive species outreach.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-08 Approval of Gift, Grant and/or Donation to the Facilities and Parks Department – Horseshoe Bay Cave / Murphy Park

Motion by Austad, seconded by Halstead to approve resolution 2019-08 – Approval of the acceptance of the donation from Horseshoe Bay Golf Club valued at \$1,756.13 for the purposes of benefit to Frank E. Murphy Park or Horseshoe Bay Cave.

Supervisor Austad explained Horseshoe Bay Golf Club is donating the money to be used at either Murphy Park or Horseshoe Bay Cave. The Facilities & Parks Department/Staff will determine where it will be spent. The donation will be deposited into a separate fund specific to the park and cave.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-09 Emergency Management & Communications – Transfer of Non-Budgeted Funds

Motion by Schultz, seconded by Koch to approve resolution 2019-09 – Approval of the transfer of \$15,718.40 from the Door County Contingency Expense Account to the Emergency Management & Communications Repair and Maintenance Account to cover the Communication Towers battery replacement expense.

Supervisor Schultz explained this was approved at the Public Safety Committee and reviewed and approved by the Finance Committee. The recommendation is to transfer the funds from the Door County Contingency Expense Account. Administrator Pabich noted the batteries needing replacement were identified in the recent Tower Inspection. Other batteries needing replacement identified through the inspection will be budgeted in 2020.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-10 Transfer of Non-Budgeted Funds – County Clerk

Motion by Schultz, seconded by D. Englebert to approve resolution 2019-10 – Approval of a transfer of up to \$13,000 from the Unassigned Fund Balance to the County Clerk's Transfer from Fund Balance to cover the shortfall in the County Clerk's 2018 budget.

Supervisor Schultz noted this was reviewed by the Finance Committee. The request is due to the addition of two unbudgeted elections held in 2018.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-11 Acceptance of Donation of Land – PIN 028-02-36342934B1

Motion by Austad, seconded by Fisher to approve resolution 2019-11 – Acceptance of the donation of property by Bruce McClaren for the prospective establishment of a facility (or facilities) for emergency medical and other services and the Town of Washington's potential construction of a new fire station.

Supervisor Austad explained this is a 10 acre parcel across the road from the current ambulance facility. The parcel will be used to construct a new emergency services facility and also may be used for the Town of Washington to construct a fire station in the future. Administrator Pabich noted the Land Use Services Department reviewed the parcel and a Conditional Use Permit will be required to construct a facility on this property. The owner of the property has asked for some language change to the Intergovernmental Agreement to clarify his wishes for the future sharing of the property with the Town of Washington.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-12 Washington Island Emergency Services Facility Project

Motion by Austad, seconded by Fisher to approve resolution 2019-12 – A resolution authorizing the County Administrator or his designee(s), subject to general oversight of the Facilities & Parks Committee, to proceed with the design development phase of the Washington Island Emergency Services Facility Project.

Administrator Pabich explained the project would be similar to the BUG ambulance station. Looking to meet the needs for Emergency Services and house a couple of offices for other county departments. \$800,000 has been reserved for this project. Initially looking to use \$30,000 for the preliminary design work and cost estimate. Each phase of the project will be brought before the board for approval to move forward. Discussion followed.

Motion carried by roll call with 20 Members voting Yes; 1 Member excused.

2019-13 Acquisition of Real Property - PIN 281-10-85260201

Motion by Schultz, seconded by Virlee to approve resolution 2019-13 – Authorization of the acquisition of Parcel ID #281-10-85260201 situated at 56 N 4th Avenue, City of Sturgeon Bay, Door County Wisconsin for a sum of \$500,000.

Supervisor Austad explained for the past 15 years the county has looked at putting together an Archives for the Museum. Two properties were purchased with the Archives now located in the house on one of the properties. Initially the County looked at adding a 6,000 sqft addition on to the Museum at an estimated cost of \$2.6M. At the time of looking at an addition, acquiring the property next to the Museum was never a thought. The building will require repairs. There are no formal plans of what will be housed in the building at this time. The possibility may exist to liquidate the two County parcels owned behind the Museum if this parcel is acquired. Supervisor Wait noted the Museum & Archives Committee has reviewed and recommends purchase of the parcel. This could be a rare opportunity. Administrator Pabich reviewed the purchase and where the funds could be taken from. It is anticipated it will cost \$250,000 to \$300,000 to make needed repairs to stabilize the building. CC Thomas noted there are a lot of moving parts and a lot of people involved and the County is not anywhere near having a deal. The resolution allows both Administrator Pabich and CC Thomas to continue to move forward to close the deal.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-14 Government Center Remodel Project

Motion by Austad, seconded by Fisher to approve resolution 2019-14 – Authorization to proceed with the construction phase of the Government Center Remodel Project.

A handout outlining the proposed project was distributed. Administrator Pabich explained the project has gone through a process over the past year and one half. Pabich reviewed the overall project, which will remodel areas on the first floor and third floor, along with the costs. Part of the project includes maintenance items such as carpet replacement. Discussion followed.

Motion carried by roll call vote with 16 Members voting Yes – Austad, Bacon, Bultman, Chomeau, R. Englebert, Fisher, Gunnlaugsson, Halstead, Kohout, Lienau, Lundahl, Norton, Robillard, Schultz, Virlee, and Wait; 4 Members voting No – D. Englebert, Koch, Neinas, and Vlies Wotachek; 1 Member excused.

Ordinances

No ordinances were presented.

Special Reports

No special reports were presented.

New Business

Election of Civil Service Commissioner (Jeff Farley, filling term of Tim Herlache, term expires December 2020)

Motion by Fisher, seconded by Kohout to nominate Jeff Farley to fill the term of Tim Herlache to expire December 2020 and to close further nominations and cast a unanimous vote for Jeff Farley. Motion carried by unanimous voice vote.

Oral Committee Reports

No oral committee reports were presented.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – February 26, 2019 – 10:00 a.m.

Meeting Per Diem Code

122.

Adjourn

Motion by Fisher, seconded by Virlee to adjourn. Time 1:14 p.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, FEBRUARY 26, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The February 26, 2019 Door County Board of Supervisors meeting was called to order at 10:02 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 19 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait. Ken Fisher, and Kathy Schultz were excused.

Presentation of Agenda

Motion by Halstead, seconded by Enigl to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance

Public Comment

The following persons commented:

- Paul Zahn, Forestville
- Christine Reid, Sleepy Hollow Drive, Forestville

Supervisors Response

None given.

Approval of Minutes of January 22, 2019 Regular Meeting

Motion by Virlee, seconded by Bacon to approve the minutes of the January 22, 2019 regular meeting. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Special Reports

County Housing Study Summary Presentation (Mariah Goode)

Land Use Services Director Mariah Goode presented an overview of the 2019 AECOM Housing Study.

Door County Delegation’s October 2018 Visit to Jingdezhen

CC Thomas presented a PowerPoint outlining the October 2018 Door County Delegations’ visit to Jingdezhen.

County Capital Improvement Program Approved Projects Summary (Wayne Spritka, Ken Pabich)

Administrator Pabich and F&P Director Spritka presented an overview of the CIP projects for 2019.

Door County Housing Authority – Annual Report 2018

Reviewed.

Annual Report of Gifts, Grants, and Donations 2018

Reviewed.

The Board recessed at 11:29 a.m. and reconvened at 11:40 a.m.

Resolutions

2019-15 In Memoriam – Leo W. Zipperer

Motion by Lienau, seconded by Austad to approve Resolution 2019-15 - Recognition in honor of the achievements Leo attained during his tenure as a County Board Supervisor and his service to Door County.

The resolution was read aloud by Supervisor Austad.

Motion carried by unanimous voice vote.

2019-16 Purchase of Four-Wheel Drive Tractor with Front and Rear Flail Mowers - Highway Department

Motion by Neinas, seconded by Halstead to approve Resolution 2019-16 – Authorization for the Door County Highway Committee to purchase one new Four-Wheel Drive Tractor and Front and Rear Mowers, for a price of \$112,973 from Swiderski Equipment Inc.

Supervisor Neinas noted this was budgeted and is a formality.

Motion carried by roll call vote with 19 Members voting Yes; 2 Members excused.

2019-17 Door County Sheriff’s Department Cold Storage and Evidence Facility Project

Motion by Austad, seconded by Virlee to approve Resolution 2019-17 – Authorization for the County Administrator or his designee(s), subject to the general oversight of the Facilities and Parks Committee, to proceed with the design development phase of the project, including the retention of a design professional.

Administrator Pabich noted this project was included in the CIP for 2019. The facility at John Miles Park is at capacity. The storage will be used for large item

evidence. This project was in the original project for the Justice Center but was cut due to budgetary issues.

Motion carried by roll call vote with 19 Members voting Yes; 2 Members excused.

2019-18 Lower Lasalle County Park Pavilion Project

Motion by Austad, seconded by Virlee to approve Resolution 2019-18 – Authorization for the County Administrator or his designee(s), subject to the general oversight of the Facilities and Parks Committee, to proceed with the design development phase of the project, including the retention of a design professional.

Supervisor Austad explained this is part of the planning process to construct the pavilion. It was noted this is a 50/50 cost share with the Friends of the Parks.

Motion carried by roll call vote with 19 Members voting Yes; 2 Members excused.

2019-19 Acquisition of Hidding Trust Parcels- Bridge Financing, Transfer of Non-Budgeted Funds - \$65.90, Wis. Stats.

Motion by Austad, seconded by Vlies Wotachek to approve Resolution 2019-19 – Approval of the transfer of up to \$450,000 from the Unassigned Fund Balance to the Facilities & Parks Land Acquisition account with the understanding that such will be repaid by gifts, grants and/or donations.

Parks Superintendent Ben Nelson presented an overview of the potential funding sources and the anticipated secured funding. Discussion of purchase price, appraisal, grants, the bridge financing, and extension of the closing date. It is anticipated the repayment would be allowed through November 2020 to secure all the funding. If funding cannot be secured a decision as to what to do with the property will need to be made.

Motion carried by roll call vote with 17 Members voting Yes; 2 Members voting No – Koch, and Wait; 2 Members excused.

2019-20 Supporting a National Estuarine Research Reserve (NERR) Designation for Northeast Wisconsin

Motion by Austad, seconded by Bacon to approve Resolution 2019-20 – A resolution supporting the efforts of the University of Wisconsin-Green Bay as they seek a letter from the NOAA requesting their assistance in exploring the feasibility of a NERR designation for Northeast Wisconsin.

Administrator Pabich reviewed the information included in the meeting packet. This is not related to the designation of the marine sanctuary.

Motion carried by unanimous voice vote.

2019-21 Approval of 2019-2021 Collective Bargaining Agreement, Door County Deputy Sheriffs' Association

Motion by Gunnlaugsson, seconded by Robillard to approve Resolution 2019-21 – Approval of the tentative agreement and authorization to execute and implement the January 1, 2019 – December 31, 2021 Collective Bargaining Agreement between Door County and the Door County Deputy Sheriff's Association.

CC Thomas reviewed information included in the meeting packet.

Supervisor Gunnlaugsson was excused at 12:55 p.m.

Motion carried by roll call vote with 18 Members voting Yes; 3 Members excused.

Ordinances

No ordinances were presented.

New Business

No new business was presented.

Oral Committee Reports

No oral committee reports were presented.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – March 26, 2019 – 10:00 a.m.
- Door/Kewaunee Legislative Days – April 3-4, 2019 – If you haven't already contacted County Clerk Jill please do so no later than Friday, February 1, 2019
- DCEDC Annual Luncheon – April 24, 2019 – 12 p.m., Stone Harbor Resort

Meeting Per Diem Code

226.

Adjourn

Motion by Koch, seconded by Virlee to adjourn. Time 12:59 p.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, MARCH 26, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The March 26, 2019 Door County Board of Supervisors meeting was called to order at 10:02 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 20 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait. Kathy Schultz was excused.

Presentation of Agenda

Motion by Halstead, seconded by Enigl to approve the agenda. Motion carried by unanimous voice vote.

Recognition – Mark Janiak

Administrator Ken Pabich presented Mark with a plaque recognizing his 20 years of dedicated service to Door County. Mark thanked the Board for the opportunities, support and recognition.

Correspondence

- Unassigned Fund Balance
- Letter from US Senator Tammy Baldwin
- Letter from Don Freix
- Letters/Emails distributed on desks from: Chris Ploor, Pam Busch – Door Tran, Jane Herlitz – Jak’s Place, Jennifer Gaddes – Door County Medical Center, Carol Shabbit – Door County Medical Center, Deb Whitelaw Gorski – Door County Medical Center, James Hyland – Roundy’s Division, Barb Teich, Pastor James Gomez – Prince of Peace Church, Beverly Luethge, Dennis Connolly, Carol Moellenberndt, Jane Jandrin – Nicolet Bank, and Bill Casey

Public Comment

The following persons commented:

- Don Freix, Fish Creek, WI
- Robert Sijgers, Forestville
- Vicky, Joliet Avenue, Sturgeon Bay, WI
- Terry McNulty, 300 E Park Street, Forestville
- Lora Jorgensen, Forestville

Supervisors Response

None given.

Approval of Minutes of February 26, 2019 Regular Meeting

Motion by Virlee, seconded by Bacon to approve the minutes of the February 26, 2019 regular meeting. Supervisor Kohout requested the minutes be amended to reflect that the Friends of the Parks is splitting 50/50 the costs of the Lower Lasalle County Park Pavilion project. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Resolutions

2019-22 Appointment of Nancy Rafal to the Position of Poet Laureate

Motion by Fisher, seconded by Bultman to approve Resolution 2019-22 – A resolution appointing Nancy Rafal to the non-compensated position of Poet Laureate for Door County, Wisconsin to fill a two-year term, commencing April 1, 2019 and ending March 31, 2021.

Outgoing Poet Laureate Sharon Auberle introduced Nancy. Nancy read a poem she wrote titled ‘Angling up the Peninsula’.

Motion carried by unanimous voice vote.

Special Reports

Informational Report – Door County Circuit Court [Treatment Court, Criminal Justice Coordinating Council, and other Matters] by the Hon. David L. Weber, Door County Circuit Court Judge, Branch II

Judge David Weber updated the Board on the activities of the Criminal Justice Coordinating Council. A work group was established to research setting up a Treatment Court. Judge Weber explained what a Treatment Court is and who is eligible for Treatment Court.

Presentation on Door County Transportation Program – Joe Krebsbach, Ken Pabich

Administrator Pabich explained a study of the program has been completed. There will be no decision made today; asking for guidance as to how to move forward. No formal decisions would happen until May. Human Services Director Joe Krebsbach presented a PowerPoint overview of the Transportation Program and options to continue as is, or a limited service, or discontinuing the program. Questions from Board Members followed including how are other communities our size handling transportation, would raising the fares help, and can private businesses contribute. The value and need of the program are fully understood. Many hours have been spent on establishing the options presented. The costs of the current program are not sustainable.

Public Comment on the Transportation Program

The following persons commented:

- Jon Wolfe, 326 Georgia Street, Sturgeon Bay
- Thomas Syme, Jacksonport
- Paul Pfundtner, Old Stage Road, Sister Bay
- Vicky, Joliet Avenue
- Marggie Hatala, Doulagivers of Door County
- Sandy Brown, Sturgeon Bay, League of Women Voters Door County
- Linda Maggle, Sturgeon Bay
- Don Freix, Fish Creek
- Cindy Germain, Sturgeon Bay
- John Heinke
- Don Fischer
- Pam Busch, 351 N Forestville Avenue, Sturgeon Bay, Mobility Manager Door Tran
- Amy Kohnle, Sturgeon Bay, Executive Director United Way Door County
- Seth Wiederanders, 609 N 12th Avenue, Sturgeon Bay, on behalf of Jak's Place
- Christie Weber, Sturgeon Bay
- Erin Szakala, Social Worker at Door County Medical Center

The committee recessed at 12:20 p.m. and reconvened at 12:32 p.m.

Public comment continued:

- Cindy Weber, CEO Sunshine House
- Christine Anderson, Washington Island
- Lauren Daoust, 1818 Kentucky Street, Sturgeon Bay, Social Worker at Door County Medical Center

2019-23 Proclamation: Travel & Tourism Week – May 5-11, 2019

Motion by Gunnlaugsson, seconded by Fisher to approve Resolution 2019-23 – Support and promotion of May 5-11, 2019 as Travel and Tourism Week in Door County and urging the citizens of Door County to join in this special observance with appropriate events and commemorations.

Motion carried by unanimous voice vote.

2019-24 In Memoriam – Tom Reynolds

Motion by Austad, seconded by Koch to approve Resolution 2019-24 - Recognition in honor of the achievements Tom attained during his tenure as a County Board Supervisor.

The resolution was read aloud by Supervisor Austad.

Motion carried by unanimous voice vote.

2019-25 Purchase of Single Axle Dump Truck with Snow Equipment

Motion by Neinas, seconded by Fisher to approve Resolution 2019-25 – Authorization to the Door County Highway Committee to purchase one new International Truck and Snow Equipment for a price of \$137,487 from Packer City International.

Supervisor Neinas explained this has been budgeted.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-26 Double Celling – Written Joint Determination

Motion by Gunnlaugsson, seconded by Koch to approve Resolution 2019-26 – Approval of the Staffing Agreement Double Celling which shall be in effect from and after March 11, 2019 until rescinded or amended by mutual agreement of the County Board and Sheriff.

This is a state procedural update due to the hiring of a new Jail Lieutenant. The jail is not currently using double bunking. The double bunking only applies to 6 cells in the jail.

Motion carried by unanimous voice vote.

2019-27 Appointments to Committees, Commissions & Boards

Motion by Robillard, seconded by Lundahl to approve Resolution 2019-27 – Approval of the appointments of Robert Gamble to the Veterans Service Commission filling the unexpired term of Kenneth Wendt (term expires December 2021); Roxanne Boren to the Aging & Disability Resource Center Advisory Board and the Nutrition Advisory Council filling the unexpired term of Christine Anderson (term expires April 2021); Vic Verni to the Aging & Disability Resource Center Advisory Board filling the unexpired term of Judy Larson (term expires April 2019); Debbie Dahms to the Nutrition Advisory Council filling the unexpired term of Carmen Schroeder (term expires April 2021); Steve Hey to the Nutrition Advisory Council filling the unexpired term of Mike Green (term expires April 2019); and Winnie Jackson to the Nutrition Advisory Council filling the unexpired term of Jenny Spude (term expires April 2019).

Motion carried by unanimous voice vote.

2019-28 County Snowmobile Trail Aid, 2019-20 Snow Season

Motion by Austad, seconded by Halstead to approve Resolution 2019-28 – Approval of the application to the State of Wisconsin Department of Natural Resources and/or any other source for funds under Section 23.09(26), Wisconsin Statutes.

Motion carried by unanimous voice vote.

Ordinances

Report Amendments to Shoreland and Comprehensive Zoning Maps

Motion by Fisher, seconded by Enigl to accept the report.

Land Use Services Director Mariah Goode explained the rezoning request is being sought pursuant to Section III.A of the Shoreland Zoning Ordinance and Section 2.02(2)(h) of the Comprehensive Zoning Ordinance, which state that as Zoning

Administrators encounter discrepancies between mapped wetlands and actual field conditions, the Zoning Administrator along with the Resource Planning Committee shall initiate a map amendment to correct these errors. This is the first batch of wetland rezonings since this process has been incorporated into both ordinances. This is a “clean-up” map amendment process; the project applications in question have already been authorized

Motion carried by unanimous voice vote.

2019-01 Amendments to Shoreland and Comprehensive Zoning Maps

Motion by Fisher, seconded by Koch to approve Ordinance 2019-01.

Motion carried by roll call vote with 19 Members voting Yes; 1 Member voting No – Halstead; 1 Member excused.

Report Amendments to Land Division Ordinance

Motion by Fisher, seconded by Koch to accept the report.

Motion carried by unanimous voice vote.

2019-02 Amendments to Land Division Ordinance

Motion by Fisher, seconded by Enigl to approve Ordinance 2019-02.

Motion carried by roll call vote with 19 Members voting Yes; 1 Member voting No – Halstead; 1 Member excused.

Report Amendments to Comprehensive Zoning Ordinance

Motion by Fisher, seconded by Enigl to accept the report.

Motion carried by unanimous voice vote.

2019-03 Amendments to Comprehensive Zoning Ordinance

Motion by Fisher, seconded by Koch to approve Ordinance 2019-03.

Motion carried by roll call vote with 19 Members voting Yes; 1 Member voting No – Halstead; 1 Member excused.

New Business

Review and Response (if any) - City of Sturgeon Bay's Application for Submerged Land Lease for Relocation of the Grain Elevator - Per Sec. 30.11(5), Wis. Stats.

Chairman Lienau noted this notice is no different than any other the Board receives.

Motion by Lienau, seconded by Fisher to respond that the Board has reviewed the application and has no response. Motion carried by unanimous voice vote.

Oral Committee Reports

- The Highway Committee will be setting a date for Road Inspection; if any Supervisor has a road in their district that needs to be looked at contact a member of the Highway Committee.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – April 16, 2019 – 9:00 a.m.
- April 23, 2019 County Board Retreat – 8 a.m. to 1:00 p.m.

Meeting Per Diem Code

326.

Adjourn

Motion by Fisher, seconded by Enigl to adjourn. Time 1:14 p.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, APRIL 16, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The April 16, 2019 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by Chairman David Lienau at the Door County Government Center. Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 21 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebort, Roy Englebort, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Kathy Schultz, Richard Virlee, Laura Vlies Wotachek, and Linda Wait.

Review, and Revise and/or Reaffirm the Rules of Order and Duties of Committees

Rule #41 – Minutes

CC Thomas explained a Supervisor requested a rule be drafted regarding minutes of meetings. The draft Rule #41 was reviewed.

Motion by Enigl, seconded by Fisher to reaffirm the Rules of Order and approve Rule #41. Motion carried by unanimous voice vote.

Presentation of Agenda

Motion by Halstead, seconded by Lundahl to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance
- Letter received – Sophie Parr
- Letter received – Local 4982, Door County Emergency Services, Brandon Schopf – President
- 2 Emails received – Don Freix
- Letter received – Laure Warwick
- Email received – Jane Jandrin
- Letter received – DaVita-Sturgeon Bay Dialysis
- Email received – Debbie Farah
- Email received – Nick Cihlar
- Email received – Paula Barron
- Email received – Betsy Rossberg
- Letter received – Tom Beersten, CEO Door County YMCA

Public Comment

The following persons commented:

- Robert Sijgers, Forestville
- Kyle Luedtke, Superintendent Sevastopol School District
- Tina Van Meer, Superintendent Gibraltar School District
- Patti Vickman, Superintendent Southern Door School District
- Thomas Syme, Jacksonport

Supervisors Response

None given.

Minutes of March 26, 2019 Regular Meeting

Motion by Virlee, seconded by Bacon to approve the minutes of the March 26, 2019 regular meeting. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Resolutions

2019-29 Recognition of Kenneth C. Wendt

Motion by Austad, seconded by Schultz to approve Resolution 2019-29 – Recognizing Ken for his dedication and service to the people of Door County and the State of Wisconsin.

Motion carried by voice vote. Supervisor Austad read the resolution aloud. Veterans Service Officer Scott McFarlane noted Mr. Wendt will be recognized at the Armed Services Forces Breakfast. Mr. McFarlane will present the resolution to the Wendt family at a later date.

2019-30 Publication of Legal Notices: Newspapers

Motion by Enigl, seconded by Bultman to approve Resolution 2019-30 – A resolution authorizing legal notices to be published in any newspaper that meets the qualifications under §985.03 Wis. Stats.

CC Thomas explained this was brought forward due to a change in law. The County is not required to designate a paper as it's official newspaper. The resolution does not designate a paper and leaves the option open to use any paper that meets the statutory requirements. Discussion regarding consistency.

Motion carried by unanimous voice vote.

2019-31 America's Farmers Grow Communities Donation to the Aging and Disability Resource Center of Door County

Motion by Bacon, seconded by Bultman to approve Resolution 2019-31 – Acceptance of the America's Farmers Grow Communities donation of \$2,500 for the Aging and Disability Resource Center's Home Delivered Meals Program.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-32 School Resource Officer Position(s)

Motion by Fisher, seconded by Gunnlaugsson to approve Resolution 2019-32 – A resolution creating three (3) School Resource Officer positions.

Sheriff Tammy Sternard and DA Colleen Nordin presented information on the SRO's. This has been a collaborative approach with many entities involved.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-33 Amendment to Door County Administrative Manual and/or Employee Handbook

Administrator Pabich explained this has gone before both the Highway Committee and Administrative Committee.

Motion by Gunnlaugsson, seconded by Kohout to approve Resolution 2019-33 – A resolution amending the Door County Administrative Manual, Section 2.5(D), Special Pay/Foreman Premium.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-34 Facilities & Parks - Transfer of Non-Budgeted Funds

Motion by Schultz, seconded by Enigl to approve Resolution 2019-34 – Approval of the transfer of up to \$94,000 from the Unassigned Fund Balance to the Facilities & Parks line items including 56 B 4th Avenue Fuel-Heat, Utilities, Repairs & Maintenance Bldg, Repairs & Maintenance for costs related to the ownership of the property.

Discussion regarding the expenses and costs without a long-term plan in place. F&P Director Wayne Spritka reviewed the work required totaling approximately \$94,000. Major projects including windows and roof will come through the CIP process.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No – Wait.

2019-35 2018 Carry Forwards from General Fund Accounts

Motion by Schultz, seconded by Enigl to approve Resolution 2019-35 – Approval of the request made to transfer \$558,869.55 from the 2018 non-lapsing account to the respective 2019 non-lapsing accounts to be expended in 2019 budget year.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-36 Appointments to Committees, Commissions and Boards

Motion by Virlee, seconded by Fisher to approve Resolution 2019-36 – Confirmation of appoints to boards, commissions, and committees.

Motion carried by unanimous voice vote.

Ordinances

Report Smyth Rezoning

Motion by Fisher, seconded by Koch to approve the report.

The petition asks to rezone a 1.4-acre parcel from High Density Residential to Single Family Residential. This is down-zoning going from multiple buildings to only a single-family dwelling.

Motion carried by voice vote with Supervisor Bultman voting No.

2019-04 Smyth Rezoning

Motion by Fisher, seconded by Koch to approve Ordinance 2019-04.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No – Bultman.

Special Reports

Presentation on Door County Transportation Program – Joe Krebsbach, Ken Pabich

Administrator Pabich reviewed project costs of the 3 options presented at last month's meeting. Multiple meetings were held since the last meeting. Pabich noted through discussion at the meetings it was found that tweaks could be made, fees can be reviewed, and efficiencies can be found; these were all good ideas but nothing viable that would change the 3 options presented. Many emails, letters, and phone calls have been received. Administrator Pabich and Human Services Director Krebsbach will be presenting at the City of Sturgeon Bay Council Meeting this evening to determine if the City has anything to contribute. If service is changed a public hearing would be required. Discussion followed regarding funding, contract length, potential creation of a manager position, going to referendum, and using a voucher program.

Cana Island Project Update

F&P Director Wayne Spritka reviewed the memo included in the meeting packet. Spritka noted the initial construction budget was established at \$450,000. The first initial bid came in at \$687,000. The Facilities & Parks Committee directed staff, the construction manager, and architect to accept bids consistent with market standards and to re-bid other bid packages. The re-bid is an attempt to reduce the project by \$170,000. Review of funding for the project.

2019 Department Annual Reports

Reviewed.

New Business

No new business was presented.

Oral Committee Reports

No oral committee reports were presented.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting - May 28, 2019 – 9:00 a.m.
- DCEDC Annual Luncheon – Wednesday, April 24, 2019 – Stone Harbor Resort
- WCA Annual Conference - September 22-24, 2019 - Wisconsin Dells, WI
- County Board Retreat – April 23, 2019 – 8:30 a.m. to 2:00 p.m

Per Diem Code

416.

Adjourn

Motion by Fisher, seconded by Enigl to adjourn. Time 10:54 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, MAY 28, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The May 28, 2019 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by Chairman David Lienau at the Door County Government Center. Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 21 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Kathy Schultz, Richard Virlee, Laura Vlies Wotachek, and Linda Wait.

Presentation of Agenda

Motion by Halstead, seconded by Enigl to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance
- Letter from the City of Sturgeon Bay re: Door 2 Door Transportation Program
- Letter from We Are Hope, Inc re: Door 2 Door Transportation Program
- Email from Pam Busch re: Door 2 Door Rides
- Letter from Donna L. Johnson re: Support for the Door 2 Door Rides Transportation Program
- Letter from the League of Women Voters Door County re: Public Transportation – Funding for Door 2 Door
 - Email from Gina Guth re: Door 2 Door
 - Petition from Thomas Syme
 - Email from Betsy Rossberg
 - Email from Jane Wise
 - Call from Michael Paschke received by Supervisor Fisher
 - All Supervisors have received several calls from constituents

Public Comment

The following persons commented:

- Don Freix, 8305 Quarter Line Rd, Fish Creek
- Christine Reid, Friends of the Forestville Dam
- Jim Schuessler, 500 N 9th Court, Sturgeon Bay, Door County Economic Development
 - Shelly Denil, 1714 Memorial Drive
 - Thomas Syme, 6596 Hidden Drive, Egg Harbor
 - Misty Powers, Sturgeon Bay
 - Robyn Anderson, 2710 Buffalo Ridge Road, Sturgeon Bay
 - Everett Lang, 1199 County Road DK, Brussels

Supervisors Response

None given.

Approval of Minutes of April 16, 2019 Regular Meeting

Motion by Fisher, seconded by Bultman to approve the minutes of the April 16, 2019 regular meeting. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending or new business/updates were presented.

Resolutions

2019-37 Cana Island Project-Phase III Funding, Contract Awards, Construction Authorization

Motion by Schultz, seconded by Kohout to approve Resolution 2019-37 – Approval of a transfer up to \$100,000 from the Cana Island Preservation Reserve Fund to the Cana Island Restoration Fund for Phase III of the project.

Facilities & Parks Director Wayne Spritka explained a portion of the project was re-bid. The re-bid lowered the costs by approximately \$94,000. The entire cost of the project is approximately \$690,000. Spritka reviewed costs to date and anticipated future costs. Administrator Pabich explained the resolution is to allocate an additional \$100,000 from the Cana Island Reserve Fund. By advancing the additional funds the payback will be pushed back approximately 1 year. This is not tax levy dollars.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-38 Transfer of Non-Budgeted Funds from Boat Launch Reserve

Motion by Schultz, seconded by Kohout to approve Resolution 2019-38 – Approval of the transfer of up to \$32,000 from the Boat Launch Reserve to the Boat Launch Expense for the acquisition, installation, operation and maintenance of automated fee machines to collect boat launch fees at select Door County Parks.

The transfer is to install automated fee machines at three boat launches (Carmody Park, Chadoirs Dock, and George Pinney Park). This is not tax levy; funds are coming from the Boat Launch Reserve Fund. F&P Director Spritka explained this is an automated pay machine that will accept credit cards or cash. The boater can purchase either a day pass or an annual sticker. There is an annual software cost. The County will partner with the City of Sturgeon Bay for installation. Anticipated costs may decrease because of the partnering.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-39 Disposition of Improvements to Land (P.I.N. 281-10-85262502)

Motion by Austad, seconded by Fisher to approve Resolution 2019-39 – A resolution determining the subject property is surplus and authorization to dispose of the property.

Supervisor Austad explained this is the building east of the Museum currently housing the Archives. The intent of the County is to move the Archives to the former Younkens Building. The Facilities & Parks Committee has recommended removing the building currently housing the Archives. An RFQ would be advertised to see if there is any interest in moving the building. If no interest in moving, the County would then send out an RFQ for estimated costs for demolition. The F&P Committee recommends retaining the land for future use.

Motion carried by roll call vote with 19 Members voting Yes; 2 Members voting No – Bultman, and Vlies Wotachek.

2019-40 Appointments to Committees, Commissions & Boards – Zoning Board of Adjustment

Administrator Pabich reviewed the appointments.

Motion by Fisher, seconded by Enigl to approve Resolution 2019-40 – Confirmation of the appointments to the Board of Adjustment – Aric Weber (term expires June 2022), Chris Anderson (term expires June 2022), and Arps Horvath (term expires June 2020).

Motion carried by unanimous voice vote.

Ordinances

2019-05 Amendment of §340.002 Door County Code

Motion by Neinas, seconded by Gunnlaugsson to approve Ordinance 2019-05 – The ordinance ordains to create a thirty-five mile per hour speed zone on County Trunk Highway “P” starting at the intersection of North Country View Road thence easterly to State Highway 57.

Supervisor Neinas explained the Highway Committee has reviewed and recommends approval. The Town of Sevastopol has reviewed and approved the lower speed limit.

Motion carried by roll call vote with all 21 Members voting Yes.

Special Reports

Door County Transportation Program

Administrator Pabich and Health & Human Services Director Joe Krebsbach presented a PowerPoint. Administrator Pabich stressed that he and Joe fully understand the value of the program however, funding is an issue. Pabich must look at mandated/statutory services that require funding when determining where funds should be applied. If the Board decides to continue the service the County would advertise for bids for a three-year contract with a two-year renewal clause.

Service Level Recommendation

Staff recommended options are to keep current service or eliminate service. The ADRC Bus would be retained either way.

Funding Recommendation

If current service is continued Staff recommends placing \$600,000 from the Undesignated Reserve into a Transportation Fund. During this period the County would need to define alternative funding options. The County would continue to pursue other funding options.

Program Oversight Recommendations

If current service is continued Staff recommends the Transportation Program be pulled out of Health & Human Services oversight. An oversight committee would be defined for the new 2020 Board. The Administrative Committee would oversee the program until such committee is defined.

Program Staff Recommendation

If current service is continued Staff recommends the County bring on a Part-time Transportation Manager, housed at the ADRC, who would report directly to the County Administrator. The County would apply to the Community Foundation to fund the position for 2019.

Discussion on potential next steps including funding, transferring the service, continuation of operations, tier fee schedule system, a voucher or card system,

hiring a part-time or full-time Transportation Manager, and continued planning for a sustainable solution.

Motion by Lienau, seconded by Norton to recommend retaining the service at the current level, transferring the \$600,000 to a Transportation Fund, hiring a Transportation Manager, and removing the oversight of the program from Human Services.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No – Enigl.

New Business

Amendment of Rules of Order #27

Public Addressing the Board

CC Thomas reviewed the information included in the meeting packet. The language of the rule was cleaned up and a boiler plate statement was prepared that could be read prior to public comment. The intent is to amend and clean up the rule and provide the boiler plate. Discussion regarding proposed language. There is not a requirement to have a public comment period; this rule states the committee, commission, board “may” have a period of public comment.

Motion by Schultz, seconded by Enigl to approve the amend of Rules of Order #27. Motion carried by unanimous voice vote.

Oral Committee Reports

No oral committee reports were presented.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – June 25, 2019 – 9:00 a.m.

Meeting Per Diem Code

528.

Adjourn

Motion by Fisher, seconded by Vlies Wotachek to adjourn. Time 10:38 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, JUNE 25, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The June 25, 2019 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by Chairman David Lienau at the Door County Government Center. Lienau led the Pledge of Allegiance.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 18 County Board Members were present – Daniel Austad, Helen Bacon, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nancy Robillard, Kathy Schultz, Richard Virlee, and Laura Vlies Wotachek. Bob Bultman, Nissa Norton and Linda Wait were excused.

Presentation of Agenda

Motion by Halstead, seconded by Lundahl, to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance
- Resolution – Town of Brussels re: EMS Services
- Resolution – Town of Sturgeon Bay re: EMS Services
- Resolution – Town of Sevastopol re: EMS Services
- Supervisor Fisher – Received a call from a constituent regarding a 911 call they had made.
- Administrator Pabich – Received calls as to why transportation was not on this month's agenda. The program is moving forward for this year. Working on setting up an oversight committee.

Public Comment

The following persons commented:

- None

Supervisors Response

None given.

Approval of Minutes of May 28, 2019 Regular Meeting

Motion by Virlee, seconded by Bacon to approve the minutes of the May 28, 2019 regular meeting.

Motion carried by unanimous voice vote.

Pending Business/Updates

No pending or new business/updates were presented.

Resolutions

2019-41 Urging the Legislature to Revise the Statutes for Court Fees and Costs in Probate & Juvenile Cases

Motion by Robillard, seconded by Schultz to approve Resolution 2019-41 – Urging the Legislature to Revise the Statutes for Court Fees and Costs in Probate & Juvenile Cases

Register in Probate, Jennifer Moeller, explained there is an issue with different fees between the offices of Register in Probate and the Clerk of Courts for the same items. Miscellaneous statutes has Probate with some items that don't have a fee, but has a fee if done through the Clerk of Courts. Adding fees to some of these items will help to cover court costs.

Motion carried by unanimous voice vote.

2019-42 School Resource Officer - Donations, Gifts or Grants

Motion by Gunnlaugsson, seconded by Koch, to approve Resolution 2019-42 – School Resource Officer - Donations, Gifts or Grants

Sherriff Sternard discussed that they are working with the Door County Crime Foundation to collect and raise funds to help with start-up costs of the SRO program, in which she provided them a list of the total costs.

Motion carried by roll call vote with 18 Members voting Yes, 3 Members excused.

2019-43 Duly Certified Proceedings of County Board in Electronic Format and Posted on County's Website Versus Publication in Pamphlet Form

Motion by Lienau, seconded by Fisher to approve Resolution 2019-43 – A resolution to go to Electronic Format for the Proceedings of the County Board versus a Pamphlet form.

CC Thomas explained to the Board the benefit of moving to an electronic version of the County Board Proceedings Book. He explained that this is the way the trend is going and that it will save on cost and time of printing the books in hard form. This would also be able to be posted on our website and be available to more people.

Motion carried by unanimous voice vote.

2019-44 Committee Appointment – CCS/CST Coordinating Committee

Motion by Fisher, seconded by Vlies-Wotachek to approve Resolution 2019-44 – Committee Appointment – CCS/CST Coordinating Committee

Motion carried by unanimous voice vote.

Ordinances

2019-06 Amendment of §340.002 Door County Code

Motion by Neinas, seconded by R. Englebert, to approve Ordinance 2019-06 – Amendment of §340.002 Door County Code to lower the speed limit to 45 just west of Pit Road and just north of Belgian Drive.

Neinas stated that the Town of Union Board brought it forward to the Highway Committee to lower the speed limit in this area (Namur Curve area). There is more traffic through there due to the visitors to the Belgian Heritage Center and several events that are held there, and also a few bus stops through that area during the school year.

Motion carried by roll call vote with all 18 Members voting Yes, 3 excused.

Special Reports

Compensation for County Board Members (§59.10. Wis. Stats.)

Pabich went through and explained the proposal of going to a salary versus staying on a per diem pay. Several members of the board gave their input. This will now go back to the Administrative Committee for further discussion to determine if they want to bring it back to the County Board to move to Salary.

New Business

No new business was presented.

Oral Committee Reports

No oral committee reports were presented.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – July 23, 2019 – 9:00 a.m.

Meeting Per Diem Code

625.

Adjourn

Motion by Fisher, seconded by Vlies-Wotachek, to adjourn. Time 9:49 a.m.
Motion carried by voice vote.

Respectfully submitted by Barbara Pavlik, Chief Deputy, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, JULY 23, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The July 23, 2019 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by Chairman David Lienau at the Door County Government Center. Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 20 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait. Kathy Schultz was excused.

Presentation of Agenda

Motion by Halstead, seconded by Enigl to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance
- Resolution – Village of Sister Bay re: EMS Services
- Resolution – Town of Gardner re: EMS Services

Public Comment

The following persons commented:

- Paul Zahn, Forestville
- Lora Jorgensen, Village of Forestville
- Christine Reid, Forestville
- Jerri Witt, Forestville

Supervisors Response

Supervisor Fisher responded to the public comments.

Approval of Minutes of June 25, 2019 Regular Meeting

Motion by Fisher, seconded by Norton to approve the minutes of the June 25, 2019 regular meeting. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

New Business

2019 J1 Visa Students (Jingdezhen and Others)

CC Thomas introduced the J-1 Visa students in the 12 students working in the county this year. Each student in attendance gave a brief background of their education, where they live and where they are working in the county.

Resolutions

Motion by Fisher, seconded by Virlee to approve Resolutions 2019-45, 2019-46, and 2019-47.

2019-45 Approval of United States Forest Service Cooperative Weed Management Area Grant for Invasive Species Education and Control

Acceptance of the Great Lakes Restoration Initiative Cooperative Weed Management Area grant of \$40,000.

2019-46 Approval of Donation for Prohibited Invasive Species Management

Acceptance of the Wisconsin Department of Natural Resources Prohibited and Early Detection Invasive Plant funding in the amount of \$4,200.

2019-47 Approval of Gift, Grant and/or Donation – Water Quality Notice of Discharge – SWCD

Approval of the acceptance of the water quality Notice of Discharge Grant totaling \$182,255.

Motion to approve Resolutions 2019-45, 46, and 47 carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-48 Capital Improvements Plan – 2020-2024

Motion by D. Englebert, seconded by Vlies Wotachek to approve Resolution 2019-48 – Approval of the 2020-2024 Capital Improvements Plan.

Administrator Pabich reviewed information included in the meeting packet; planned expenditures for 2020. This is a planning document to use to build the budget. Supervisor Enigl requested wording clarification on the CIP request for the Sheriff's Department referencing that the Public Safety Committee made the recommendation in regards to the 2020 CIP request for the cold storage building, not the Finance Committee. This will be addressed as a Scribner's error and corrected. Discussion on storage projects and the possibility to combine/share space between departments. Discussion on the estimated costs of the cold storage project for the Sheriff's Department. Discussion regarding the snow equipment building at the Airport. Review of Highway CIP requests and how roads qualify for Federal funds.

Motion carried by roll call vote with 19 Members voting Yes; 1 Member voting No – Wait; 1 Member excused.

2019-49 Approval of Agreement for 5 Year Nsight Contract

Motion by Enigl, seconded by R. Englebert to approve Resolution 2019-49 – Approval of the 5-year phone contract with Nsight.

TS Director Jason Rouer explained the contract with Nsight is expected to reduce costs and increase customer service.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-50 Public Health Resolution Requesting the Wisconsin Legislature End the use of Personal Conviction Waivers for School and Day Care Center Immunizations

Motion by Lundahl, seconded by Norton to approve Resolution 2019-50 – A request that the Wisconsin Legislature end the use of personal conviction waivers for school and day care center immunizations.

H&HS Director Joe Krebsbach explained Senate Bill 262 is looking to change verbiage in the law related to immunizations by eliminating the personal conviction exemption for immunizations. This bill would eliminate the ability to waive immunization requirements for children in school or childcare for personal reasons. The Board of Health has reviewed and supports sending the resolution.

CC Thomas requested a friendly amendment to the language of the resolution to include distribution to Door County Legislators rather than all Legislators. Supervisors Lundahl, as the motion maker, and Norton, as the second, agreed to amend the language as outlined by CC Thomas.

Motion carried by voice vote with Supervisors Enigl, and Bultman voting No.

2019-51 Supervisor Compensation and Reimbursement

Administrator Pabich summarized the changes following last month's discussion - the compensation was increased to \$7,500; the penalty for missed meetings was removed; the pay for the Vice Chair was removed; and there was clarification regarding pay for public members of committees remaining status quo.

A lengthy discussion was held regarding moving to a salary. Supervisor Wait asked that the Administrative Committee reexamine comparable rates, using the survey included in last month's meeting packet, and look at accountability standards for conference attendance. Discussion regarding a limit on attending WCA programs/conferences/trainings/seminars.

Motion by Austad, seconded by Koch to approve Resolution 2019-51 – A resolution fixing the compensation and reimbursement of Board Members to be next elected and take office April 21, 2020.

It was suggested the additional pay for the chair of a committee be eliminated. There will be no adjustment to pay for a chair of a committee if the vice chair is required to chair the committee. Request to eliminate the word "per day" for the round-trip ferry ticket reimbursement for a Washington Island Supervisor. Discussion regarding mileage reimbursement from a place of business rather than from the home.

Motion by Enigl, seconded by Fisher to amend subsection C of the attachment to replace the word "one" with "a" before roundtrip and remove the words "per day".

Motion carried by unanimous voice vote.

Motion by Enigl, seconded by D. Englebert to amend subsection 1A to \$6,500.

Motion carried by a roll call vote with 11 Members voting Yes – Chomeau, D. Englebert, R. Englebert, Enigl, Gunnlaugsson, Kohout, Lundahl, Neinas, Norton, Robillard, and Wait; 9 Members voting No – Austad, Bacon, Bultman, Fisher, Halstead, Koch, Lienau, Virlee, and Vlies Wotachek; 1 Member excused.

Motion, as amended, failed by roll call vote with 12 Members voting Yes – Austad, Bultman, Chomeau, Gunnlaugsson, Halstead, Kohout, Lienau, Lundahl, Neinas, Norton, Robillard, and Vlies Wotachek; 8 Members voting No – Bacon, D. Englebert, R. Englebert, Enigl, Fisher, Koch, Virlee, and Wait; 1 Member excused.

The Board recessed at 11:00 a.m. and reconvened at 11:09 a.m.

Discussion regarding bringing forward a new compensation package for Supervisors at next month's meeting.

Ordinances

2019-07 Amendment of Chapter 11.05 Door County Code: All Terrain Vehicles & Utility Terrain Vehicles Routes

Motion by Neinas, seconded by Fisher to approve Ordinance 2019-07 – An amendment to Chapter 11.05 Door County Code to designate CTH E from Red Cherry Road westerly to Baileys Harbor Town Line and CTH EE from Red Cherry Road to North Maple Road.

Supervisor Neinas noted there was an error on the ordinance, line 36.

Motion by Neinas, seconded by Fisher to amend line 36, Item 9 to County E. Motion carried by unanimous voice vote.

Supervisor Neinas explained the Highway Committee had a lengthy discussion on the request by the Town of Baileys Harbor to add the route. The committee vote was 3 to 2 to approve the request. Safety concerns were expressed regarding the amount of traffic on this particular section of County roadway.

Motion failed by roll call vote with 7 Members voting Yes – Austad, Bultman, Gunnlaugsson, Neinas, Virlee, Vlies Wotachek, and Wait; 13 Members voting No – Bacon, Chomeau, D. Englebert, R. Englebert, Enigl, Fisher, Halstead, Koch, Kohout, Lienau, Lundahl, Norton, and Robillard; 1 Member excused.

Special Reports

No special reports were presented.

Oral Committee Reports

- Supervisor D. Englebert noted the Finance Committee agreed to transfer five lots to the City of Sturgeon Bay to be used for affordable housing.
- Supervisor Bacon noted that Public Health and Human Services are in the process of merging. The Humans Services Board and the Board of Public Health are looking at what to do with the separate boards – merge or remain separate.
- Supervisor Kohout noted the County has received 2 responses to the RFQ for Emergency Services and asked that the responses be shared with the entire Board.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – August 27, 2019 – 9:00 a.m.
- The Administrator’s Evaluation has been emailed to Supervisors. Printed copies can be obtained from Chairman Lienau.
- There will be a joint Administrative/Finance Committee Meeting on August 20th at 9:00 a.m. The regular monthly meeting of the Administrative Committee will follow the joint meeting.

Meeting Per Diem Code

723.

Adjourn

Motion by Fisher, seconded by Enigl to adjourn. Time 11:38 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

REGULAR MEETING DOOR COUNTY BOARD OF SUPERVISORS TUESDAY, AUGUST 27, 2019 DOOR COUNTY BOARD ROOM

Call Meeting to Order

The August 27, 2019 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 20 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait. District 13 is vacant.

Presentation of Agenda

Motion by Halstead, seconded by Koch to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance
- Resolution – Town of Nasewaupée re: EMS Services
- Letter – US Senator Tammy Baldwin
- Petition re: Emergency Services

Public Comment

The following persons commented:

- Linda Merline, 3588 Peninsula Players Road, Fish Creek
- Don Freix, 8305 Quarterline Road, Fish Creek

Supervisors Response

None given.

Approval of Minutes of July 23, 2019 Regular Meeting

Motion by Virlee, seconded by Lundahl to approve the minutes of the July 23, 2019 regular meeting. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Resolutions

2019-52 In Memoriam – Keith Bridenhagen

Motion by Lienau, seconded by Fisher to approve Resolution 2019-52 - Recognition in honor of the achievements Keith attained during his tenure as a County Board Supervisor.

Chairman Lienau read the resolution aloud.

Motion carried by unanimous voice vote.

2019-53 Recognizing Supervisor Kathy Schultz in Service to the County Board

Motion by Lienau, seconded by Robillard to approve Resolution 2019-53 - Expression of thanks and appreciation for Kathy's service to the people of Door County and best wishes for the future.

Chairman Lienau read the resolution aloud.

Motion carried by unanimous voice vote.

2019-54 Appoint Door County Veterans Service Officer

Motion by Virlee, seconded by Koch to approve Resolution 2019-54 - Confirmation of the appointment of Beth Wartella to the position of Door County Veteran Services Officer, with a start date of September 16, 2019.

Beth introduced herself and gave a brief background.

Motion carried by unanimous voice vote.

2019-55 Approval of Gift, Grant and/or Donation to the School Resource Officer Unit

Motion by Gunnlaugsson, seconded by Koch to approve Resolution 2019-55 - Approval of the acceptance of the grant and donations of cash and goods valued at \$6,500 for the School Resource Officer Unit.

Motion carried by roll call vote with all 20 Members voting Yes; 1 District vacant.

2019-56 Transfer of Non-Budgeted Funds for Cost Of Abatement or Removal of a Human Health Hazard

Motion by D. Englebert, seconded by Kohout to approve Resolution 2019-56 - Approval of a transfer up to \$40,000 from the Door County Contingency Expense Account to the Human Services Department Wrap-Around-Adult Expense Account to cover the cost of abatement or removal of the human health hazard in County of Door v. Gray, Case No. 2019-CV-103.

CC Thomas explained the Corporation Counsel Office initiated action in July following a determination by the County Sanitarian and Public Health Nurse. This same process and property were addressed in 2002 as well. Discussion and explanation of the process of declaring a human health hazard. Discussion and explanation of how the costs were determined.

Motion carried by roll call vote with 19 Members voting Yes; 1 Member voting No - Wait; 1 District vacant.

2019-57 Approval of 2019-2021 Collective Bargaining Agreement - Door County Emergency Services IAFF Local 4982

Motion by D. Englebert, seconded by Lundahl to approve Resolution 2019-57 – Approval and authorization to execute and implement the January 1, 2019 – December 31, 2021, Collective Bargaining Agreement between Door County and the Door County Emergency Services IAFF Local 4982.

CC Thomas reviewed the agreement included in the meeting packet. There may be some tweaking to the agreement but the substance of the agreement is expected to remain as presented today.

Motion carried by a roll call vote with 19 Members voting Yes; 1 Member voting No – Fisher; 1 District vacant.

2019-58 Supervisor Compensation and Reimbursement

Motion Robillard, seconded by Kohout to approve Resolution 2019-58 – A resolution fixing the compensation and reimbursement of Board Members to be next elected (i.e., Supervisors who take office on April 21, 2020).

Administrator Pabich reviewed the proposal. The resolution proposes an annual cap of \$1,500 per supervisor for expenses (meals, lodging, registration) related to attending training, conferences and seminars.

Motion by Fisher, seconded by Wait to change the annual cap to \$1,200 per supervisor.

Motion to amend carried by roll call vote with 12 Members voting Yes – Austad, Chomeau, D. Englebert, Enigl, Fisher, Gunnlaugsson, Kohout, Neinas, Norton, Robillard, Vlies Wotachek, and Wait; 8 Members voting No – Bacon, Bultman, R. Englebert, Halstead, Koch, Lienau, Lundahl, and Virlee; 1 District vacant.

Discussion followed. Concerns were raised without a history of expenses being presented. Discussion on what the procedure would be to request additional funds through County Board.

Motion as amended carried by roll call vote with 17 Members voting Yes – Austad, Bacon, Chomeau, D. Englebert, R. Englebert, Enigl, Fisher, Gunnlaugsson, Koch, Kohout, Lienau, Neinas, Norton, Robillard, Virlee, Vlies Wotachek, and Wait; 3 Members voting No – Bultman, Halstead, and Lundahl; 1 District vacant.

Ordinances

Report Comprehensive Zoning Ordinance Text Amendment

Motion by Fisher, seconded by Enigl to accept the report.

Supervisor Fisher explained the amendments refer specifically to campgrounds and camping on private property. Land Use Services Director Goode further explained the regulations were fairly outdated and language hadn't been looked at for over a decade. Goode reviewed specific major changes. The amendments reorganize and clarify existing regulations regarding campgrounds, delete outdated regulations or matters governed by the state, better match new state regulations, and allow electricity and plumbing in camping cabins. One minor amendment regarding the amount of time camping can occur on private property is also proposed.

Motion carried by unanimous voice vote.

2019-08 Comprehensive Zoning Ordinance Text Amendment

Motion by Fisher, seconded by Koch to approve Ordinance 2019-08.

Motion as amended carried by roll call vote with 17 Members voting Yes – Austad, Bacon, Chomeau, D. Englebert, R. Englebert, Enigl, Fisher, Gunnlaugsson, Koch, Kohout, Lienau, Lundahl, Neinas, Norton, Robillard, Virlee, and Wait; 3 Members voting No – Bultman, Halstead, and Vlies Wotachek; 1 District vacant.

Special Reports

No special reports were presented.

New Business

No new business was presented.

Oral Committee Reports

- Supervisor Vlies Wotachek reported on the dissolving of the Revolving Loan Committee
-

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – September 26, 2019 – 9:00 a.m.
- WCA Annual Conference – September 22-24, 2019 – Wisconsin Dells
- A joint Administrative/Finance Committee Meeting has been scheduled for September 3, 2019 – 1:00 p.m.
- District 13 has an open seat and letters of interest will be accepted through the 29th

Meeting Per Diem Code

827.

Adjourn

Motion by Fisher, seconded by Bacon to adjourn. Time 11:11 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, SEPTEMBER 26, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The September 26, 2019 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 19 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait. District 13 is vacant. Susan Kohout was excused.

Presentation of Agenda

Motion by Halstead, seconded by Enigl to approve the agenda. Motion carried by unanimous voice vote.

Resolution 2019-59 – Appointment to Fill Vacancy in Supervisory District 13

Motion by Fisher, seconded by Norton to approve Resolution 2019-59 – Approval of Alexis Heim Peter as County Board Supervisor for District 13 for the term ending April 20, 2020.

Motion carried by unanimous voice vote.

Administration of Oath of Office by County Clerk Jill Lau

The Oath of Office was given to Alexis Heim Peter by County Clerk Jill Lau. Following the administration of the Oath, Heim Peter was seated and noted as being in attendance at the meeting.

Correspondence

- Unassigned Fund Balance

Public Comment

The following persons commented:

- Don Freix, 8305 Quarter Line Road, Fish Creek

Supervisors Response

None given.

Approval of Minutes of August 27, 2019 Regular Meeting

Motion by Virlee, seconded by D. Englebert to approve the minutes of the August 27, 2019 regular meeting.

Motion by Vlies Wotachek, seconded by Lundahl to amend the minutes under resolution 2019-58 Supervisor Compensation and Reimbursement, fifth paragraph, second sentence, to read “Concerns were raised without a history of expenses being presented” and strike other language. Motion carried by voice vote.

Motion to approve the minutes as amended carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Resolutions

2019-60 Approval of Wisconsin Coastal Management Program Grant for the Dunes Lake Restoration Phase II

Motion by Heim Peter, seconded by Vlies Wotachek to approve Resolution 2019-60 – Authorization for the Soil & Water Conservation Department to accept the 2019-2020 Wisconsin Coastal Management Grant in the amount of \$100,000 to support the restoration of Dunes Lake.

Soil & Water Conservationist Erin Hanson explained the grant will be used for the Dunes Lake Project. This is a significant grant amount which moves the county closer to having full funding of the project.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-61 Approval of National Fish and Wildlife Foundation Sustain Our Great Lakes Grant for Invasive Species Control

Motion by Neinas, seconded by Halstead to approve Resolution 2019-61 – Acceptance of the NFWF SOGL (National Fish & Wildlife Foundation Sustain Our Great Lakes) Grant in the amount of \$139,010.60 to be used to hire a crew lead and two field technicians that would conduct treatments on Phragmites australis, Japanese Knotweed, hybrid cattail, and other priority invasive species. Funding will also be used for SWCD staff to oversee the crew and project.

Soil & Water Conservationist Erin Hanson explained the grant will be used for invasive species control primarily in areas that have been treated before as a follow-up to maintain the same levels of control.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-62 Non-Commercial Hangar Site Lease Agreement, #22 Jim Nelson, #25 Mike Mahlik

Motion by Neinas, seconded by Fisher to approve Resolution 2019-62 – Approval to the Highway & Airport Committee to enter into a 10-year non-commercial hangar site lease agreement, with a 10-year renewal clause, for the parcel(s) of land on which Buildings No. 22 & 25 have been constructed.

Discussion regarding lease fees.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-63 Intergovernmental Agreement- Affordable & Attainable Housing

Motion by Austad, seconded by Gunnaugsson to approve Resolution 2019-63 – Approval of the Intergovernmental Agreement with the City of Sturgeon Bay to strive to meet the need for affordable and attainable housing.

CC Thomas explained the agreement conveys five parcels to the City of Sturgeon Bay without cost to be used for affordable and attainable housing which will be assured through the conveyance of title. Land Use Services Director Mariah Goode explained the anticipated possibilities and partnerships.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-64 Approval of Gift, Grant and/or Donation to the Health and Human Services Department

Motion by Bacon, seconded by Vlies Wotachek to approve Resolution 2019-64 – Approval and acceptance of the grant valued at \$150,000 from the State of Wisconsin, Department of Children and Families, for the purposes of benefit to the consumers of agency services in the Juvenile Justice Division of the Door County Department of Health and Human Services.

Human Services Director Joe Krebsbach explained the newly developed a Youth Connection Center. The program was developed this year and is currently running three days per week. The objective is to use less days of detention for youth. This grant allows the program to expand hours for the program. A LTE position would be brought in through the end of December 2020. Review of current and anticipated expenses. Discussion of the benefits of the program and program

costs including leasing space for the program. Donations could potentially be accepted to benefit this program. Review of impacts to other departments if the program is expanded.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

2019-65 Committee Appointments

Motion by Fisher, seconded by Lundahl to approve Resolution 2019-65 – Confirmation of the appointments of Alexis Heim Peter to the Finance Committee, Legislative Committee, Negotiating Committee, and Technology Services Committee to fill the County Board Supervisor position vacancy, term expires April 2020; David Englebert to Committee Chair of the Finance Committee, term expires April 2020; Laura Vlies Wotachek to the Public Safety Committee to fill the County Board Supervisor position vacancy, term expires April 2020; and James F. Heise, MD to the Human Services Board, filling vacancy, term expires December 2019.

Chairman Lienau reviewed the committee appointments.

Motion carried by unanimous voice vote.

The Board recessed at 10:02 a.m. and reconvened at 10:11 a.m.

Special Reports

Door County Economic Development Corporation Presentation

Jim Schuessler – Executive Director, Janet Proctor – Administrative Assistant, Kelsey Fox – Workforce Development Specialist, and Tom Strong – Operations Manager presented a PowerPoint overview of DCEDC’s mission, vision, and the services DCEDC provides.

Ordinances

Report Tigges Denial Recommendation

Motion by Fisher, seconded by Enigl to approve the denial recommendation report.

CC Thomas reviewed the statutory options of the vote. The request petitioned to amend the detailed zoning map of the Town of Sevastopol to rezone a 2.63-acre parcel from Recreational Commercial and Estate to Mixed Use Commercial. The rezoning request was being sought to establish a retail use on the property consisting of a pool and spa retail business to include a showroom within the existing building on the subject property. The building was a former restaurant/tavern but has not been used for about 2 years. The RPC recommended denial of the zoning amendment petition for the following reasons: 1. The members of the town plan commission and town board unanimously voted against the proposed zoning map amendment; 2. The use proposed would change the character of the neighborhood in that it wouldn’t be a “neighborhood” business; 3. No detailed building or site plans for the proposed new use were provided; and 4. Rezoning the property would allow the possibility of any use allowed in the new zoning district to occur on the property in question. May of those would be allowed with regular zoning permits.

Motion carried by unanimous voice vote.

Report Amendment to the Zoning Map of Clay Banks – Renard Rezoning

Motion by Fisher, seconded by Koch to approve the report.

Land Use Director Goode explained the purpose of this rezoning petition is to take two small pieces of the 38 acre parcel and rezone to Heartland-3.5 and to Commercial Center to make the existing long term uses conforming.

Motion carried by unanimous voice vote.

2019-09 Amendment to the Zoning Map of Clay Banks – Renard Rezoning

Motion by Fisher, seconded by Chomeau to approve Ordinance 2019-09.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

Report Amendment to the Zoning Map of Sevastopol – Laubenstein Rezoning

Motion by Fisher, seconded by Koch to approve the report.

Land Use Director Goode explained the petition is to rezone a 0.652-acre parcel from Countryside to Commercial Center. The request is being sought to establish a professional office on the property. Goode noted at least one driveway will be eliminated.

Motion carried by unanimous voice vote.

2019-10 Amendment to the Zoning Map of Sevastopol – Laubenstein Rezoning

Motion by Fisher, seconded by Koch to approve Ordinance 2019-10.

Supervisor Wait noted the Town of Sevastopol Plan Commission and Board unanimously supports the rezoning request.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

Report Amendment to the Zoning Map of Liberty Grove – Jungwirth Rezoning

Motion by Fisher, seconded by Enigl to approve the report.

Land Use Director Goode explained the property has been used in a singular manner for quite some time. When the current owners purchased the parcel and moved their home business there they did not realize the property wasn't zoned for the business. The current owners wish to expand their business and are petitioning for the rezoning. The Town of Liberty Grove is in favor.

Motion carried by unanimous voice vote.

2019-11 Amendment to the Zoning Map of Liberty Grove – Jungwirth Rezoning

Motion by Fisher, seconded by Koch to approve Ordinance 2019-11.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member excused.

New Business

No new business was presented.

Oral Committee Reports

- Supervisor Bacon reported the Human Services Board and Public Health Board met jointly this month and will continue meeting jointly through April 2020.
- Supervisor Bacon excitedly announced the Human Services Board received requests from both Dr. Jim Heise and Christa Krause, Head of Nursing at DC Medical Center, to serve on the Human Services Board.
- Administrator Pabich noted of the sessions he attended at this week's Wisconsin Counties Association Conference several programs and agenda items presented Door County has already implemented or accomplished those items presented and some for several years. We should reflect on our accomplishments both by our Board and Departments.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – October 29, 2019 – 9:00 a.m.
- County Board Flu Shots will be held prior to the October meeting
- County Board Members are invited to the Annual Employee Appreciation Lunches which will be held at the Justice Center on October 10th and the Government Center on October 11th. The theme this year is Fiesta!

Meeting Per Diem Code

926.

Adjourn

Motion by Fisher, seconded by Norton to adjourn. Time 11:10 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**SPECIAL MEETING
DOOR COUNTY BOARD OF SUPERVISORS
FRIDAY, OCTOBER 25, 2019
WASHINGTON ISLAND**

Assemble at the Northport Pier (215 STH 42, Ellison Bay, WI) @ 8:45 a.m.

Call Meeting to Order

The October 25, 2019 Door County Board of Supervisors meeting was called to order at 9:04 a.m. by Vice Chairman Ken Fisher at the Door County Government Center.

Roll Call by County Clerk

Roll call was taken – 17 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, Roy Englebert, Ken Fisher, Randy Halstead, Alexis Heim Peter, Jon Koch, Susan Kohout, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait. David Englebert, David Enigl, and David Lienau were excused. Joel Gunnlaugsson was meeting the Board on the Island.

Presentation of Agenda

Motion by Kohout, seconded by Norton to approve the agenda. Motion carried by unanimous voice vote.

Recess ... Take 9:00 a.m. Ferry to Washington Island. Arrive on Washington Island @ 9:30 a.m. Board Bus and Travel to Percy Johnson County Park (868 Hemlock Drive)

Departed mainland at 9:07 a.m. Arrived on Island at 9:39 a.m. and boarded bus to travel to Percy Johnson County Park.

Reconvene ... 9:49 a.m. observed Percy Johnson Park.

Recess ... 9:56 a.m. boarded bus to travel to Washington Island Library (910 Main Rd.).

Reconvene ... 10:11 a.m. for meeting at the Washington Island Library.

County Emergency (and other) Services Facility on Washington Island

Location

County or Joint (Town and County) Facility

Next Step(s)

Washington Town Chairman Richard Tobey and Board Member Martin Andersen participated in the conversation with County Board Members.

Approximately two years ago the Town asked the County to vacate the building housing the ambulances. At that point the County began looking for property to relocate to. Today the options include an approximate 10-acre parcel which the County has been working on the agreement of terms and is a potential donation, and a building currently housing retail. In the past the County has co-located/co-built with a municipality with the municipality taking the lead. Richard Tobey explained the town recognizes the need for a new fire department and town shop however the town is not in a position to fund a building project at this time. At a recent town meeting the electors made it clear they did not support borrowing any additional money. The current intent of the Town is to build a fire department building on the same property as a County facility.

Administrator Pabich reviewed county needs as submitted by Department Heads. The County is focusing on making it a county facility not just an EMS facility.

Town Chairman Tobey noted the Town Board has not decided on a preference regarding either the vacant land or the commercial building.

Administrator Pabich distributed a draft plan layout of the commercial building. If the County Board has interest in the commercial building the next step would be to hire an architect to provide preliminary plans to determine if the building could be converted to meet the County's needs. The County needs to think outside of the box on the commercial building. The building may have other uses that could potentially generate revenue to offset costs.

Pabich noted there is no guarantee that the property will be donated. The County could potentially be assigned purchase rights and purchase the property directly.

Recess ... 11:06 a.m. boarded bus to travel to vacant parcel on corner of Town Line Road and Airport Road.

Reconvene ... 11:10 a.m. observed vacant parcel on corner of Town Line Road and Airport Road.

Recess ... 11:14 a.m. traveled to 1309 Range Line Road.

Reconvene ... 11:20 a.m. to observe land and improvements at 1309 Range Line Road.

Lunch

Time: 11:35 a.m.

Recess ... 12:25 p.m. to board bus to travel to Washington Island Pier. Take 1:00 p.m. ferry from Washington Island to Northport Pier.

Reconvene ... 12:40 p.m.

Meeting Per Diem Code

899.

Adjourn

Motion by Koch, seconded by Bultman to adjourn. Time 1:27 p.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, OCTOBER 29, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The September 26, 2019 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 21 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Alexis Heim Peter, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait.

Presentation of Agenda

Motion by Halstead, seconded by Enigl to approve the agenda. Motion carried by unanimous voice vote.

Recognition: 2019 WCSEA Attorney of the Year – Rod Dequaine

Moved to next month as Rod was unable to attend today's meeting.

Correspondence

- Unassigned Fund Balance

Public Comment

The following persons commented:

- Don Freix, 8305 Quarterline Road, Fish Creek

Supervisors Response

None given.

Approval of Minutes of September 26, 2019 Regular Meeting

Motion by Virlee, seconded by Lundahl to approve the minutes of the September 26, 2019 regular meeting. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Resolutions

2019-66 Authorize Application for and Acceptance of Financial Assistance for George K. Pinney County Park Breakwall Maintenance

Motion by Austad, seconded by Fisher to approve Resolution 2019-66 – Authorization for the Parks Director, subject to the oversight by the Facilities & Parks Committee, to act on behalf of Door County, prepare and submit a County Conservation Aids grant application, accept any grant award, sign necessary

documents, administer any County Conservation Aids grant, and take any and all action necessary to complete the proposed project.

Supervisor Austad explained there are problems with the end of the dock due to ice which will require repair. The application is to assist to fund the repairs. No tax levy dollars will be used for the repairs; other funds will come from the boat launch fund.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-67 Approval of Gift, Grant and/or Donation to the Door County Sheriff's Office

Motion by Gunnlaugsson, seconded by Koch to approve Resolution 2019-67 – Acceptance of the donation of \$2,500 from Keller, Inc. to support the Door County Sheriff's Office future community initiatives.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-68 A Resolution Asking Governor Evers and the Wisconsin State Legislature to Apply for a Waiver from Federal Rules Excluding Institutional Stays from Medicaid Coverage

Motion by Bacon, seconded by Bultman to approve Resolution 2019-68 – A resolution urging the Governor and Legislature to submit an application for a waiver from Centers for Medicare and Medicaid Services of the Medicaid IMD exclusion to allow federal reimbursement of short-term acute care and transition planning for persons with serious and persistent mental illness.

Motion carried by unanimous voice vote.

2019-69 2020 WLIP Grants-in-Aid to Local Government Application

Motion by Enigl, seconded by Koch to approve Resolution 2019-69 – Authorization of the submission of the 2020 Wisconsin Land Information Program Grant Application and acceptance of any such grants awarded to Door County consistent with Ch. ADM 47, Wis. Adm Code, and §§ 16.967(7), 59.52(19), & 59.72, Wis. Stats.

Land Use Director Mariah Goode explained the 3 grants are grants the County is eligible to apply for annually. The grants are used for training and on-going maintenance and contracts for LIO software and systems.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-70 Supervisor Compensation and Reimbursement

Motion by Lienau, seconded by Heim Peter to approve Resolution 2019-70 – A resolution fixing the compensation and reimbursement of Board Members to be next elected in April 2020.

Chairman Lienau explained the last time this was voted on there was a \$1,200 limit placed on conference registration, hotel expenses and meals. Since that vote there was a perceived loophole discovered. To close the loophole the limit was moved to \$2,000 annually to include per diems. In addition, it is recommended that the County Ambassador Program be exempt from inclusion into this rule. The Ambassador Program would be formalized into the Legislative Committee in April 2020. Discussion followed.

Motion by Lundahl, seconded by Norton to split the question into two separate questions; 1 – \$2,000 limit and 2 – Exempting the Ambassador Program from the limit. Motion carried by unanimous voice vote.

A lengthy discussion was held which included discussion on tracking of expenses and how the limit of \$2,000 was arrived at.

Motion by Bultman, seconded by D. Englebert to increase the amount allocated from \$1,200 to \$2,000 with per diem for conferences, conventions, institutes, schools, seminars, training or workshops to count towards the \$2,000 limit.

Motion carried by roll call vote with 18 Members voting Yes; 3 Members voting No – Enigl, Fisher, and Koch.

Motion by Kohout, seconded by Enigl to exempt the County Ambassador Program from the \$2,000 limit. Discussion and review of the Ambassador Program.

Supervisor Virlee called for the question. Carried by unanimous voice vote.

Motion carried by roll call vote with 15 Members voting Yes – Austad, Bacon, Bultman, Chomeau, R. Englebert, Gunnlaugsson, Heim Peter, Kohout, Lienau, Lundahl, Neinas, Norton, Robillard, Virlee, and Vlies Wotachek; 6 Members voting No – D. Englebert, Enigl, Fisher, Halstead, Koch, and Wait.

2019-71 Alternative Work Schedules

Motion by Lienau, seconded by Fisher to approve Resolution 2019-71 – A resolution amending the Employee Handbook specific to alternative work schedules.

Administrator Pabich explained the County is trying to become a more flexible workplace. Three options are included and were reviewed. Employees can work an alternative schedule for a length of time. Standard business hours will remain in place. Smaller departments and certain areas may not be able to utilize the alternative schedules. This would sunset at the end of 2020 which will allow for review after one year. Implementation would be December 2019. The employees subjected to the public bargaining agreement do not fall under this policy and would have to bargain such option.

Motion carried by roll call vote with all 21 Members voting Yes.

Ordinances

2019-12 Amendment of Chapter 12 Door County Code

Motion by Austad, seconded by Fisher to approve Ordinance 2019-12 – Sub-Chapter 12.06, Door County Code is created.

Parks Superintendent Ben Nelson explained the amendment approves a fee for storage of ice shanties in county boat launch parks. Any shanty left in the county park overnight would require a permit. The application fee is \$35. Nelson noted over the past few years the parks have experienced damage to the grass areas and have had issues with the ability to plow snow due to ice shanties being left on park property. Permits are on a first come first served basis. The Parks Department will make a determination of the number of shanties allowed per park. If issues arise the Parks Department will review the process and make changes accordingly. Discussion regarding a fee or no fee.

Motion carried by roll vote with 15 Members voting Yes – Austad, Bacon, Chomeau, R. Englebert, Fisher, Gunnlaugsson, Halstead, Heim Peter, Kohout, Lienau, Lundahl, Norton, Virlee, Vlies Wotachek, and Wait; 6 Members voting No – Bultman, D. Englebert, Enigl, Koch, Neinas, and Robillard.

Report Text Amendments to Chapter 8, Signs

Motion by Enigl, seconded by Virlee to accept the report.

Land Use Services Director Mariah Goode explained the amendments would replace the existing regulations currently included in Chapter 8. The amendment pertains to Chapter 8, Signs, in its entirety, and to sign-related regulations within Chapters 3, 4, 11, and 13. The purpose of the amendments is to ensure the county sign regulations are compliant with state and federal law.

Motion carried by unanimous voice vote.

2019-13 Text Amendments to Chapter 8, Signs

Motion by Enigl, seconded by Koch to approve Ordinance 2019-13.

Discussion regarding specific aspects of the amendment.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No – Halstead.

Special Reports

Private Well Sampling Program – Erin Hanson

County Conservationist Erin Hanson distributed handouts regarding the sampling program. This is a partnership between the Soil & Water Department, Public Health, and UW Oshkosh. The program will begin next week. Persons were actively recruited to sign up for the program. The goal of the study is to provide education about the importance of testing your well water as well as build a database of groundwater quality in Door County. The data will not be released in way that personal identifiable information would be available.

New Business

No new business was presented.

Oral Committee Reports

Chairman Lienau encouraged use of oral committee reports. Chairs of the committees may update Board Members under the oral committee reports about projects and items of interest in an effort to keep all Board Members informed.

Administrator Pabich brought forward the next steps following last Friday’s meeting on Washington Island; this can be brought before the entire Board or can be brought before the Facilities & Parks Committee.

Supervisor Vlies Wotachek noted the deadline for the application for the UW Leadership Program is approaching.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – November 12 (and 13th if necessary), 2019 – 9:00 a.m.

Meeting Per Diem Code

1029.

Adjourn

Motion by Fisher, seconded by Koch to adjourn. Time 11:23 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**PUBLIC HEARING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 12, 2019
DOOR COUNTY BOARD ROOM**

The meeting was called to order by Chairman Lienau at 9:00 a.m. at the Door County Government Center.

Roll call was taken – 21 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Alexis Heim Peter, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait.

The meeting had been properly noticed. Motion by Halstead, seconded by Enigl to approve the agenda. Motion carried by unanimous voice vote.

Lienau read the purpose of the meeting aloud.

Chairman Lienau opened the hearing at 9:02 a.m.

Public Comments:

No one from the public commented.

Upon hearing no comments or persons to speak, Chairman Lienau declared the hearing closed at 9:02 a.m.

Motion by Lundahl, seconded by Koch to adjourn the Public Hearing. Motion carried by unanimous voice vote. Time: 9:02 a.m.

Recorded by County Clerk Jill M. Lau

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 12, 2019
DOOR COUNTY BOARD ROOM**

The meeting was called to order at 9:02 a.m. by Chairman David Lienau at the Door County Government Center.

Chairman Lienau led the Pledge of Allegiance.

Roll call was taken – 21 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Alexis Heim Peter, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait.

Presentation of Agenda

Motion by Virlee, seconded by Koch to approve the agenda. Motion carried by unanimous voice vote.

Recognition: 2019 WCSEA Attorney of the Year – Rod Dequaine

CC Thomas recognized Rod for the 2019 Wisconsin Child Support Enforcement Association – Attorney of the Year Award. The award is given annually. The award is in recognition of Rod’s service over the years and is a very significant, well deserved, award. Rod thanked his staff for the outstanding support over the years.

Correspondence

- Village of Forestville Resolution re: Forestville Millpond

Public Comment

The following persons commented:

- Jim Schuessler, DCEDC

Adjourn as County Board and Convene in Annual Budget Session

Motion by Enigl, seconded by Robillard to adjourn as a County Board and convene in the Annual Budget Session. Time 9:10 a.m. Motion carried by unanimous voice vote.

Administrator Pabich provided an overview of the 2020 proposed budget. Pabich reviewed the available tax levy plus net new construction and total tax levy. The county is levying to full capacity; tax rate is \$4.08. Additional items reviewed included departments with increased tax levy changes, health insurance increases allocated to individual departments, net new construction trends, equalized value trends, tax rate trends, budgeted tax levy by functionality, 2020 capital outlay by department, 2020 Highway roadwork schedule, and sales tax collection trends. The 2020-2025 County Budget Model was reviewed.

Pabich explained proposed amendments to the budget for the Health and Human Services Department related to a TAD Grant and an amendment to the Net New Construction. The amendment increases both the expenses and revenues in the Health and Human Services budget but does not change the tax levy for the department.

Reconvene as County Board and Act on, among other matters, the 2020 Door County Budget

Motion by Fisher, seconded by Virlee to reconvene as a County Board. Time 10:03 a.m. Motion carried by unanimous voice vote.

Resolutions

2019-73 Approval of Wisconsin DOJ TAD Grant to the Health and Human Services Department

Motion by Bacon, seconded by Vlies Wotachek to approve Resolution 2019-73 – Approval of the acceptance of the Wisconsin Department of Justice Treatment Alternatives and Diversion (TAD) grant valued at \$141,011 to plan and implement an Adult Drug Court Program to deal with the serious and escalating problem of alcohol abuse and illegal drug use in Door County.

Supervisor Bacon explained this is the Treatment Alternatives and Diversion Grant. This is part of the process to get the Treatment Court up and running. H&HS Director Krebsbach explained this grant has been a collaboration between many departments. There is a matching fund requirement. No additional tax levy will be required.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-72 2020 Budget and Tax Levy

Motion by Vlies Wotachek, seconded by Fisher to approve Resolution 2019-72 as amended.

Motion by D. Englebert, seconded by Kohout to make the following changes to the proposed 2020 budget for Door County: to amend Door County's 2020 proposed budget to include the TAD Grant increasing the Health and Human Services department budget revenues and expenditures by \$141,011, bringing the total department's revenues to \$7,733,249 and expenditures to \$11,459,757 with no change to the tax levy.

Motion carried by roll call vote with all 21 Members voting Yes.

Motion by D. Englebert, seconded by Kohout to amend Door County's 2020 proposed budget due to the rounding of the net new construction calculation decreasing the overall tax levy by \$977. The overall total 2020 proposed budget revenues will be \$50,807,652, expenditures will be \$81,134,072, and the total tax levy being \$30,326,420. The tax rate will be \$4.089413079 per thousand of equalized value.

Motion carried by roll call vote with all 21 Members voting Yes.

Motion to approve Resolution 2019-72, as amended, carried by roll call vote with all 21 Members voting Yes.

2019-74 Support of Nsight Application for a PSCW FY2020 Broadband Expansion Grant - Egg Harbor

Motion by Enigl, seconded by D. Englebert to approve Resolution 2019-74 – Door County's financial support for Nsight Teleservices' application for a PSCW FY2020 Broadband Expansion Grant to deploy fixed wireless broadband internet service including public and enterprise Wi-Fi networks from existing fiber and tower infrastructure in Egg Harbor, pledging \$5,000 in financial support contingent upon the grant award with funds to be dispersed to Applicant within twelve months of date of award acceptance.

Administrator Pabich explained the State has allocated grants for broadband expansion. Letters and resolutions of support from local government are looked at along with financial contributions. It is anticipated there will be a total of seven projects that will be submitted. The County Administrator anticipates financial support for each of the projects. This application covers the Village of Egg Harbor.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No – Bultman.

2019-75 Support of Nsight Application for a PSCW FY2020 Broadband Expansion Grant - Washington Island

Motion by Gunnlaugsson, seconded by Fisher to approve Resolution 2019-75 - Door County's financial support for Nsight Teleservices' application for a PSCW FY2020 Broadband Expansion Grant to extend fiber cable from Gills Rock to Northport Pier and from Lobdell's Point to Washington Island tower, pledging \$5,000 in financial support contingent upon the grant award with funds to be dispersed to Applicant within twelve months of date of award acceptance.

Motion carried by roll call vote with 21 Members voting Yes.

2019-76 Purchase of Truck Chassis, Anti-Ice Tank and Snow Equipment, Highway and Airport Department

Motion by Neinas, seconded by Fisher to approve Resolution 2019-76 – Authorization for the Door County Highway Committee to purchase a new Truck Chassis from Quality Truck, for a price of \$124,500 and the purchase of Anti-icing equipment and snow equipment from Monroe Truck for a price of \$89,876.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-77 Purchase of Truck Chassis, Dump Body and Snow Equipment, Highway and Airport Department

Motion by Neinas, seconded by Halstead to approve Resolution 2019-77 - Authorization for the Door County Highway Committee to purchase two new Truck Chassis from Quality Truck, for a price of \$205,500 and the purchase of the truck dump bodies and snow equipment from Monroe Truck for a price of \$257,648.

Motion carried by roll call vote with all 21 Members voting Yes.

The Board recessed at 10:35 a.m. and reconvened at 10:51 a.m.

The Board recessed at 10:51 a.m. for the Annual Door County Fair Meeting.

Annual Door County Fair Meeting – Recess

The Annual Door County Fair Meeting was held by the Fair Board. The meeting was called to order at 10:52 a.m. and adjourned at 11:05 a.m.

Reconvene

The Board reconvened at 11:06 a.m. following the Annual Door County Fair Meeting.

2019-78 Door County Compensation Structure and Performance Incentives

Motion by Fisher, seconded by Virlee to approve Resolution 2019-78 – Approval and adoption of the recommended changes to the compensation structure and Performance Incentives for 2020.

Administrator Pabich explained the compensation plan would be aged 3% and the pay for performance incentives would remain the same as provided in 2018. The County is trying to remain competitive and also recognize employees.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-79 Increase of Hours, New Positions, Reclassifications Request, and Part Time Pay Rates, for 2019 & 2020

Motion by Fisher, seconded by D. Englebert to approve Resolution 2019-79 – Approval of new positions, reclassifications, hours and pay rates.

Administrator Pabich explained all requests were built into the budget. The resolution documents all official positions of the county.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-80 Approving the Formation of a 2020 Census Complete Count Committee

Motion by Wait, seconded by Enigl to approve Resolution 2019-80 - A resolution recognizing the importance of the 2020 Census and forming a Complete County Committee to increase awareness about the census, motivate residents of the County of Door to respond and assure that all residents of the County are counted. Administrator Pabich reviewed the information included in the meeting packet. The County Administrator and County Clerk met with a representative from the Census

Bureau. It isn't anticipated there will be many meetings of this committee due to the time frame. Review of budgeting for compensation of committee members. Motion carried by roll call vote with all 21 Members voting Yes.

§ 59.11(1), Wis. Stats. Annual Meeting

Compensation, Mileage and Reimbursement of County Board Members to be Next Elected

Motion by Fisher, seconded by Heim Peter to reaffirm the current County Board Compensation Plan.

The current plan is per diem based with a \$2,000 limit on conference/training attendance.

Motion by Austad, seconded by Lundahl to amend the compensation to an annual salary of \$7,500 with an annual allocation of \$1,200 for meals, lodging, and registration fees to attend conferences/training.

Supervisor Wait noted a \$7,500 salary exceeds all other counties salary for supervisors in the state. Discussion followed regarding annual allocation, annual salary amount, and penalty for missing meetings (this was removed from previous discussions).

Motion to amend carried by roll call vote with 12 Members voting Yes – Austad, Bacon, Chomeau, Gunnlaugsson, Heim Peter, Koch, Kohout, Lienau, Lundahl, Norton, Robillard, and Vlies Wotachek; 9 Members voting No – Bultman, D. Englebert, R. Englebert, Enigl, Fisher, Halstead, Neinas, Virlee, and Wait.

Further discussion followed which included committee assignments, missing meetings, and amount of time a supervisor is involved in county business outside of meetings.

Supervisor Koch called for the question. The call for the question was carried by unanimous voice vote.

Motion as amended failed by a roll call vote with 13 Members Voting Yes - Austad, Bacon, Chomeau, Gunnlaugsson, Halstead, Heim Peter, Koch, Kohout, Lienau, Lundahl, Norton, Robillard, and Vlies Wotachek; 8 Members voting No – Bultman, D. Englebert, R. Englebert, Enigl, Fisher, Neinas, Virlee, and Wait.

2020 Rules or Order of all Standing & Special Committees

2020 Rules of Order Governing the Door County Board of Supervisors

Duties of Committees

Only change to the Rules of Order are related to the clarification of the term of the Highway Committee.

Motion by Lienau, seconded by Fisher to reaffirm the Rules of Order and Duties of Committees. Motion carried by unanimous voice vote.

Ordinances

2019-14 County Highway Commissioner's Appointment, Term, Supervision and Removal

Motion by Gunnlaugsson, seconded by Norton to approve Ordinance 2019-14 – Amendment of Chapter 11, Door County Code, Section 11.06 Highway Commissioner. The County Administrator shall appoint the county highway commissioner. The appointment is subject to confirmation by the county board. The county highway commissioner is subject only to the supervision of the county administrator. The county highway commissioner may be removed at the pleasure of the county administrator. The term of service is indeterminate.

Discussion regarding the term limit of the Highway Commissioner by State Statute or an ordinance allowing the County to set a term.

Motion carried by roll call vote with 18 Members voting Yes; 3 Members voting No – D. Englebert, Enigl, and Neinas.

New Business

New Door County Facility on Washington Island

Administrator Pabich reviewed the recent tour of potential properties on Washington Island. Pabich suggested bringing on an architect to provide an analysis related to converting the existing building to county use. Anticipated costs are \$5,000 - \$10,000. It was noted the Town of Washington is not in any position to co-locate with the County. The County has been asked to vacate the current facility housing the ambulances. The project is specific to county use only; no town involvement is anticipated. There is no specific time frame to vacate. Discussion of estimated square footage needed. If the County brings in an architect the firm could provide both a cost to retrofit the existing building and a cost to build a new, stand alone, building based on the wants of the county departments. Anticipated costs to provide both are anticipated to be \$15,000 or more.

Administrator Pabich and Facilities & Parks Director Spritka will gather information, including costs, to hire an architect to perform the analysis and will provide the information to the F&P Committee to determine next steps.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next County Board Meeting(s): Tentatively - December 17, 2019 – 10:00 a.m.
- Update on Water Testing Results – December 9 @ 6 p.m. Gibraltar Fire Station and Tuesday, December 10 at the ADRC @ 6 p.m.
- Planning a County Board Holiday Party in January. Members interested in helping can contact Administrator Pabich.

Meeting Per Diem Code

1112.

Adjourn

Motion by Fisher, seconded by Vlies Wotachek to adjourn. Motion carried by voice vote. Time 12:38 p.m.

Respectfully submitted by Jill M. Lau, County Clerk

**REGULAR MEETING
DOOR COUNTY BOARD OF SUPERVISORS
TUESDAY, DECEMBER 17, 2019
DOOR COUNTY BOARD ROOM**

Call Meeting to Order

The December 17, 2019 Door County Board of Supervisors meeting was called to order at 10:00 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum

Roll call was taken – 21 County Board Members were present – Daniel Austad, Helen Bacon, Bob Bultman, Vinni Chomeau, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Alexis Heim Peter, Jon Koch, Susan Kohout, David Lienau, Megan Lundahl, John Neinas, Nissa Norton, Nancy Robillard, Richard Virlee, Laura Vlies Wotachek, and Linda Wait.

Presentation of Agenda

Motion by Halstead, seconded by Bacon to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

- Unassigned Fund Balance
- Register of Deeds Association – Thank You
- Email Correspondence – Don Freix

Public Comment

The following persons commented:

- Donald Freix, 8305 Quarterline Road, Fish Creek
- Representative Joel Kitchens

Supervisors Response

None given.

Approval of Minutes of the October 25, 2019 Special Meeting, the October 29, 2019 Regular Meeting, and the November 12, 2019 Budget/Annual Meeting

Motion by Virlee, seconded by Kohout to approve the minutes of the October 25, 2019 Special Meeting. Motion carried by unanimous voice vote.

Motion by Bacon, seconded by Virlee to approve the minutes of the October 29, 2019 Regular Meeting, and the November 12, 2019 Budget/Annual Meeting. Supervisor Koch noted the roll call vote for the changes to the Parks Department ordinance was incorrectly recorded. An amendment to the official record was made to correctly record the roll call vote. Motion carried by unanimous voice vote.

Pending Business/Updates

No pending business or updates were presented.

Resolutions

2019-81 Non-Commercial Hangar Site Lease Agreements: #13 Paul Cecil, #35 David Shepard, #37 Robert Enlow, #56 Tim Berg, #65 Kelly Hafeman, #67 David Michaud

Motion by Neinas, seconded by Fisher to approve Resolution 2019-81 – Approval to the Highway & Airport Committee to enter into a 10 year non-commercial hangar site lease agreement, with a 10 year renewal clause, for the parcel(s) of land on which Building No. 13, 35, 37, 56, 65, & 67 have been constructed.

Supervisor Neinas noted these are regular leases and are before the Board because of the term.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-82 Purchase of Street Sweeper, Highway and Airport Department

Motion by Neinas, seconded by Fisher to approve Resolution 2019-82 – A resolution authorizing the Door County Highway Committee to purchase a new street sweeper from MacQueen Equipment, for a price of \$282,967.

Supervisor Neinas noted this purchase has been budgeted.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-83 Approval of WDCF-DSP PSP Innovation Zone Grant to the Health & Human Services Department

Motion by Bacon, seconded by Vlies Wotachek to approve Resolution 2019-83 – Acceptance of the Wisconsin Department of Children and Families-Division of Safety and Permanence (WDCF-DSP) three-year grant totaling \$177,690 (\$26,450 for 2020, \$75,970 for 2021, and \$75,270 for 2022), for the Parents Supporting Parents (PSP) Innovation Zone to develop a Parents Supporting Parenting model that is aimed at empowering parents with lived experience in the child welfare system.

Health & Human Services Director Krebsbach explained the partnership with United Way. This was a grant that is only available to governmental entities. No tax levy funds will be expensed for the program. The County can be reimbursed for any time spent working on the program. The grant is to expand the current program.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No – Wait.

2019-84 Approval of Design Development for the Door County Sheriff's Department Vehicle Storage and Evidence Facility Project

Motion by Austad, seconded by Kohout to approve Resolution 2019-84 – Authorization for the County Administrator or his designee(s), subject to the oversight of the Facilities & Parks Committee, to proceed with the construction documents phase, competitive bidding phase, and the construction phase services for the Sheriff's Department vehicle storage and Evidence Facility project.

Facilities & Parks Director Wayne Spritka distributed and reviewed the most recent proposed plan. This is a cold storage facility with no heat or water. The building is required to have an air exchange system. Spritka reviewed estimated costs; final cost of the project is estimated to be below budget. Review of adding solar power to the building. This resolution authorizes moving the project to the next phase. The building has been designed for future expansion if needed.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No - Bultman

2019-85 Approval of Gift, Grant and/or Donation to the Door County Sheriff's Department

Motion by Gunnlaugsson, seconded by Koch to approve Resolution 2019-85 – Approval of the acceptance of the Wisconsin Department of Transportation Grant in the amount of \$4,000 to be used for purchasing equipment for improving traffic safety in Wisconsin.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-86 Community Development Block Grant Economic Development Revolving Loan Fund Closeout and Sturgeon Bay-Door County Economic Development Loan Program

Motion by D. Englebert, seconded by Vlies Wotachek to approve Resolution 2019-86 – Approval of the County's CDBG ED RLF closeout and Sturgeon Bay-Door County Economic Development Loan Program.

Administrator Pabich explained the City's and County's loan programs were administered by DCEDC and were federal dollars funding the programs to be used

for economic development projects. The regulations became very onerous and the State decided to close the program. Loan dollars would need to be returned to the state with the closing of the program however they allow the local unit of government a two-year window to apply for those funds to be used in the community for projects. For the City of Sturgeon Bay, they received their funds prior to January 1992 and are de-federalized funds and the City can use the funds in any fashion. The County funds are federalized funds and restricted. The funds are to be used for low and moderate income level projects. The intent is to partner with the City of Sturgeon Bay and leverage County funds. An Intergovernmental Agreement between the City and the County would be drafted. Discussion followed.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-87 Committee Appointments

Motion by Enigl, seconded by Norton to approve Resolution 2019-87 – Confirmation of the appoints of James F. Heise, MD to the Board of Health, term ends April 2020; Mary Bink to the Housing Authority, term ends December 2024; Bob Bultman, Laura Vlies Wotachek, and James F. Heise, MD to the Human Services Board, terms end April 2020; William H. Karas to the Veterans Service Commission, term ends December 2022; Brian O’Handley to the CCS/CST Coordinating Committee; Brian O’Handley and Dori Goddard to the Children’s Cop Advisory Committee; Pat McCarty and Randy Wiessinger to the Highway Safety Commission; and Helen Bacon to Economic Development, term expires April 2020.

Administrator Pabich reviewed the appointments.

Motion carried by unanimous voice vote.

2019-88 Amendment to Door County Administrative Manual §3.00 Hours of Work

Motion by Heim Peter, seconded by Kohout to approve Resolution 2019-88 – Approval of the amendment to the Administrative Manual, Section 3.00 Hours of Work.

Administrator Pabich explained there was a change request in the hours to the Custodial Staff in the Facilities & Parks Department. HR Director Kelly Hendee reviewed other updated changes approved over the year.

Motion carried by unanimous voice vote.

Ordinances

2019-15 Amendment of §340.002 Door County Code

Motion by Neinas, seconded by Gunnlaugsson to approve Ordinance 2019-15 – Approval of an amendment to Section 340.002 Door County Code creating a thirty-five mile per hour speed zone on County Trunk Highway A starting at the intersection of CTH V and CTH A, northerly a distance of 0.5 miles to Hibbard’s Creek.

Motion carried by roll call vote with all 21 Members voting Yes.

2019-16 Amendment of Chapter 4.17 Door County Code

Motion by Gunnlaugsson, seconded by Koch to approve Ordinance 2019-16 – Amendment of Chapter 4.17 Door County Code.

Administrator Pabich explained the ordinance adjusts prisoner reimbursements to the County.

Motion carried by roll call vote with 20 Members voting Yes; 1 Member voting No – Heim Peter.

Special Reports

Door County Fairest of the Fair

Katie Guilette, 2019 Door County Fairest of the Fair introduced herself and reviewed the duties of the Fairest of the Fair noting the Fairest has responsibilities in marketing and promoting the Fair and the program is a youth leadership program. The program is open to both female and males. Supervisor Vlies Wotachek presented information on applying for the program and additional information about the role of the Fairest.

Door County Land Use Services – Zoning 101

Land Use Services Director Mariah Goode reviewed the written report which was included in the meeting packet.

Forestville Millpond Drawdown Update

Parks Superintendent Ben Nelson presented a PowerPoint and information on the drawdown process.

New Business

Election of Civil Service Commissioner (5-year term, expires December 2024)

HR Director Hendee explained this commissioner is one of five on the Civil Service Commission which oversees the hiring within the Sheriff's Department. Currently there is no candidate to fill the position. Typically, a law enforcement or HR background is beneficial to those serving on the Commission.

Oral Committee Reports

- Administrator Pabich reviewed last week's public input session and task force meeting regarding the former Younkers building. If the public would like to provide further comment they can submit comments to F&P Director Wayne Spritka and/or Library Director Tina Kakuske.

Review Committee Minutes

Reviewed.

Review Vouchers, Claims and Bills

Reviewed.

Announcements

- Next Regular County Board Meeting – January 28, 2020 - 10:00 a.m.
- Legislative Committee Meeting – January 13, 2020 – time tbd – if any committees have legislative issues they would like covered they should submit those to Chair Robillard
- County Board Christmas/New Years Party is scheduled for January 11, 2020 – RSVP to Supervisor Robillard or Administrator Pabich or County Clerk Lau

Meeting Per Diem Code

1217.

The Board recessed at 12:07 p.m. and reconvened at 12:17 p.m.

Closed Session

Convene into closed session pursuant to § 19.85(1)(c), Wis. Stats, for purposes of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, namely the Performance Evaluation of County Administrator Ken Pabich

Motion by Fisher, seconded by Enigl to convene in closed session. Motion carried by roll call vote with all Members voting Yes.

Reconvene in Open Session

Motion by Gunnlaugsson, seconded by Koch to reconvene into open session. Motion carried by roll call vote with all Members voting Yes.

Discussion and Decision (if any)

Motion by Enigl, seconded by Gunnlaugsson to send back to the Administrative Committee review of the possibility of changing the County Administrators review from the Administrative Committee to the full County Board and to also consider an outside entity to provide data collection.

Motion carried by unanimous voice vote.

Adjourn

Motion by Austad, seconded by Gunnlaugsson to adjourn. Time 1:32 p.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

2019 ORDINANCES



DOOR COUNTY

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD		X		
BACON		X		
BULTMAN		X		
CHOMEAU		X		
D. ENGLEBERT		X		
R. ENGLEBERT		X		
ENGL		X		
FISHER		X		
GUNNLAUGSSON		X		
HALSTEAD			X	
KOCH		X		
KOHOUT		X		
LIENAU		X		
LUNDAHL		X		
NEBIAS		X		
NORTON		X		
ROBELIARD		X		
SCHULTZ				X
VIRLEE		X		
VILES WOTACHEK		X		
WAIT		X		

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted Defeated

By: Fisher Defeated

2nd: Koch

Yes: 19 No: 1 Exc: 1

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 28th day of March, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

[Signature]
Darrin Lienau, Chairman
Door County Board of Supervisors

Effective Date: 3/28/19

AMENDATORY ZONING ORDINANCE 2019 – 01 AMENDMENT TO THE DOOR COUNTY SHORELAND & COMPREHENSIVE ZONING MAPS (GARDNER, JACKSONPORT & SEVASTOPOL)

1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
2 Wisconsin Statutes, does hereby does hereby ordain amendments to the
3 shoreland & comprehensive zoning maps for the Towns of Gardner,
4 Jacksonport and Sevastopol for the following tax parcel numbers:

- 5
6 012-02-08272421F1,
7 012-02-08272421F2,
8 012-02-08272421F3,
9 012-02-08272421F4,
10 012-02-08272421F5,
11 016-00-34292741F1,
12 016-00-34292741F2,
13 016-00-35292733E,
14 022-49-0006,
15 022-49-0014A.

16
17 See the 4 maps attached hereto and incorporated herein by reference.

18 Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall
19 become effective upon passage.
20
21
22
23

SUBMITTED BY: Resource Planning Committee

[Signature]
Kenneth Fisher, Chair

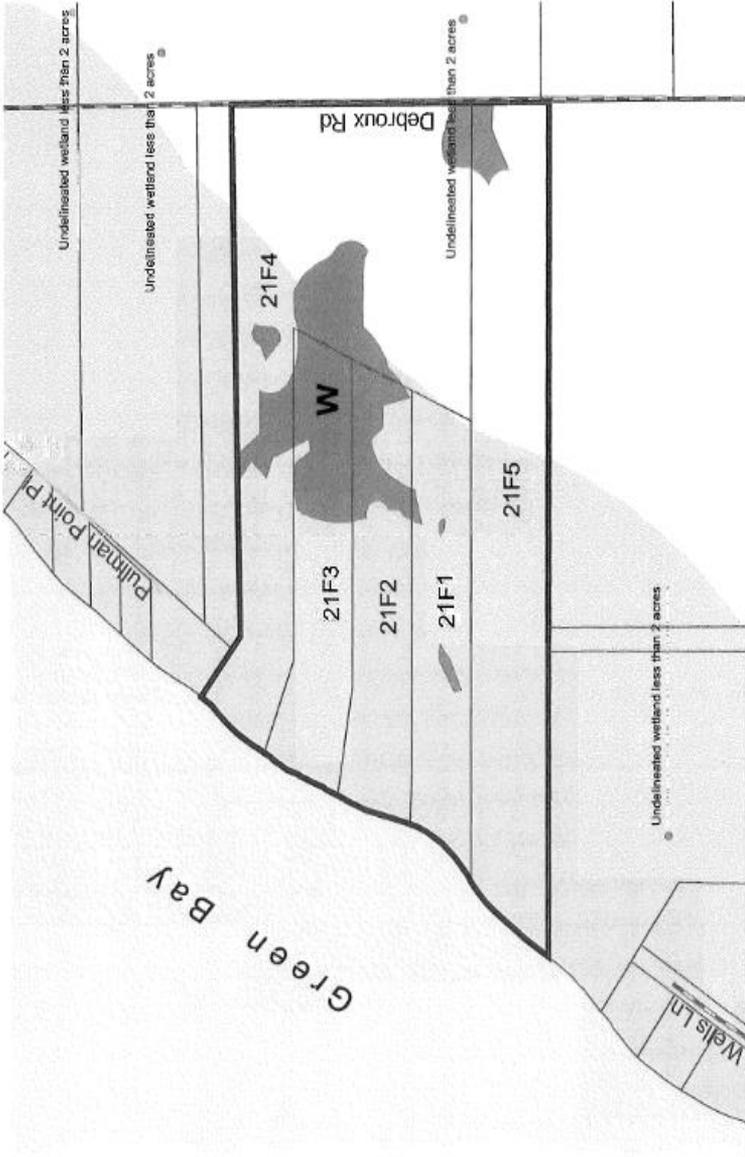
[Signature]
David Enigl

[Signature]
Jon Koch

[Signature]
Vinni Chomeau

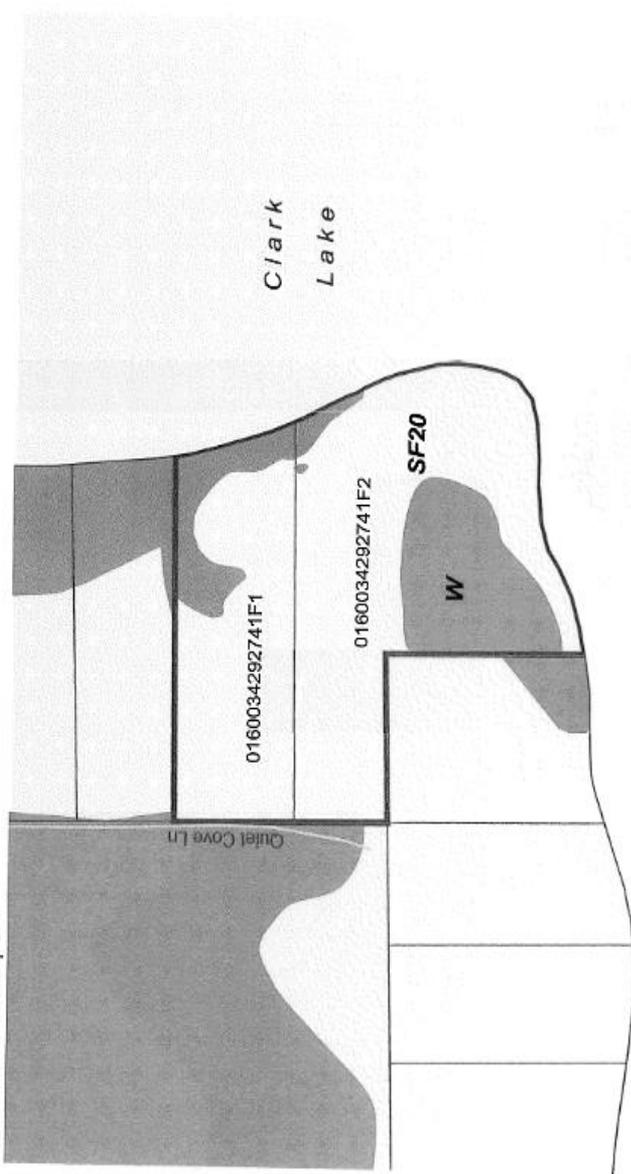
[Signature]
Richard Virlee

Attachment to Ordinance 2019-01
Proposed Wetland Re-Zone: 01202082724-21F1; 21F2; 21F3; 21F4; & 21F5
Town of Gardner

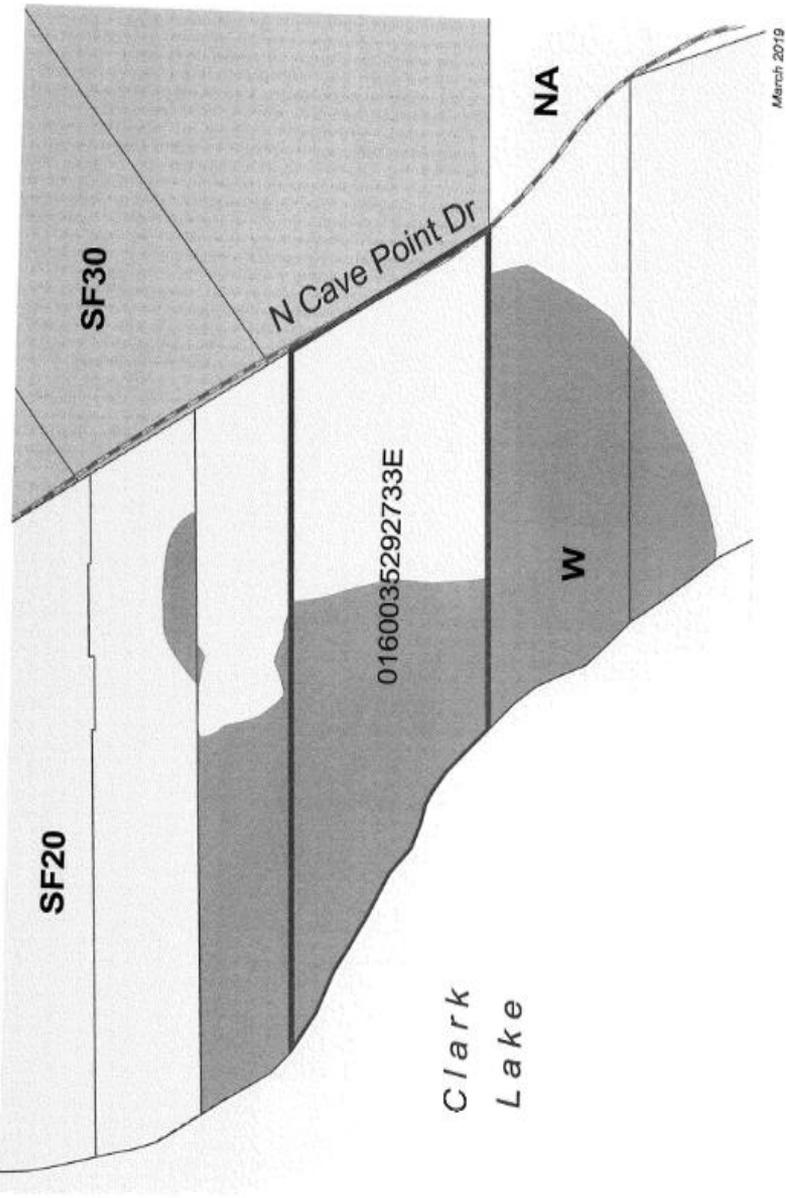


March 2019

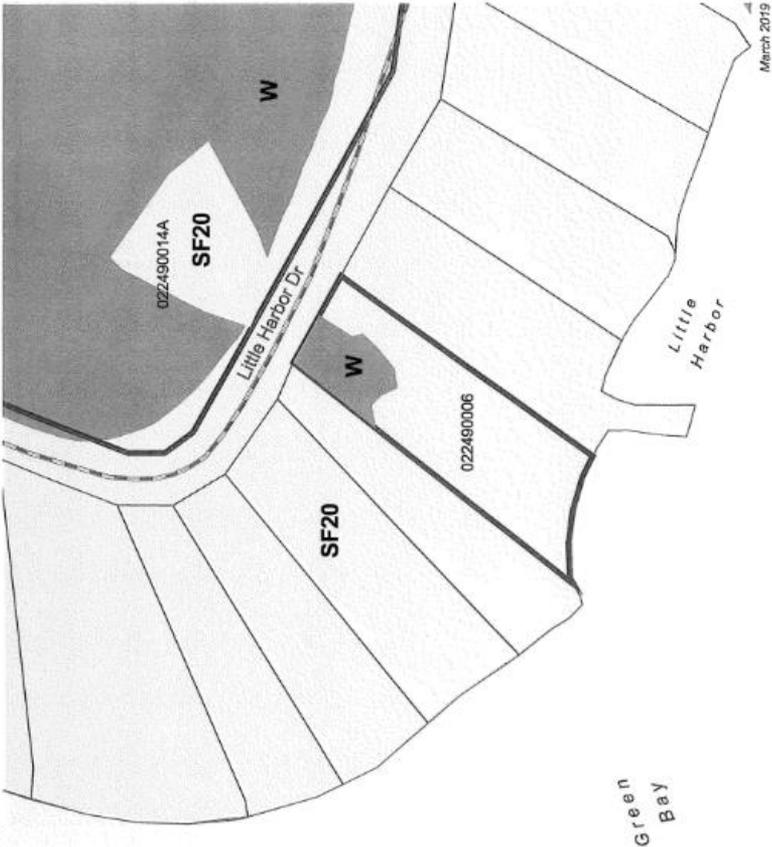
Attachment to Ordinance 2019-01
Proposed Wetland Re-Zone: 0160034292741F1 & 0160034292741F2
Town of Jacksonport



Attachment to Ordinance 2019-01
Proposed Wetland Re-Zone: 0160035292733E
Town of Jacksonport



Attachment to Ordinance 2019-01
Proposed Wetland Re-Zone: 022490006 & 022490014A
Town of Sevastopol





DOOR COUNTY

**AMENDMENTS TO THE
DOOR COUNTY LAND DIVISION ORDINANCE**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMFAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENGL	✓		
FISHER	✓		
QUINLAUGSSON	✓		
HAI STFAD		✓	
KOCH	✓		
KOCHUT	✓		
LEFNAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBELLARD	✓		
SCHULTZ			✓
VERLEE	✓		
VLIES WOTACHEK	✓		
WALT	✓		

**THE DOOR COUNTY BOARD OF SUPERVISORS DOES HEREBY
ORDAIN AS FOLLOWS:**

- 1 The Door County Board of Supervisors, pursuant to the
- 2 authority granted by ss. 236.45 and 703.27, Wisconsin Statutes,
- 3 does hereby ordain amendments to the Door County Land
- 4 Division Ordinance, as shown in Attachment A.
- 5
- 6 Pursuant to Rule 18F of the Rules of Order Governing the Door
- 7 County Board of Supervisors, this ordinance shall become
- 8 effective the day following publication.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted

1st: Fisher Deferred

2nd: Enge

Yes: 20 No: 1 Exc: 1

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 20th day of March, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

[Signature]
Dennis Chomeau, Chairman
Door County Board of Supervisors

Effective Date _____

**SUBMITTED BY:
Resource Planning Committee**

[Signature] Kehiser, C hairman

[Signature] Vinni Chomeau

[Signature] Richard Virlee

[Signature] Da vid Enigl

[Signature] Jon Koch

CHAPTER 1
GENERAL PROVISIONS

1.01 Title. This Ordinance shall be known as the "Door County Land Division Ordinance", hereinafter referred to as "this Ordinance."

1.02 Authority. The provisions of this Ordinance are adopted by the Door County Board of Supervisors pursuant to the authority granted by ss. 236.45 and 703.27, Wis. Stats.

1.03 Purpose and Intent. The purpose and intent of this Ordinance are to act in accordance with ss. 59.692, 236.45, and 703.27(1), Wis. Stats., NR 115.05(2), Wis. Admin. Code, and to accomplish the goals listed below. (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)

- (1) Promote the orderly layout of lots, units, and vehicular rights-of-way.
- (2) Ensure accurate legal descriptions of lots and units.
- (3) Ensure proper monumenting of lots and units.
- (4) Ensure adequate storm water management, when necessary.
- (5) Ensure a system for review of proposed site condominiums that is identical to the review procedures for land divisions. Such review of site condominiums is deemed appropriate because they function in the same manner as, and have the same neighborhood and environmental impacts as, land divisions.

1.04 "State Plats." Land divisions that result in a "subdivision" as defined in s. 236.02(12), Wis. Stats. (such land divisions commonly referred to as "state plats"), are subject to both the applicable requirements of Chapter 236, Wis. Stats., and this Ordinance.

1.05 Abrogation and Interpretation.

- (1) It is not the intent of this Ordinance to repeal, abrogate, annul, impair, or interfere with any existing easements, covenants, agreements, rules, or regulations or permits previously adopted or issued pursuant to laws. After enactment, where it imposes greater restrictions, the provisions of this Ordinance shall govern.
- (2) This Ordinance shall be liberally construed in favor of the County and shall not be deemed a limitation or repeal of any requirement or power granted or appearing in this Ordinance or elsewhere relating to the subdivision or other division of land or creation of a site condominium.
- (3) Nothing in this Ordinance shall be construed to prohibit a town from adopting an ordinance. Where a town has adopted a land division ordinance pursuant to the authority granted to the town by ss. 60.22(3), 236.45, or 703.27, Wis. Stats., the subdivider or declarant shall first obtain approval from such town in which the land division or site condominium is located, prior to submittal to the County.
- (4) State plats abutting a state trunk highway are subject to and shall comply with all applicable Wisconsin Administrative Codes. The onus relative to applicability of, compliance with, or waiver from Wisconsin Administrative Codes lies with the landowner.

1.06 Effective Date. Upon enactment, this Ordinance and any amendments shall be in effect the day following publication.

1.07 Severability. If any provision of this Ordinance is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby and shall be valid and in force to the fullest extent permitted by law.

1.08 Applicability. The provisions of this Ordinance shall apply to divisions of land or creation of site condominiums in the unincorporated areas of the County as follows:

(1) Land divisions that create 4 or fewer parcels that are less than 10 acres in area, either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 2, Minor Land Divisions.

(2) Land divisions that create 5 or more parcels that are less than 10 acres in area, either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 3, Major Land Divisions.

(3) Site condominiums that create 4 or fewer units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 4, Minor Site Condominiums.

(4) Site condominiums that create 5 or more units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 5, Major Site Condominiums.

(5) Exceptions. The provisions of this Ordinance shall not apply to:

(a) Transfers of interest in land by will or pursuant to court order.

(b) Leases for a term not to exceed 10 years, mortgages, or easements.

(c) The sale or exchange of parcels of land between owners of adjoining property if additional lots or units are not thereby created and the lots or units resulting are not reduced below the minimum sizes required by this or other applicable ordinances or laws.

(d) Cemetery plats created under s. 157.07, Wis. Stats.

(e) Assessors plats created under s. 70.27, Wis. Stats, but such plats shall comply with ss. 236.15(1)(a) to (g), 236.20(1), and 236.20(2)(a) to (e), Wis. Stats., unless waived under s. 236.20(2)(L), Wis. Stats.

(f) Condominium plats created under Ch. 703, Wis. Stats., except for site condominium plats.

1.09 Compliance. Any division of land or creation of a condominium subject to the requirements of this Ordinance shall not be entitled to recording unless such division or condominium is in compliance with all the requirements of this Ordinance. All approved certified survey maps, major land division plats, and site condominium plats shall be filed for recording with the Register of Deeds of Door County prior to transferring ownership of any lots created by a land division or units created by a condominium.

**CHAPTER 2
MINOR LAND DIVISIONS**

2.01 General.

(1) Land divisions that create 4 or fewer parcels that are less than 10 acres in area, either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of this chapter.

(2) Municipal landfills shall not be divided into parcels.

2.02 Certified Survey Map.

(1) Submittal and Information Requirements. A certified survey map shall be submitted to the Planning Land Use Services Department. The certified survey map shall be prepared according to s. 236.34, Wis. Stats., shall contain or have attached thereto all of the information required by Chapter 6, Design Standards, Improvements and Dedications, and shall also show clearly on its face the following:

(a) Date the map was prepared.

(b) Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data. (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)

(c) Location of existing buildings, structures, driveways, and access and utility easements.

(d) Area of proposed lots in square feet.

(e) Building zones, if applicable.

(2) Review and Decision. The Planning Land Use Services Department shall review the certified survey map for compliance with this Ordinance and shall approve or reject the certified survey map within 15 working days of its submission, unless such time is mutually extended by both parties, or unless the approval of governmental entity(ies) is required under s. 2.03, Minor Land Divisions Involving Dedication of Land. Failure of the Planning Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

(a) Approval. If approved, a written statement certifying approval by the Planning Land Use Services Department shall be affixed to the certified survey map.

(b) Rejection. If rejected, the applicant shall be notified in writing of the reasons for rejection.

(3) Recordation. The certified survey map shall be recorded within six months of approval by the Planning Land Use Services Department. Failure to record within this time limit shall void the Planning Land Use Services Department's approval.

2.03 Minor Land Divisions Involving Dedication of Land. Minor land divisions that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Planning Land Use Services Department shall not approve such minor land divisions until approval of the applicable governmental entity(ies) has been obtained.

CHAPTER 3
MAJOR LAND DIVISIONS

3.01 General.

(1) Land divisions that create 5 or more parcels that are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements contained in this chapter.

(2) Municipal landfills shall not be divided into parcels.

3.02 Conceptual Sketch Plan.

(1) Submittal and Information Requirements. Before submitting a preliminary plat for approval, the subdivider shall submit a conceptual sketch plan to the Planning Land Use Services Department. The conceptual sketch plan shall be submitted as one 24 inch by 36 inch copy of the plan and one copy of the plan reduced to 11 inches by 17 inches. The conceptual sketch plan shall have the date the map was prepared and contain or have attached thereto the following information:

(a) Existing Conditions.

1. Total acreage of the entire area proposed for subdividing.
2. Topographic data provided at vertical intervals of 2 feet.
3. Municipal boundaries, government section lines, and government lot lines within the area proposed for subdividing.
4. Owners of lands abutting the area proposed for subdividing.
5. Location of existing natural and built features within the area proposed for subdividing.
 - a. Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data.
(Amended: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015) (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March, 2018)
 - b. Utilities and utility easements, including sewers, water mains, power transmission poles and lines, and underground utilities.
 - c. Right-of-way width of roads, alleys, and easements.
 - d. Buildings, structures, and driveways.
6. Parcel Identification Numbers for all parcels proposed to be subdivided.

(b) Design Features.

1. Number and layout of lots and outlots.
 - a. Area in square feet.
 - b. Building zones, if applicable. Where s. 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the setbacks per Trans 233.08(1) - (3), Wisconsin Administrative Code shall be shown.

2. Layout of roads and alleys.
3. Sites, if any, to be reserved for public uses.
4. Easements.

(c) Supplementary Data.

1. Provision for water supply.
2. Provision for sewage disposal.

(2) Review. After the Planning Land Use Services Department has determined the conceptual sketch plan to be complete and accurate, it will be scheduled for review at the next available Committee meeting. The subdivider or an agent acting on behalf of the subdivider shall present the conceptual sketch plan to the Committee in order to facilitate discussion regarding the layout and design of the proposed land division.

3.03 Preliminary Major Land Division Plat. The preliminary major land division plat shall conform substantially to the conceptual sketch plan presented to the Committee. Such plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. (Amended: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015)

(1) Submittal and Information Requirements. The applicant shall prepare and file with the Planning Land Use Services Department one full-size copy and one copy reduced to 11 inches by 17 inches of all pages of the preliminary plat. The preliminary plat shall contain or have attached thereto all of the information required by 3.02(1) and Chapter 6, Design Standards, Improvements and Dedications, and the following:

- (a) Date of preparation and date of subsequent revisions.
- (b) Names, phone numbers, and addresses of the owner, any agent having control of the land, subdivider, surveyor, and engineer of the plat.
- (c) Proposed name of the subdivision. Such name shall not duplicate or be alike in pronunciation of any plat heretofore recorded in the County, unless considered an addition to an existing subdivision.
- (d) Legal description of the property.
- (e) Graphic scale not more than one inch to 100 feet, unless agreed to by Planning Land Use Services Department staff.
- (f) Small detailed scale drawing of the land division in relation to its location within the section(s).
- (g) North point arrow or symbol.
- (h) Proposed names of roads.
- (i) Locations and widths of proposed sidewalks and hiking or biking paths or trails.
- (j) Any sites, in addition to roads, sidewalks, hiking or biking paths or trails, and utility easements, intended to be dedicated or reserved for parks or other public use. The dimensions and acreage of such sites shall be shown.

(k) Dimensions of blocks, lots, and outlots.

(l) An identification system for the consecutive numbering of all blocks and lots within the subdivision.

(m) Written explanation of all proposed private restrictions.

(n) Wetland delineation report and map reviewed by and approved by the Planning Land Use Services Department, if applicable.

(2) Review and Decision.

(a) A complete preliminary plat application shall include supporting materials and shall comply with this Ordinance as in effect when the subdivider submitted the preliminary plat application. The Committee shall review and approve, approve conditionally, or reject the preliminary plat application and shall state in writing any conditions of approval or reasons for rejection. Conditions of approval may include the kind and extent of improvements to be made by the applicant.

(b) Failure of the Committee to act within 40 calendar days of submittal of a complete preliminary plat application shall constitute an approval of the preliminary plat, unless such time is extended by agreement between the Committee and the applicant.

3.04 Final Major Land Division Plat. The final major land division plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. Such plat shall conform substantially to the approved preliminary plat, except contours lines do not have to be shown. (Amended: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015)

(1) Submittal and Information Requirements. The applicant shall prepare and file with the Planning Land Use Services Department a final plat in accordance with the following:

(a) The final plat shall show the location and provide a description of survey monuments.

(b) The final plat shall be legible and shall have a binding margin 1½ inches wide on the left side and a one-inch margin on all other sides. Its graphic scale shall not be more than 100 feet to one inch, unless agreed to by Planning Land Use Services Department staff.

(c) The final plat shall be a permanent nonfading black image on durable white media that is 22 inches wide by 30 inches long.

(d) If the major land division results in a subdivision as defined in s. 236.02(12), Wis. Stats., the applicant shall also submit the original drawing of the final plat to the appropriate state plat review agency, in accordance with s. 236.12(6), Wis. Stats.

(e) Certificates. All final plats shall provide the following certificates:

1. Surveyor's certificate of compliance with statute, as described in s. 236.21(1)(a) – (c), Wis. Stats.;

2. Certificate of taxes paid as described in s. 236.21(3), Wis. Stats.

3. Where s. 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the Wisconsin Department of Transportation Trans 233 Certification Number.

(f) The final plat shall show on its face all lands reserved for future public dedication or reserved for the common use of property owners within the plat. If common property is located

within the plat, then provisions for its use, maintenance, and ownership must also be provided with the plat.

(g) The final plat shall show on its face evidence of acceptance of any dedications by the governmental entity(ies) receiving the dedications.

(h) A complete final plat application shall include any legal easements or agreements required, such as but not limited to storm water runoff management plans and road agreements, as approved by the county and recorded by the subdivider.

(2) Review and Decision.

(a) A final major land division plat is entitled to approval if it is submitted within 36 months after approval of the preliminary plat and conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to county ordinances adopted as authorized by law. If the final plat is not submitted within 36 months after the approval of the preliminary plat, any approving authority may refuse to approve the final plat or may extend the time for submission of the final plat. The final plat may, if permitted by the approving authority, constitute only that portion of the approved preliminary plat that the subdivider proposes to record at that time.

(b) The Planning Land Use Services Department shall approve or reject the final plat and shall state in writing any reasons for rejection. If approved, a written statement certifying approval shall be affixed to the final plat.

(c) The Planning Land Use Services Department shall act within 40 calendar days of final plat submittal, unless such time is mutually extended by both parties, or unless the approval of the governmental entity(ies) is required under s. 3.05, Major Land Divisions Involving Dedication of Land. Failure of the Planning Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

3.05 Major Land Divisions Involving Dedication of Land. Major land divisions that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Planning Land Use Services Department shall not approve such major land divisions until approval of the applicable governmental entity(ies) has been obtained.

3.06 Recordation. The final plat shall be recorded within 12 months of the date of the last approval of the plat and within 36 months after the first approval. Failure to record the plat within the time specified shall nullify the approval of the final plat.

3.07 Replats. Any replat of a recorded plat or part thereof that does not alter areas dedicated to the public shall comply with all requirements of this Ordinance. Any replat of a recorded plat or part thereof that alters areas dedicated to the public shall comply with all requirements of this ordinance and shall comply with s. 236.36, Wis. Stats.

**CHAPTER 4
MINOR SITE CONDOMINIUMS**

4.01 General.

(1) Establishment of site condominiums that create 4 or fewer units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of this chapter.

(2) Municipal landfills shall not be used to create units.

4.02 Minor Site Condominium Plat.

(1) Submittal and Information Requirements. A minor site condominium plat shall be submitted to the Planning Land Use Services Department. Such plat shall be prepared according to s. 703.11, Wis. Stats., and shall contain or have attached thereto all of the information required by Chapter 6, Design Standards, Improvements and Dedications, of this Ordinance. The plat shall also show clearly on its face the following:

(a) Date the site condominium plat was prepared.

(b) Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data. (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)

(c) Location of existing buildings, structures, driveways, and access and utility easements.

(d) Area of proposed units in square feet.

(e) Building zones, if applicable.

(2) Review and Decision. The Planning Land Use Services Department shall review the minor site condominium plat for compliance with this Ordinance and shall approve or reject the plat within 15 working days of its submission, unless such time is mutually extended by both parties, or unless the approval of the governmental entity(ies) is required under s. 4.03, Minor Site Condominiums Involving Dedication of Land. Failure of the Planning Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

(a) Approval. If approved, a written statement certifying approval shall be affixed to the condominium plat.

(b) Rejection. If rejected, the applicant shall be notified, in writing, of the reasons for rejection.

(3) Recordation. The minor site condominium plat shall be recorded within six months of approval by the Planning Land Use Services Department. Failure to record within this time limit shall void the Planning Land Use Services Department's approval.

4.03 Minor Site Condominiums Involving Dedication of Land. Minor site condominiums that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Planning Land Use Services Department shall not approve the condominium plat until approval of the applicable governmental entity(ies) has been obtained.

4.04 Modifications and Corrections. Any modification or correction of a recorded site condominium plat or part thereof shall conform to all requirements of this Ordinance and shall be done in accordance with s. 703.095, Wis. Stats.

**CHAPTER 5
MAJOR SITE CONDOMINIUMS**

5.01 General.

(1) Establishment of site condominium plats that create 5 or more units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of this chapter.

(2) Municipal landfills shall not be used to create units.

5.02 Conceptual Sketch Plan.

(1) **Submittal and Information Requirements.** Before submitting a preliminary major site condominium plat for approval, the declarant shall prepare a conceptual sketch plan and shall submit to the Planning Land Use Services Department one 24 inch by 36 inch copy of the plan and one copy of the plan reduced to 11 inches by 17 inches. The conceptual sketch plan shall have the date the map was prepared and contain or have attached thereto the following information:

(a) Existing Conditions.

1. Total acreage of the entire area proposed for development.
2. Topographic data provided at vertical intervals of 2 feet.
3. Municipal boundaries, government section lines, and government lot lines within the area proposed for development.
4. Owners of lands abutting the area proposed for development.
5. Location of existing natural and built features within the area proposed for development.
 - a. Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data. (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)
 - b. Utilities and utility easements, including sewers, water mains, power transmission poles and lines, and underground utilities.
 - c. Right-of-way width of roads, alleys, and easements.
 - d. Buildings, structures, and driveways.
6. Parcel Identification Numbers for all units proposed to be included in the condominium plat.

(b) Design Features.

1. Number and layout of units.

a. Area of units in square feet.

b. Building zones, if applicable. Where s. 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the setbacks per Trans 233.08(1) – (3), Wisconsin Administrative Code shall be shown.

2. Layout of roads and alleys.

3. Location of common elements.

4. Location of limited common elements.

(c) Supplementary Data.

1. Provision for water supply.

2. Provision for sewage disposal.

(2) Review. After the Planning Land Use Services Department has determined the conceptual sketch plan to be complete and accurate, it will be scheduled for review at the next available Committee meeting. The declarant or an agent acting on behalf of the declarant shall present the conceptual sketch plan to the Committee in order to facilitate discussion regarding the layout and design of the proposed condominium plat.

5.03 Preliminary Major Site Condominium Plat. The preliminary major site condominium plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. Such plat shall conform substantially to the conceptual sketch plan presented to the Committee. (Amended 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015)

(1) Submittal and Information Requirements. The declarant shall prepare and file with the Planning Land Use Services Department one full-size copy and one copy reduced to 11 inches by 17 inches of all pages of the preliminary condominium plat. The preliminary plat shall contain or have attached thereto all of the information required by 5.02(1) and Chapter 6, Design Standards, Improvements and Dedications, and the following:

(a) Date of preparation and date of subsequent revisions.

(b) Names, phone numbers, and addresses of the declarant, any agent having control of the land, surveyor, and engineer of the plan and certification of ownership or declarant's authorization of agent.

(c) Proposed name of the condominium. Such name shall not duplicate or be alike in pronunciation of any condominium plat heretofore recorded in the County, unless considered an addition to an existing condominium plat.

(d) Legal description and survey of the property as provided in s. 703.11(2)(b), Wis. Stats.

(e) Graphic scale not more than one inch to 100 feet, unless agreed to by Planning Land Use Services Department staff.

(f) Small detailed scale drawing of the area proposed for development in relation to its location within the section(s).

- (g) North point arrow or symbol.
- (h) Proposed names of roads.
- (i) Locations and widths of proposed sidewalks and hiking or biking paths or trails.
- (j) Any sites, in addition to roads, sidewalks, hiking or biking paths or trails, and utility easements, intended to be dedicated or reserved for parks or other public use. The dimensions and acreage of such sites shall be shown.
- (k) Dimensions of blocks, units, common elements, and limited common elements.
- (l) A unit identification system as provided in s. 703.11(3), Wis.Stats.
- (m) Written explanation of the proposed condominium declaration.
- (n) Wetland delineation report and map reviewed by and approved by the Planning Land Use Services Department, if applicable.

(2) Review and Decision.

(a) A complete preliminary condominium plat application shall include supporting materials and shall comply with this Ordinance as in effect when the declarant submitted the preliminary plat application. The Committee shall review and approve, approve conditionally, or reject the preliminary plat application and shall state in writing any conditions of approval or reasons for rejection. Conditions of approval may include the kind and extent of improvements to be made by the declarant.

(b) Failure of the Committee to act within 40 calendar days of submittal of a complete preliminary condominium plat application shall constitute an approval of the preliminary plat, unless such time is extended by agreement between the County and the declarant.

5.04 Final Major Site Condominium Plat. The final major site condominium plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. Such plat shall conform substantially to the approved preliminary plat, except contour lines do not have to be shown. (Amended 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015)

(1) Submittal and Information Requirements. The applicant shall prepare and file with the Planning Land Use Services Department the final plat in accordance with s. 703.11(2)(d), Wis. Stats. and the following:

(a) The final plat shall show the location and provide a description of survey monuments.

(b) A copy of the final condominium declaration.

(c) Certificates. All final plats shall provide all the certificates required by s. 703.11(4), Wis. Stats. Whereas, 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the Wisconsin Department of Transportation Trans 233 Certification Number shall be provided.

(d) The final condominium plat shall show on its face all lands reserved for future public dedication or reserved for the common use of unit owners within the plat. If common property is located within the plat, then provisions for its use, maintenance, and ownership must also be provided with the plat.

(e) The final plat shall show on its face evidence of acceptance of any dedications by the governmental entity(ies) receiving the dedications.

(f) A complete final condominium plat application shall include any agreements required, such as but not limited to storm water runoff management plans and road agreements, as approved by the county and recorded by the declarant.

(2) Review and Decision.

(a) A final condominium plat is entitled to approval if it is submitted within 36 months after approval of the preliminary plat and conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to county ordinances adopted as authorized by law. If the final condominium plat is not submitted within 36 months after approval of the preliminary plat, any approving authority may refuse to approve the final plat or may extend the time for submission of the final plat. The final condominium plat may, if permitted by the approving authority, constitute only that portion of the approved preliminary plat that the declarant proposes to record at that time.

(b) The Planning Land Use Services Department shall approve or reject the final plat and shall state in writing any reasons for rejection. If approved, a written statement certifying approval shall be affixed to the condominium declaration and plat.

(c) The Planning Land Use Services Department shall act within 40 calendar days of final plat submittal, unless such time is mutually extended by both parties, or unless the approval of the governmental entity(ies) is required under s. 5.05, Major Site Condominiums Involving Dedication of Land. Failure of the Planning Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

5.05 Major Site Condominiums Involving Dedication of Land. Major site condominiums that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Planning Land Use Services Department shall not approve such major site condominiums until approval of the applicable governmental entity(ies) has been obtained.

5.06 Recordation. The final condominium plat shall be recorded within 12 months of the date of the last approval of the plat and within 36 months after the first approval. Failure to record the plat within the time specified shall nullify the approval of the final plat.

5.07 Modifications and Corrections. Any modification or correction of a recorded site condominium plat or part thereof shall conform to all requirements of this Ordinance and shall be done in accordance with s. 703.095, Wis. Stats.

CHAPTER 6
DESIGN STANDARDS, IMPROVEMENTS AND DEDICATIONS

6.01 Roads and Alleys. These standards shall apply to roads or alleys being created or those portions of existing roads being extended to accommodate land divisions and condominiums reviewed under this ordinance.

(1) Requirements for All Private and Public Roads.

(a) Proposed road names shall conform to the Door County Uniform Addressing System Ordinance.

(b) Ingress to and egress from all lots and units shall be via the lowest class road available. An access restriction clause shall be affixed to the face of the certified survey map or plat to ensure access from the lowest class road.

(2) Private Roads.

(a) Requirements for Roads Serving Minor Land Divisions (certified survey maps) or Minor Site Condominiums.

1. Roads shall terminate within at least one of the lots or units such that the road may not be extended to serve more than 4 lots or units. Roads that do not terminate within at least one of the lots or units shall possess the characteristics as described in s. 6.01 (2)(b)3.

2. Roads shall have a minimum right-of-way width of 30 feet and a minimum travel surface width of 16 feet.

3. The centerline radius shall be a minimum of 50 feet at all changes in direction of roads, except at T-intersections and crossroad intersections.

4. The road shall be designed with width, surface, and grade to assure safe passage and maneuverability of private vehicles and police, fire, ambulance, and other safety vehicles.

(b) Requirements for Roads Serving Major Land Divisions or Major Site Condominiums.

1. A design/construction plan shall be submitted by a professional engineer registered in the State of Wisconsin. Plans need to be in compliance with professional road engineering standards.

2. The road shall be designed with width, surface, and grade to assure safe passage and maneuverability of private vehicles and police, fire, ambulance, and other safety vehicles.

3. The road shall not have less than 66 feet of right-of-way width, 22 feet of roadway width, and 18 feet of travel surface width.

4. Spacing of private road intersections along arterial roads shall be at least 2,640 feet, wherever practicable.

5. Road intersections with centerline offsets shall not be less than 250 feet between intersections.

6. Not more than 2 roads shall intersect at one point.

7. The intersection angle of a road to a road shall not be less than 75 degrees.

8. A cul-de-sac shall not exceed 1,000 feet in length, unless a greater distance is approved by the Committee.

9. If a cul-de-sac is to be used, the outside travel surface within the bulb of a cul-de-sac shall have a minimum radius of 45 feet.

10. The road shall have a vertical clear zone of 14 feet and a horizontal clear zone of 22 feet.

11. The road rights-of-way shall be platted as an outlet in major land divisions or as a common element in major site condominiums.

12. The centerline radius shall be a minimum of 50 feet at all changes in direction of the road, except at T-intersections and crossroad intersections.

13. The Committee may require that provision be made for the extension of a cul-de-sac to the boundary of a major land division or major site condominium.

(c) A recorded and binding private road agreement shall be required. This agreement shall contain the following provisions: (Amended: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015)

1. The subdivider or declarant, or their designee, is solely responsible for:

- Compliance with s. 6.01(1)(a) and (b) and either s. 6.01(2)(a), or s.6.01(2)(b), as applicable.
- Road construction.

2. The owner(s) of lots and units that benefits from the road are solely responsible for:

- Road maintenance and repair, including dust control, snow and ice removal, and elimination of potholes and rutting, maintenance of required clear zones; and
- Ensuring potential passage by law enforcement vehicles, fire trucks, ambulances and other emergency vehicles, and vehicles for sanitation purposes (trash, recycling, and private septic system maintenance and repair).

3. The County is not obliged to accept the road into the county-maintained road system and that County is not responsible for road construction or road maintenance and repair, as described in a. above.

(3) Public Roads.

(a) Roads that are to be dedicated as public roads shall be constructed according to the standards established by the governmental entity(ies) accepting the roads.

(b) Roads that are to be dedicated as public roads shall require acceptance of the dedication by the governmental entity(ies) to receive the dedication.

(4) Alleys.

(a) A design/construction plan shall be submitted by a professional engineer registered in the State of Wisconsin. Plans need to be in compliance with professional engineering standards.

(b) Alleys shall have a minimum right-of-way width and hard subsurface of 20 feet and a maximum right-of-way width of 30 feet. A minimum of 15 feet within the alley right-of-way shall be surfaced with gravel or paved and pitched to prevent ponding.

(c) The alley shall have a vertical clear zone of 14 feet and a horizontal clear zone of 20 feet.

(d) Alleys shall not exceed 600 feet in length, as measured from the intersecting road right-of-way.

(e) The intersection angle of an alley to a road shall not be less than 75 degrees.

(f) Dead-end alleys shall be prohibited.

(g) Alley rights-of-way shall be platted as outlots in the case of major land divisions or as common elements in the case of major site condominiums.

(h) A recorded and binding private alley agreement shall be required. This agreement shall contain the following provisions:

a. The subdivider or declarant is solely responsible for alley construction.

b. The owner(s) of lots and units that abut an alley are solely responsible for:

- Alley maintenance and repair, including dust control, snow and ice removal, and elimination of potholes and rutting, maintenance of required clear zones; and
- Ensuring potential passage by law enforcement vehicles, fire trucks, ambulances and other emergency vehicles, and vehicles for sanitation purposes (trash, recycling, and private septic system maintenance and repair).

(i) Alleys that are to be dedicated as public alleys shall require acceptance of the dedication by the governmental entity(ies) to receive the dedication.

6.02 Lots and Units. The following requirements shall apply to minor and major land divisions and minor and major site condominiums, unless otherwise specified.

(1) No lot or unit shall be approved that does not have road access. Any lot that abuts an alley shall also abut a road. Property owners shall be responsible for securing road access.

(2) Lot and unit area and width shall conform to the requirements of the Door County Zoning Ordinance, if applicable. Where the lot or unit is not under the jurisdiction of the Door County Zoning Ordinance, the lot or unit area shall not be less than 1.5 acres.

(3) Side lot or unit lines shall be at an angle of at least 75 degrees to the road right-of-way.

(4) Lot or unit lines shall follow municipal boundary lines rather than cross them.

(5) For major land divisions and major site condominiums, double frontage lots and units shall be disallowed, except where lots and units abut an existing or proposed arterial road or where necessary to overcome specific disadvantages of topography and orientation.

(6) All lots and units created that fall under county or town jurisdiction for building setbacks shall depict the building zone for each lot or building site, or, if more restrictive, the building zone designated by the developer. The building zone shall be clearly designated as the "building zone" and a written statement shall be prominently displayed on the CSM or final plat stating that the depicted building zones are based on setbacks in effect at time of final approval and should not be relied upon without first obtaining written verification thereof from the appropriate agency(ies).

(7) Ordinary High Water Mark

- (a) Property lines for all lots and units that front navigable water shall go to the water's edge and shall be shown on the CSM or final plat with the following statement included: "Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution." (Added: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015) (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)
- (b) Any CSM or final plat that show an approximate ordinary high water mark shall state on its face that the mark is shown for reference only. (Added: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015) (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)
- (c) If the building zone described in par. (a) includes an ordinary high water mark setback, this setback shall be in effect if all of the following apply:
(Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)
 1. The map, plat, or survey was prepared by a professional land surveyor, licensed under Ch. 443, Wis. Stats., after April 28, 2016.
 2. The Wisconsin Department of Natural Resources has not identified the ordinary high water mark on its Internet site as is required under s. 30.102, Wis. Stats.

(8) Floodplain. All CSMs or plats located in the floodplain districts described in ss. 1.5(1) and (2), Door County Floodplain Ordinance, shall show the following:

(Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)

- (a) Regional flood elevation and floodway data.
- (b) Public utilities and facilities, such as sewer, gas, electrical, and water systems, are located to reduce exposure to flood hazards and minimize or eliminate flood damages.

6.03 Utility Easements.

(1) For major land division plats and major site condominium plats, the subdivider or declarant shall provide the Planning Land Use Services Department with correspondence from all relevant utility companies identifying their needs, if any, for easements. Easement areas shall be identified on such plats.

(2) For major land division plats and major site condominium plats, lots and units shall be served by underground electric, gas, telephone, and cable television lines, if available, unless waived by the Committee. Land disturbed by installing the underground lines shall be stabilized by the subdivider or declarant.

6.04 Blocks. When blocks are used, the following shall apply:

(1) The length, width, and shape of blocks shall be appropriate to the need for convenient access, control, and safety of street traffic and the limitations and opportunities of the topography.

(2) Blocks shall generally have sufficient width to provide for 2 tiers of lots or building sites of appropriate depth, except one tier of lots or building sites is sufficient where blocks abut a lake, stream, plat boundary, park, or an arterial street.

(3) Within blocks, pedestrian rights-of-way of at least 15 feet in width may be required by the Committee to provide improved circulation or access to schools, playgrounds, parks, shopping centers, waterways, and other community facilities.

(4) Blocks adjoining arterial streets shall be so oriented that the long dimension of the block shall front on the arterial street in order to create as few intersections as possible along the arterial street.

6.05 Storm Water Runoff Control Plans for Major Land Divisions and Major Site Condominiums.

(1) For major land divisions and major site condominiums, storm water runoff control plans, as approved by the Door County Soil and Water Conservation Department, shall be presented at the time of preliminary plat submittal. The Door County Soil and Water Conservation Department shall notify the subdivider or declarant in writing of the decision to approve or deny the submitted plan and forward a copy of the decision to the Planning Land Use Services Department.

(2) If required by the County, a "Storm Water Runoff Control Easement" shall be prepared by the applicant and approved by the Door County Soil and Water Conservation Department, Door County Planning Land Use Services Department, and the Door County Corporation Counsel. After the Resource Planning Committee gives preliminary plat approval, but before the Door County Planning Land Use Services Department approves and signs the final plat, the applicant shall record the easement in the Register of Deeds office with Door County listed as the grantee. The easement shall include covenants, terms, conditions, and restrictions to ensure proper installation and the long-term operation and maintenance of such storm water runoff control plan.

6.06 Public Water/Sanitary Sewer Systems. In areas that have a public water and/or public sanitary sewer system on or near the proposed major land division or major site condominium, the local municipality furnishing such service shall determine the feasibility of serving the land division or condominium. The Committee may require the subdivider or declarant to join the water and/or sanitary district.

6.07 Improvements Required. Prior to the issuance of any zoning or building permit, verification of the installation of all improvements required to be installed by the subdivider or declarant that serve the lot or unit for which the permit is being issued shall be provided to the Planning Land Use Services Department.

6.08 Land Dedicated to the Public. All land dedicated to the public, including roads and alleys, shall be clearly marked "Dedicated to the Public." (Added: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015)

CHAPTER 7
ADMINISTRATION AND ENFORCEMENT

7.01 Administration. The administration and enforcement of the provisions of this Ordinance shall be the responsibility of the Committee or its authorized representative in the Planning Land Use Services Department.

7.02 Fee.

(1) Minor land division or minor site condominium. The subdivider or declarant shall pay all fees as established by the Door County Board of Supervisors at the times specified before being entitled to review of a minor land division or minor site condominium:

- (a) Application fee to be paid at submittal.
- (b) Re-submittal fee paid at re-submittal.

(2) Major land division or major site condominium. The subdivider or declarant shall pay all fees as established by the Door County Board of Supervisors at the times specified before being entitled to review of a major land division or major site condominium:

- (a) Submittal of preliminary plat:
 - 1. Application fee to be paid at submittal.
 - 2. Re-submittal fee paid at re-submittal.
- (b) Submittal of final plat:
 - 1. Application fee to be paid at submittal.
 - 2. Re-submittal fee paid at re-submittal.

(3) The subdivider or declarant shall pay a fee equal to the cost of any extraordinary legal, administrative, or fiscal work that is done in connection with a minor or major land division or minor or major site condominium. Legal work shall include the drafting or review of proposed agreements between the subdivider or declarant and the County, the utility companies, lot or unit owners, and others. These fees may also include the cost of obtaining professional work or opinions including, but not limited to, attorneys, engineers, landscape architects, land planners, or the Door County Zoning Administrator.

7.03 Violations. No person shall divide, convey, record, or monument any land or create a condominium in violation of this Ordinance. The County shall institute action or proceedings to enjoin violations of this Ordinance.

7.04 Waiver of Requirements.

(1) Where the Committee finds that extraordinary hardships will result from strict compliance with the regulations of this Ordinance, it may waive the requirements so that substantial justice may be done and the public interest secured, provided that such waiver of requirements will not have the effect of nullifying the intent and purpose of this Ordinance.

(2) A majority vote of the entire membership of the Committee shall be required to waive any requirements. Any waiver of requirement shall be entered into the minutes of the Committee setting forth the reasons that, in the judgment of the Committee, justified the waiver.

7.05 Appeals. Any person aggrieved by an objection to a plat or failure to approve a plat, certified survey map, or condominium plat may appeal as provided in s. 236.13(5), Wis. Stats.

7.06 Penalties. Any person, firm, or corporation who fails to comply with the provisions of this Ordinance shall, upon conviction thereof, forfeit not less than \$500 nor more than \$1,000 and the cost of prosecution for each violation, and in default of payment of such forfeiture and the cost, shall be imprisoned in the County jail until payment thereof, but not exceeding 30 days. Each day a violation exists or continues shall constitute a separate offense. Compliance therewith may also be enforced by an injunction at the suit of the County or the owner or owners of real estate within the area affected by the regulations of this Ordinance, as provided by law.

7.07 Amendments. The Door County Board of Supervisors may from time to time amend the regulations imposed by this Ordinance. The Committee shall hold a public hearing on all proposed amendments as required by s. 236.45, Wis. Stats. Notice of the hearing shall be given by publication of a class 2 notice, as required by s. 236.45(4), Wis. Stats.

CHAPTER 8 DEFINITIONS

8.01 Authority Cited. References herein to the administrative code, ordinances, or statutes are to those in effect as of the date this Ordinance is enacted and as subsequently amended or revised.

8.02 Word Usage. For purposes of this Ordinance, words used in the present tense include the future; singular number includes the plural number; and the plural number includes the singular number. The word "shall" is intended to be mandatory.

8.03 Definitions. For purposes of this Ordinance, the following definitions shall be used:

Alley: A right-of-way that provides only secondary access to abutting properties and which is not intended for general traffic circulation.

Arterial Road: A road used, or intended to be used, primarily for fast or heavy through traffic, including freeways, expressways, as well as standard arterial road, highways and parkways.

Block: A group of lots or units existing within well defined and fixed boundaries, bounded on at least one side by a road, bounded on the other sides by other roads, natural or man-made barriers, or unplatted land, and having an assigned number, letter or other name through which it may be identified.

Building Zone: The horizontal plane within a lot or unit bounded by all applicable setbacks.

Certified Survey Map: A map of a minor land division, as defined in this Ordinance, prepared in accordance with s. 236.34, Wis. Stats.

Committee: The Door County Resource Planning Committee.

Common Element: All of a condominium except its units.

Conceptual Sketch Plan: A concept drawing made to approximate scale of a proposed land division or condominium submitted to the Door County Resource Planning Committee for discussion purposes prior to the filing of a preliminary plat.

Condominium: As used in this Ordinance, it shall mean minor site condominiums and major site condominiums, unless one is specifically stated or is implied by context.

County: Door County, including any agency, department or committee thereof.

Cul-de-sac: A minor road with only one outlet and having a turnaround for the safe and convenient reversal of traffic movement.

Declarant: Any owner who subjects his or her property to a condominium declaration established under Ch. 703, Wis. Stats.

Final Plat: The map of record of a major land division or major site condominium and any accompanying material.

Land Division: The act or process of dividing land into two or more lots.

Land Use Services Department: Door County Land Use Services Department.

Limited Common Element: A common element identified in a declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

Lot: Designated parcel, tract, or area of land established by plat, land division, or as otherwise permitted by law to be used, developed, or built upon.

Lot Depth: The shortest distance between the front lot line and the rear lot line.

Lot Width: The shortest distance between side lot lines, measured through the midpoint of the shortest line that can be drawn between the front lot line and the rear lot line.

Lot, Double Frontage: A lot, other than a corner lot, with frontage on more than one road.

Lot Line, Front: The lot line nearest to the centerline of the public or private road from which the lot takes access, except that for essentially rectangular lots abutting cul-de-sacs, the front lot line shall be that lot line that is generally parallel and closest to the centerline of the access road.

Lot Line, Rear: In the case of a rectangular or most trapezoidal shaped lots, that lot line that is generally parallel to and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to, and at the maximum possible distance, from the front lot line.

Lot Line, Side: Any lot line other than a front or rear lot line.

Major Land Division: The creation of five or more parcels that are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Major Site Condominium: The creation of a site condominium containing 5 or more units where the units are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Minor Land Division: The creation of 4 or fewer parcels that are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Minor Site Condominium: The creation of a site condominium containing 4 or fewer units where the units are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Outlot: A parcel of land not to be used for building purposes, so designated on the certified survey map or plat.

Planning Department: Door County Planning Department.

Plat: A map of a major land division or major site condominium.

Preliminary Plat: A map showing the salient features of a proposed major land division or major site condominium submitted to the Door County Resource Planning Committee for purposes of preliminary consideration.

Private Road: A road that has not been dedicated to and accepted by a government entity.

Professional Land Surveyor: A person who is granted a license in the State of Wisconsin to engage in the practice of professional land surveying. (Added: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015)

Replat: The process of changing, or the map or plat which changes, the boundaries of a recorded major land division plat or part thereof. The legal dividing of a large block, lot or outlet within a recorded subdivision plat without changing exterior boundaries of said block, lot or outlet is not a replat.

Road: A right-of-way that provides vehicular access to lots, but not including alleys or driveways.

Road, Minor: A road used, or intended to be used, primarily for access to abutting properties.

Site Condominium: A condominium as provided in Ch. 703, Wis. Stats., whereby the type of "unit" is the first type described in s. 703.02(15), Wis. Stats. Such "unit" provides the unit owner with the right to occupy a specific land area, or site.

Subdivision: As used in this Ordinance, the term means the same as a land division, except where it is used with specific reference to s. 236.02(12), Wis. Stats.

Unit: The specific land area within which the unit owner has the sole right to occupy, but does not take title.

Unit Owner: As defined in s.703.02 (17), Wis. Stats.

Wetland: Those areas where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which have soils indicative of wet conditions.

Working Day: Any day in which the office of the Door County Planning Land Use Services Department is open for public business, regardless of whether the office is open for a full day or not.



DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2019 – 03
AMENDMENT TO THE TEXT OF THE DOOR COUNTY
COMPREHENSIVE ZONING ORDINANCE**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD		X	
KOCH			
KOHOUT	X		
LIERNAU	X		
LUNDHAL	X		
MEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ			X
VIRLEE	X		
VILIES WOTACHEK	X		
WAIT	X		

1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
2 Wisconsin Statutes, does hereby amend the Door County Comprehensive
3 Zoning Ordinance to read as follows:

4 See Attachment A, incorporated herein as if fully set forth.

6 Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall
7 become effective upon passage.
8
9

**SUBMITTED BY:
Resource Planning Committee**

Kenneth Fisher
Kenneth Fisher, Chair

Vinni Chomeau
Vinni Chomeau

David Enigl
David Enigl

Richard Virlee
Richard Virlee

Jon Koch
Jon Koch

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve Adopted

1st Fisher Deleted

2nd Koch

Yes: 14 No: 1 Exc: 1

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 29th day of March, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

COUNTERSIGNED
[Signature]
David Lienau, Chairman
Door County Board of Supervisors

Effective Date: 3/26/2019

Attachment A
Ord. 2019 – 03
Door County Comprehensive Zoning Ordinance Text Amendments
March 26, 2019

Proposed amendments are in red; language to be deleted is shown with the "overstrike" function.

Woodlands

Delete 5.07(5)(e):

(e) In the W, NA, EA, PA, GA, CS, HL3-5, HL5, HL10, ES, CS6, CA, and CI zoning districts, clearing of tree plantations shall be allowed if the purpose of the clearing is to establish a permitted agricultural use on the cleared area. (Added: 22 December 2015; Ord. 2015-15) (Amended: 20 Sept. 2016; Ord. 2016-14)

Amend s. 13.02 woodland definition:

Woodland: Land covered with trees, not including orchards, tree plantations, or nursery trees.

Conservation subdivisions

6.02(3)(b): Dwelling units per acre (du./acre) shall not exceed the maximum allowed for conservation subdivisions in the zoning district in which the development is located. However, the maximum allowable density shall not be less than the number of lots derived by applying the individual lot requirements of the particular zoning district to the conservation subdivision site area. For example, if the calculated maximum allowable density equals 1 and the number of lots that could be created by applying the individual lot standards equals 2, then the maximum allowable density becomes 2.

6.03(2): The minimum size of a preserved open space area, as calculated by multiplying the Minimum Preserved Open Space percentage shown in s. 3.02(2), Table of District Requirements, by the total site area, shall be 2 acres and 200 feet of width for developments with a total site area of 10 acres or more, and 20,000 square feet and 100 feet of width for developments with a total site area of less than 10 acres. The areas containing shared septic systems or wells and natural features required to be protected in 6.03(3) may be included in meeting the minimum preserved open space requirement, but need not meet these minimum size requirements.

Communication towers

14.01(14)(b)7. A sworn statement attesting that the applicant verified with the Door County Information Systems Technology Services Department that the proposed support structure and related facilities will not be located within any critical public safety communications corridor.



DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2019 – 04
AMENDMENT TO THE ZONING MAP OF BAILEYS HARBOR**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN		X	
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIEWAU	X		
LUNDHAL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION
Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Fisher
2nd: Koch

Yes: 20 No: 1 Exc: 0

Reviewed by: [Signature], Corp. Counsel
Reviewed by: [Signature], Administrator

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 16th day of April, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

COUNTERSIGNED
[Signature]
David Jensen, Chairman
Door County Board of Supervisors

Effective Date: 4/16/19

1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
2 Wisconsin Statutes, does hereby does hereby ordain an amendment to the
3 detailed zoning map of the Town of Baileys Harbor to rezone the upland
4 portion of a 1.43-acre parcel from High Density Residential (HD) to Single
5 Family Residential 20,000 (SF20):

6
7 Tax Parcel # 002-03-31302822M2, situated in the Town of Baileys Harbor,
8 County of Door, State of Wisconsin, and more particularly described in
9 *Exhibit A* (Lot 2 of Certified Survey Map No. 3204, recorded in Volume 19 of
10 Certified Survey Maps, Page 304, as Doc. # 814764), attached hereto and
11 incorporated herein by reference.

12 *See also the map attached hereto and incorporated herein by reference.*

13
14 Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall
15 become effective upon passage.
16
17
18

**SUBMITTED BY:
Resource Planning Committee**

[Signature]
Kenneth Fisher, Chair

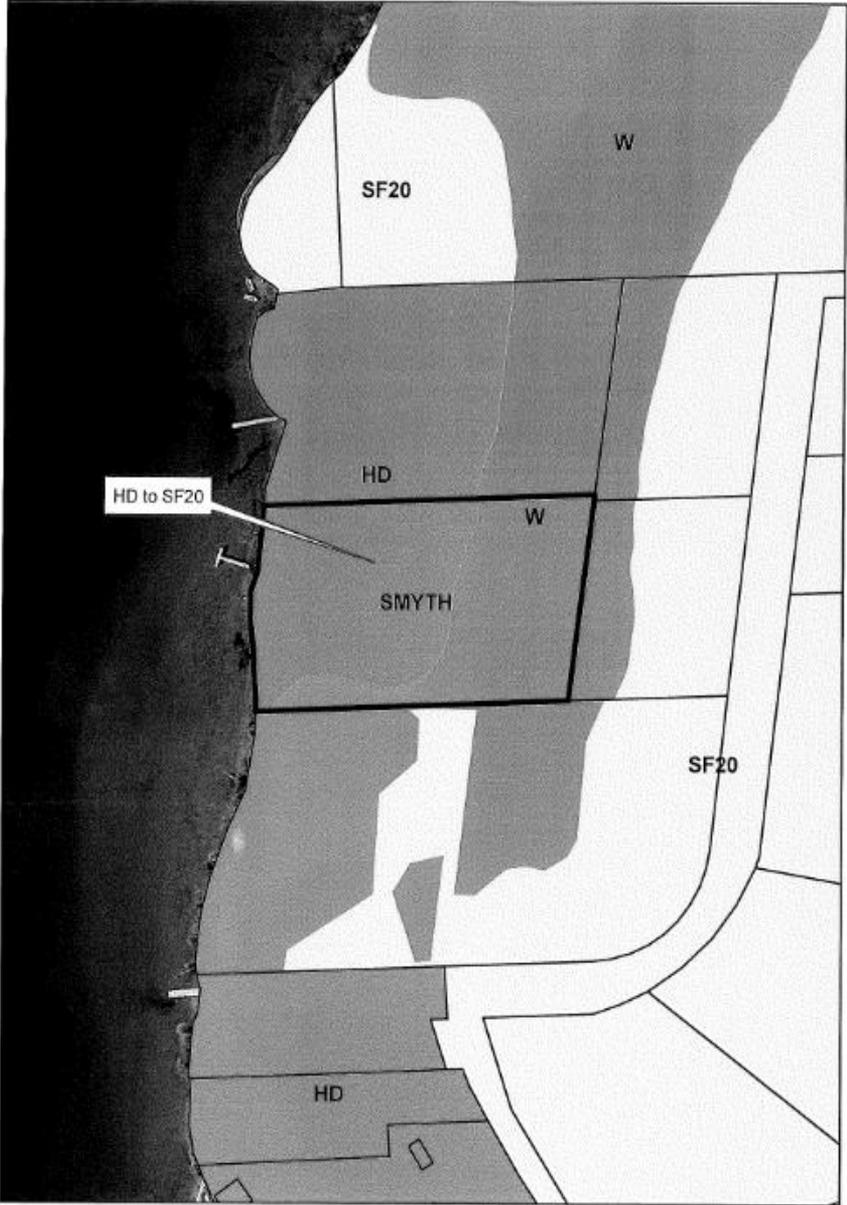
[Signature]
Vinni Chomeau

[Signature]
David Enigl

[Signature]
Richard Virlee

[Signature]
Jon Koch

Attachment to Ordinance #2019-04
Smyth: #002-03-31302822M2
Proposed Re-Zoning: High Density to Single Family Residential-20,000





DOOR COUNTY

ORDINANCE 2019-05

AMENDMENT OF §340.002 DOOR COUNTY CODE

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDMAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted

1st Neinas Deleted

2nd Gunnlaugsson

Yes: 21 No: 0 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

Certification:

I, JIM L. LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 28th day of May, 2019 by the Door County Board of Supervisors.

[Signature]
JIM L. LAU
County Clerk, Door County

Countersigned:

[Signature]
David Lienau, Chairman
Door County Board of Supervisors

Effective Date: Upon enactment and publication.

1 THE DOOR COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS
2 FOLLOWS:

3
4 The following is an addition to Chapter 340.002 of the Door County
5 Code entitled "Speed Limits":

6
7 The Highway Committee has requested a 35-Mile per Hour Speed
8 Zone on County Trunk Highway "P", starting at the intersection of
9 North Country View Road thence easterly to State Highway 57.

10
11 The Door County Board of Supervisors does hereby ordain to create
12 a thirty five mile per hour speed zone on County Trunk Highway "P",
13 starting at the intersection of North Country View Road thence
14 easterly to State Highway 57.

15
16 The Door County Board of Supervisors does hereby ordain to
17 authorize the Door County Highway Committee to erect such speed
18 zone signs as consistent with the Wisconsin State manual of Traffic
19 Control.

20
21 This ordinance shall be effective upon its enactment and publication
22 by the Door County Board of Supervisors as provided by law.
23
24

SUBMITTED BY: HIGHWAY & AIRPORT COMMITTEE

[Signature] John Neinas, Chairperson
[Signature] Roy Englebert
[Signature] Kenneth Fisher
[Signature] Randy Halstead
[Signature] Joel Gunnlaugsson



DOOR COUNTY

ORDINANCE 2019-06

AMENDMENT OF §340.002 DOOR COUNTY CODE

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN			X
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEJNAS	X		
NORTON			X
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT			X

1 THE DOOR COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS
2 FOLLOWS:
3

4 The following is an addition to Chapter 340.002 of the Door County
5 Code entitled "Speed Limits":
6

7 The Highway Committee has requested a 45-Mile per Hour Speed
8 Zone on County Trunk Highway "DK", from 500 feet west of Pit Road
9 to 250 feet north of Belgian Drive.
10

11 The Door County Board of Supervisors does hereby ordain to create
12 a forty five mile per hour speed zone on County Trunk Highway "DK",
13 from 500 feet west of Pit Road to 250 feet north of Belgian Drive.
14

15 The Door County Board of Supervisors does hereby ordain to
16 authorize the Door County Highway Committee to erect such speed
17 zone signs as consistent with the Wisconsin State manual of Traffic
18 Control.
19

20 This ordinance shall be effective upon its adoption and publication
21 by the Door County Board of Supervisors as provided by law.
22
23

BOARD ACTION

Vote Requested: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted Deleted

1st Nejnas Deleted

2nd R. Englebert

Yes: 18 No: 0 Exc: 3

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

SUBMITTED BY: HIGHWAY & AIRPORT COMMITTEE

[Signature] John Nejnas, Chairperson

[Signature] Roy Englebert

[Signature] Kenneth Fisher

[Signature] Randy Halstead

[Signature] Joel Gunnlaugsson

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 25th day of June, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

Countersign:

[Signature]
David Lienau, Chairman
Door County Board of Supervisors

Effective Date: Upon enactment and publication.



DOOR COUNTY

AMENDATORY ORDINANCE 2019-07

**AMENDMENT OF CHAPTER 11.05 DOOR COUNTY CODE
ALL TERRAIN VEHICLES & UTILITY TERRAIN VEHICLES ROUTES**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON		X	
BULTMAN	X		
CHONEAU		X	
D. ENGLEBERT		X	
R. ENGLEBERT		X	
ENIGL		X	
FISHER		X	
GUNNLAUGSSON	X		
HALSTED		X	
KOCH		X	
KOHOUT		X	
LIERNAU		X	
LUNDHIL		X	
NEINAS	X		
NORTON		X	
ROBILLARD		X	
SCHULTZ			X
VERLEE	X		
VILES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted

1st Neinas Defeated

2nd Fisher

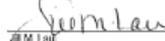
Yes: 7 No: 13 Exc: 1

Reviewed by:  Corp. Counsel

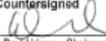
Reviewed by:  Administrator

Certification:

I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 23rd day of July, 2018 by the Door County Board of Supervisors.


Jill M. Law
County Clerk, Door County

Countersigned


David Lierneau, Chairman
Door County Board of Supervisors

Effective Date Upon enactment and publication.

1 **THE DOOR COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS**
2 **FOLLOWS:**

3
4 The Town of Baileys Harbor has requested that portions of CTH EE, located
5 within their territorial boundaries, be designated as an all-terrain vehicle route and
6 utility terrain vehicle route.

7
8 The Door County Highway & Airport Committee has considered the Town of
9 Baileys Harbor's request and recommends approval of, and amendment of
10 Chapter 11.05 Door County Code to effectuate, the same.

11
12 The Door County Board of Supervisors does hereby ordain an amendment to
13 Chapter 11.05 Door County Code as follows:

**COUNTY HIGHWAYS, OR PORTIONS THEREOF, DESIGNATED AS ATV
AND/OR UTV ROUTES.**

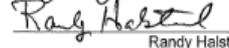
- A. The following routes are designated as ATV / UTV routes:
1. The portion of County Highway(s) DK, N, D, Y situated within the Town of Union.
 2. The portion of County Trunk Highway W situated within the Town of Washington.
 3. The portion of County Trunk Highways M, SB, and PD situated within the Town of Nasewaupue.
 4. The following segments of County Trunk Highways in the Town of Gardner: All of CTH CC, CTH C from CTH CC to Stevenson Pier Road, CTH C from Meadowlark Lane to Lime Kiln Road, and CTH N from Fox Lane southerly to the Gardner Town Line.
 5. The portion of County Trunk DK in the Town of Brussels.
 6. The portion of CTH H from STH 42 west to Stone Road in the Town of Forestville.
 7. The portion of CTH J from Mill Road to the easterly Forestville Village Limits.
 8. CTH EE from Red Cherry Road to CTH F, and CTH F from STH 57 to Meadow Road, and CTH E from CTH A to Red Cherry Road, Town of Baileys Harbor.
 9. CTH E from Red Cherry Road westerly to Baileys Harbor Town Line, and CTH EE from Red Cherry Road to North Maple Road.

36 Chapter 11.05 Door County Code shall remain unchanged and shall continue in
37 full force and effect except as amended by this ordinance.
38 This ordinance shall become effective upon enactment and publication.

39
40
41 The Door County Clerk shall transmit a certified copy of this ordinance to the
42 Wisconsin Department of Natural Resources and the Door County Sheriff's
43 Department.
44
45

SUBMITTED BY: HIGHWAY & AIRPORT COMMITTEE

John Neinas, Chairperson  Roy Englebert

Kenneth Fisher  Randy Halstead

Joel Gunnlaugsson  Joel Gunnlaugsson



DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2019 – 08
AMENDMENT TO THE TEXT OF THE DOOR COUNTY
COMPREHENSIVE ZONING ORDINANCE**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X	X	
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GURINLAUGSSON	X		
HALSTEAD		X	
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NENAS	X		
NORTON	X		
ROBILLARD	X		
District 13			
VIRLEE	X		
VILES WOTACHEK		X	
WALT	X		

- 1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
- 2 Wisconsin Statutes, does hereby amend the Door County Comprehensive
- 3 Zoning Ordinance to read as follows:
- 4
- 5 See Attachment, incorporated herein as if fully set forth.
- 6
- 7 Pursuant to Section 59.69(5)(e).6., Wisconsin Statutes, this ordinance shall
- 8 take effect on the 41st day after the date of enactment.
- 9

**SUBMITTED BY:
Resource Planning Committee**

Kenneth Fisher
Kenneth Fisher, Chair

Vincent Chomeau
Vincent Chomeau

David Enigl
David Enigl

Richard Virlee
Richard Virlee

Jon Koch
Jon Koch

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve Adopted

1st _____ Delected

2nd _____

Yes: 11 No: 3 In-voice: 0 Exc: 0

Reviewed by: _____ Corp. Counsel

Reviewed by: _____ Administrator

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 27th day of August, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

COUNTERSIGNED

David Enigl
David Enigl, Chairman
Door County Board of Supervisors

Effective Date: _____

Notes: Existing Door County Comprehensive Zoning Ordinance language is in black font. Changes which were presented for public hearing are shown in red font. Modifications recommended by the Resource Planning Committee from what was proposed for public hearing are shown in green font. "Strikethrough" function indicates text is to be deleted.

CHAPTER 4

PARTICULAR USE REQUIREMENTS

4.07 Outdoor recreational uses requirements.

(2) Campgrounds and trailer camps.

~~(a) Each recreational vehicle, trailer, or camp site shall be plainly marked and surfaced with gravel, asphalt, or other material to free the site of mud.~~

~~(ea) The minimum size of a recreational vehicle park, trailer park or campground shall be 5 acres, except that in the Heartland-3.5, Heartland-5, Heartland-10 and Countryside-5 districts the minimum size shall be 20 acres. (Amended: 27 February 2007; Ord. No. 2007-04; Effective 12 March 2007)~~

~~(hb) Each recreational vehicle park, trailer park, or campground shall be screened from adjacent properties and public and private roads by means of a vegetative screening, as described in s. 3.10(4), landscape buffer tree requirements, along all lot lines. Such requirement may be waived by the Land-Use Services Director Resource Planning Committee, upon referral and recommendation by the Zoning Administrator, if existing woody vegetation is such that the screening objective is or will be achieved. (Amended: 27 March 2018; Ord. 2018-07)~~

(kc) Existing ordinance language:

One dwelling unit to be occupied by the owner and not more than one additional dwelling unit to be occupied by the manager shall be allowed in a campground.

Language proposed for public hearing:

One dwelling unit to which may be occupied year-round by the owner and not more than one additional dwelling unit to which may be occupied year-round by the manager shall be allowed in a campground.

Modified version recommended by Resource Planning Committee:

One dwelling unit to be occupied by the owner and not more than one additional dwelling unit to be occupied by the manager shall be allowed in a campground. One or both dwelling units may be occupied year-round by the owner and/or manager.

~~(bd) The maximum number of recreational vehicle, trailer, or camp sites shall be 45 10 per acre.~~

(e) Camp sites that may potentially accommodate camping cabins shall be designated on the campground site plan. Camping cabins may be placed on a maximum of 20% of the total number of proposed camp sites within a campground. Camping cabins may be wired for electricity and may contain plumbing for toilets, sinks, and bathtubs/showers.

(gf) ~~All recreational vehicle, trailer, or camp sites shall meet the required setbacks from roads, the required setback for accessory structures and from the ordinary high water mark, and shall be located at least 50 feet from all exterior lot lines.~~

(dg) ~~The minimum dimensions of a recreational vehicle, trailer, or camp site shall be 25 feet wide by 40 feet long.~~

(e) ~~Each recreational vehicle, trailer, or camp site shall be separated from other recreational vehicle, trailer, or camp sites by at least 15 feet.~~

(fh) ~~There shall be 2 off-street parking spaces for each recreational vehicle, trailer, or camp site.~~

(i) ~~An application for a campground permit shall include any camping cabins and potential future sheds, decks, or patios in the impervious surface ratio calculation for the campground.~~

(j) ~~Seasonal campsites~~ Camping units shall be allowed subject to the following:

~~3. 1. A seasonal camping unit shall be considered a temporary dwelling under Wisconsin Administrative Code HFS 178.03(17) and shall not be occupied by the same individual for more than eight continuous months in any 12-month period. However, a camping unit may remain on an individual campsite for an entire 12-month period. Wheels and tires shall remain in the in-transit position. (Amended: 17 December 2002; Ord. 18-02) (Amended: 20 Sept. 2016; Ord. 2016-14)~~

~~4. 2. No more than one wheeled camping unit or one shelter unit shall be allowed on any individual campsite, except that the number of tents per campsite shall not be limited. In addition to these facilities, a tent may be erected to serve as an auxiliary shelter, but shall not be erected for a period of more than 14 consecutive days.~~

~~2. 3. A seasonal camping unit shall not exceed 400 square feet in floor area in its furthest extended position. (Amended: 17 December 2002; Ord. 18-02)~~

~~5. 4. A wooden deck may be provided adjacent to a camping unit subject to the following: A maximum of up to two unenclosed decks and/or patios may be allowed per campsite provided neither exceeds more than 256 square feet. One temporary canvas screen room shall be allowed on one deck or~~

patio.

- a. ~~The deck shall not exceed 256 square feet in area.~~
- b. ~~The deck may be enclosed by open railings, but shall not have built-in benches or tables.~~
- c. ~~The deck shall not have a permanent foundation in the ground.~~

~~6. A camping unit and deck may only be skirted with lattice; however, solid skirting may be installed immediately adjacent to the tires.~~

5. Canvas screen rooms or awnings shall be allowed.

~~4. 6. No porches, lean-tos, or additions shall be constructed onto or immediately adjacent to a camping unit.~~

7. One storage shed shall be allowed per on each campsite. Said shed shall not exceed 80 square feet in floor area. Living quarters within a storage shed shall be prohibited.

~~8. One wood platform serving as the base for a temporary screen house not to exceed 256 square feet (16' x 16'). (Added: 27 May 2003; Ord. No. 04-03)~~

~~9. Any camping unit located on a campsite as of January 1, 1993, which fails to meet the dimensional provisions of subd. 2, shall be allowed to remain on the individual campsite, but shall not be added onto, extended or structurally altered. Sheds, decks, roof structures, lean-tos, porches, or other structures located on a campsite as of January 1, 1993, which fail to meet the provisions of subd. 4, 5, 6, or 7, shall be allowed to remain on the individual campsite until January 1, 2003, but shall not be added onto, extended, or structurally altered.~~

~~(j) A shelter unit may be located on an individual campsite provided it is designed only to protect occupants from the elements and does not have a permanent water supply, a sewage system, electricity, or heating and cooking facilities. The shelter unit shall not exceed 400 square feet in total floor area and shall not be rented to a camping party for a term exceeding 30 consecutive days. (Amended: 17 December 2002; Ord. 18-02)~~

(3) Camping.

(b) Camping on a lot by one camping party including the landowner or by one camping party with the landowner's written permission shall be allowed without issuance of a regular zoning permit, subject to the following:

5. Camping shall not exceed ~~45 consecutive days nor more than~~ a total of 30 days in any calendar year.

Chapter 13, Definitions

Campground: Any parcel or tract of land owned by a person, the state or a local government unit which is designed, maintained, intended or used for the purpose of providing camp sites offered with or without charge for temporary overnight sleeping accommodations nonpermanent overnight use by 4 or more camping units, or by one to 3 any number of camping units if the parcel or tract of land is represented as a campground.

Camping: The use of a temporary shelter for sleeping purposes, overnight sleeping accommodations. Examples of shelters accommodations used for camping include camping units, tents, camping trailers, motor homes, recreational vehicles, tarpaulins, bed rolls, and sleeping bags. (Amended: 1 December 1996; Ord. 31-96)

Camping Cabin: A building or other structure that is 400 square feet or less in area. A camping cabin includes a yurt, but does not include a tent or recreational vehicle.

Camping Party: Any individual or camping family or a group consisting of not more than 6 persons who are 7 years of age or older provided that such individual, family, or group is engaging in camping.

Camping Unit: Any single temporary shelter 400 square feet or less in area, except sleeping bags, bed rolls, and hammocks, used for camping by a camping party. Camping units include recreational vehicles, camping trailers, tents, motor homes, park models, camping cabins, and yurts.

Recreational Vehicle: A vehicle that has walls of rigid construction, does not exceed 45 feet in length, is designed to be towed upon a highway by a motor vehicle or has a motor of its own, and is equipped and used, or intended to be used primarily for temporary or recreational human habitation.

Trailer Camp: Any privately or publicly owned parcel or tract of land designed, maintained, intended, or used for the purpose of supplying accommodations for use by trailers or recreational vehicles on a temporary basis, open to the public and designated as a trailer camp area.



DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2019 – 09
AMENDMENT TO THE ZONING MAP OF CLAY BANKS**

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD		<input checked="" type="checkbox"/>		
BACON		<input checked="" type="checkbox"/>		
BULTMAN		<input checked="" type="checkbox"/>		
CHOMEAU		<input checked="" type="checkbox"/>		
D. ENGLEBERT		<input checked="" type="checkbox"/>		
R. ENGLEBERT		<input checked="" type="checkbox"/>		
ENIGL		<input checked="" type="checkbox"/>		
FISHER		<input checked="" type="checkbox"/>		
GUNNLAUGSSON		<input checked="" type="checkbox"/>		
HALSTEAD		<input checked="" type="checkbox"/>		
KOCH		<input checked="" type="checkbox"/>		
KOHOUT			<input checked="" type="checkbox"/>	
LIENAU		<input checked="" type="checkbox"/>		
LUNDHIL		<input checked="" type="checkbox"/>		
MEINAS		<input checked="" type="checkbox"/>		
MORTON		<input checked="" type="checkbox"/>		
ROBILLARD		<input checked="" type="checkbox"/>		
District JJ		<input checked="" type="checkbox"/>		
VIRLEE		<input checked="" type="checkbox"/>		
VLIES WOTACHEK		<input checked="" type="checkbox"/>		
WAIT		<input checked="" type="checkbox"/>		

1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
 2 Wisconsin Statutes, does hereby ordain an amendment to the detailed zoning
 3 map of the Town of Clay Banks to rezone 3.5 acres of the existing 38.56-acre
 4 parcel currently in the Exclusive Agricultural (EA) zoning district as follows:
 5 0.48 acres to be rezoned to Commercial Center (CC) and 3.02 acres to be
 6 rezoned to Heartland-3.5 (HL3.5):

7
 8 Portions of Tax Parcel # 006-00-31262632A, situated in the Town of Clay
 9 Banks, County of Door, State of Wisconsin, and more particularly described
 10 in *Exhibit A* (site plan and legal descriptions), attached hereto and
 11 incorporated herein by reference.

12 *See also the map attached hereto and incorporated herein by reference.*

13 Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall
 14 become effective upon passage.

15
16
17
18

SUBMITTED BY:
Resource Planning Committee

Kenneth Fisher
 Kenneth Fisher, Chair

V Chomeau
 Vinni Chomeau

David Enigl
 David Enigl

Richard Virlee
 Richard Virlee

Jon Koch
 Jon Koch

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve Adopted

1st *Fisher* Defeated

2nd *Chomeau*

Yes: 20 No: 0 Exc: 1

Reviewed by: *Kenneth Fisher*, Asst. Corp. Counsel
 Reviewed by: *[Signature]*, Administrator

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 26th day of September, 2019 by the Door County Board of Supervisors.

Jill M. Lau
 Jill M. Lau
 County Clerk, Door County

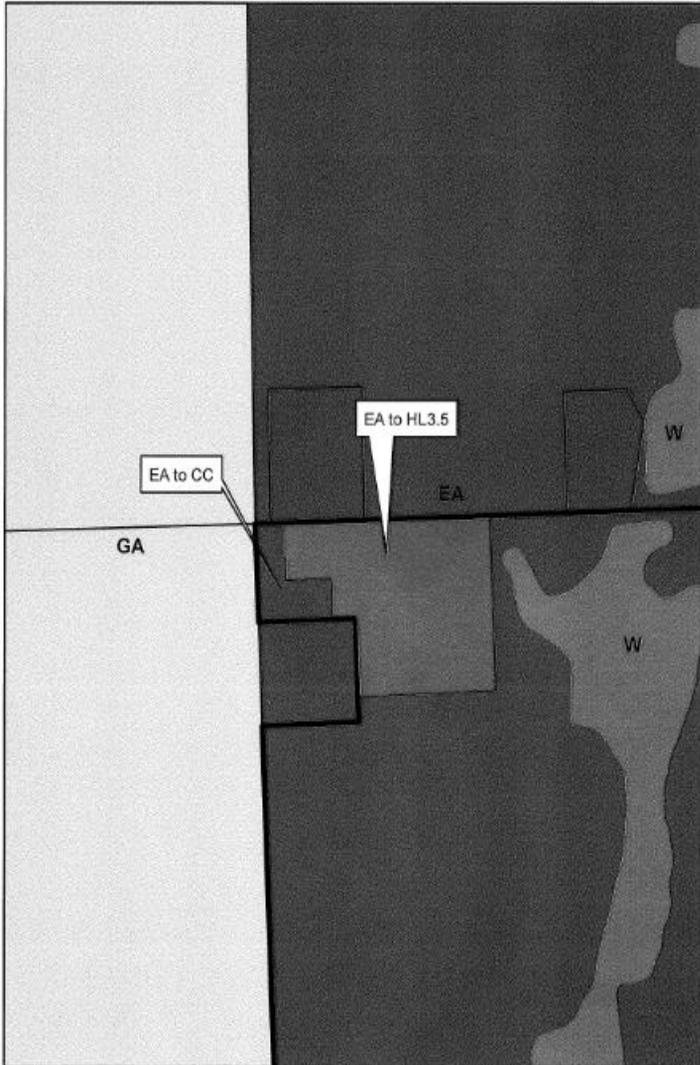
COUNTERSIGNED
[Signature]
 David Liensu, Chairman
 Door County Board of Supervisors

Effective Date: 9/26/19

Attachment to Ordinance #2019-09

Rosewood Dairy, Inc.: 006-00-31262632A

Proposed Re-Zoning: 0.48-acres Exclusive Agricultural (EA) to Commercial Center (CC) and 3.02-acres Exclusive Agricultural (EA) to Heartland 3.5 (HL3.5)





DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2019 – 10
AMENDMENT TO THE ZONING MAP OF SEVASTOPOL**

ROLL CALL (Board Members)	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUINNAUGSSON	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOUT			✓
LIENAU	✓		
LUNDWHL	✓		
NEIRAS	✓		
NORTON	✓		
ROBILLARD	✓		
District J3			
VIRLEE	✓		
VILIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION
Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted
 1st: Fisher Deleted:
 2nd: Koch
 Yes: 10 No: 0 Exc: 1

Reviewed by: [Signature] Asst. Corp. Counsel
 Reviewed by: [Signature] Administrator

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 29th day of September, 2019 by the Door County Board of Supervisors.

[Signature]
 Jill M. Lau
 County Clerk, Door County

COUNTERSIGNED
[Signature]
 David Lienau, Chairman
 Door County Board of Supervisors

Effective Date: 9/29/19

1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
 2 Wisconsin Statutes, does hereby ordain an amendment to the detailed zoning
 3 map of the Town of Sevastopol to rezone a 0.652-acre parcel from
 4 Countryside (CS) to Commercial Center (CC):
 5

6 Tax Parcel # 022-02-28282644C, situated in the Town of Sevastopol,
 7 County of Door, State of Wisconsin, and more particularly described in
 8 *Exhibit A* (Tax Parcel # 022-02-28282644C described with Quit Claim Deed
 9 recorded on October 17, 2002, Doc. # 637837), attached hereto and
 10 incorporated herein by reference.

11 *See also the map attached hereto and incorporated herein by reference.*
 12

13 Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall
 14 become effective upon passage.
 15
 16
 17

SUBMITTED BY:
Resource Planning Committee

[Signature]
 Kenneth Fisher, Chair

[Signature]
 Vinni Chomeau

[Signature]
 David Enigl

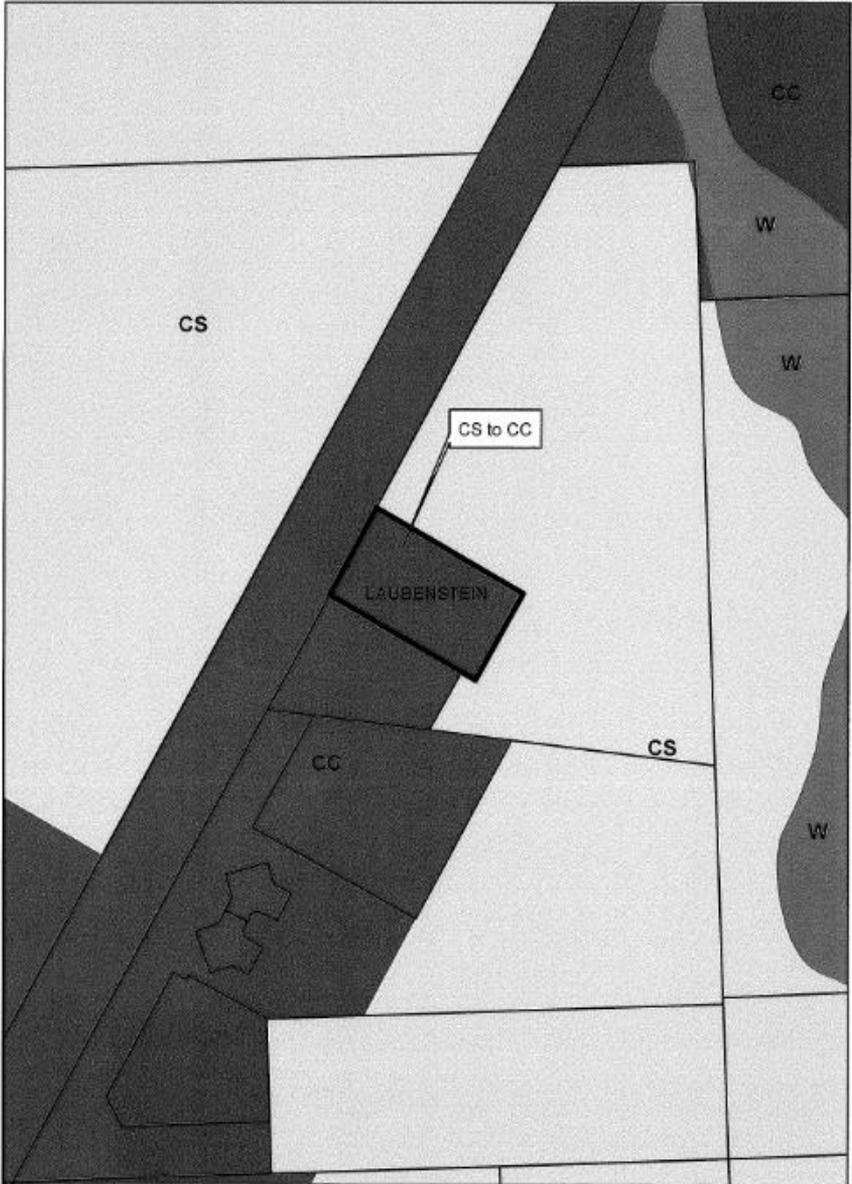
[Signature]
 Richard Virlee

[Signature]
 Jon Koch

Attachment to Ordinance #2019-10

Laubenstein: #022-02-28282644C

Proposed Re-Zoning: Countryside (CS) to Commercial Center (CC)





DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2019 – 11
AMENDMENT TO THE ZONING MAP OF LIBERTY GROVE**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	<input checked="" type="checkbox"/>		
BACON	<input checked="" type="checkbox"/>		
BULTMAN	<input checked="" type="checkbox"/>		
CHOMEAU	<input checked="" type="checkbox"/>		
D. ENGLEBERT	<input checked="" type="checkbox"/>		
R. ENGLEBERT	<input checked="" type="checkbox"/>		
ENIGL	<input checked="" type="checkbox"/>		
FISHER	<input checked="" type="checkbox"/>		
GUNNLAUGSSON	<input checked="" type="checkbox"/>		
HALSTEAD	<input checked="" type="checkbox"/>		
KOCH	<input checked="" type="checkbox"/>		
KOHOUT			<input checked="" type="checkbox"/>
LJENAU	<input checked="" type="checkbox"/>		
LUNDAHL	<input checked="" type="checkbox"/>		
NEINAS	<input checked="" type="checkbox"/>		
NORTON	<input checked="" type="checkbox"/>		
ROBILLARD	<input checked="" type="checkbox"/>		
DISTRICT 13	<input checked="" type="checkbox"/>		
VIRLEE	<input checked="" type="checkbox"/>		
VLES WOTACHEK	<input checked="" type="checkbox"/>		
WALT	<input checked="" type="checkbox"/>		

BOARD ACTION
Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted
 Deleted

1st: Fisher
 2nd: Koch

Yes: 20 No: Exc: 1

Reviewed by: [Signature], Corp. Counsel
 Reviewed by: [Signature], Administrator

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 26th day of September, 2019 by the Door County Board of Supervisors.

[Signature]
 Jill M. Lau
 County Clerk, Door County

COUNTERSIGNED
[Signature]
 David Chomeau, Chairman
 Door County Board of Supervisors

Effective Date: 9/26/19

- 1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
- 2 Wisconsin Statutes, does hereby ordain an amendment to the detailed zoning
- 3 map of the Town of Liberty Grove to rezone a 2.75-acre parcel from Heartland-
- 4 3.5 (HL3.5) to Mixed Use Commercial (MC);
- 5
- 6 Tax Parcel # 018-01-18312814B, situated in the Town of Liberty Grove,
- 7 County of Door, State of Wisconsin, and more particularly described in
- 8 *Exhibit A* (Quit Claim Deed, recorded on April 19, 2011, Doc. # 748809),
- 9 attached hereto and incorporated herein by reference.
- 10
- 11 *See also the map attached hereto and incorporated herein by reference.*
- 12
- 13 Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall
- 14 become effective upon passage.
- 15
- 16

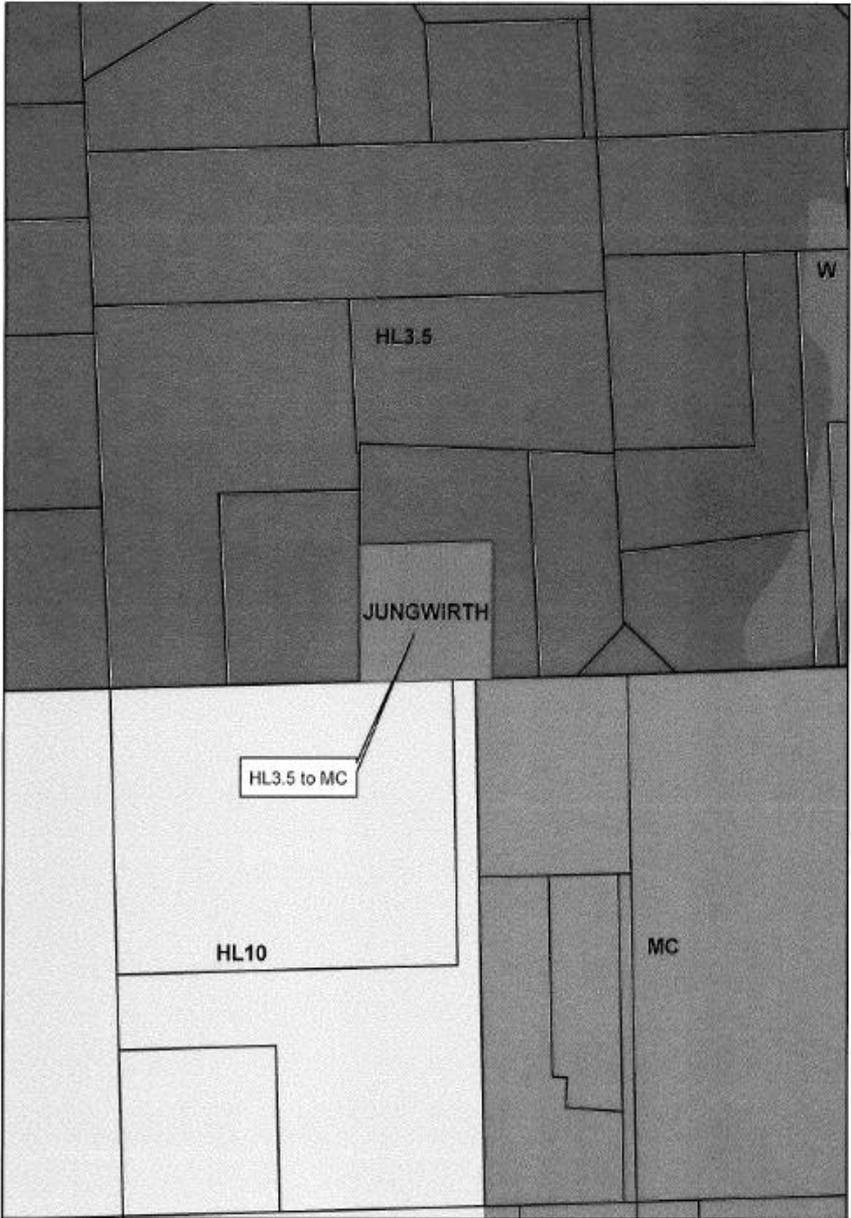
SUBMITTED BY:
Resource Planning Committee

[Signature] Kenneth Fisher, Chair
[Signature] Vinni Chomeau
[Signature] David Enigl
[Signature] Jon Koch
[Signature] Richard Virlee

Attachment to Ordinance #2019-11

Jungwirth: 018-01-18312814B

Proposed Re-Zoning: Heartland 3.5 (HL3.5) to Mixed Use Commercial (MC)





DOOR COUNTY

Ordinance No. 2019-12

AMENDMENT OF CHAPTER 12 DOOR COUNTY CODE

THE DOOR COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, The Facilities and Parks Committee has reviewed and recommends creation of Sub-Chapter 12.06, Door County Code; *and*

WHEREAS, Sub-Chapter 12.06, Door County Code, entitled *Portable Ice Fishing Shelters*, is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD THAT, Sub-Chapter 12.06, Door County Code is hereby created as reflected in Exhibit A.

BE IT FURTHER ORDAINED THAT, This amendatory ordinance shall be in full force and effect from and after its enactment and publication.

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN		X	
CHOMEAU	X		
D. ENGLEBERT		X	
R. ENGLEBERT	X		
ENIGL		X	
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH		X	
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS		X	
NORTON	X		
ROBILLARD		X	
VIRLEE	X		
VILIES WOTACHEK	X		
WAIT	X		
	15	6	

BOARD ACTION
Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Austad
2nd: Fisher

Yea: 15 No: 6 Exc: 0

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

Certification:
Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 29th day of October, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

COUNTERSIGNED
David Liense
David Liense, Chairman,
Door County Board of Supervisors

SUBMITTED BY:
FACILITIES & PARKS COMMITTEE

Dan Austad Dan Austad, Chair
Ken Fisher Ken Fisher
Richard Virlee Richard Virlee
Randy Halstead Randy Halstead
Helen Bacon Helen Bacon
Susan Kohout Susan Kohout
Roy Englebert Roy Englebert

12.06 – Portable Ice Fishing Shelters

A. Definition

1. "Ice Fishing Shelter" ... Shall be construed to include any building, fish shanty, vehicle, tent, or similar enclosure that may be used on the ice for fishing purposes.
2. "Portable" ... Capable of being moved or transported.

B. Off Ice Regulations

1. No person shall locate, place or store a portable fishing shelter within a Door County Park, unless the portable fishing shelter is registered and posted as set forth hereinafter.
2. Any person intending to locate, place or store a portable fishing shelter within a Door County Park shall:
 - a) file a (completed and executed) application for a portable fishing shelter registration number and permit with the Door County Facilities and Parks Department; and
 - b) concurrently pay a thirty-five-dollar (\$35.00) application fee for a seasonal portable ice fishing shelter permit.
3. Upon submission of a completed and executed application and payment of the fee, provided there is space available, the Facilities and Parks Department will issue a permit and registration number to the applicant to be used only by the applicant for the applicant's portable fishing shelter.
4. The registration number shall be clearly displayed on the outside of the portable fishing shelter at all times it is located, placed or stored on Door County Park property.
5. All portable ice fishing shelters must be removed from Door County Parks property by March 1 of each year.
6. Any portable ice fishing shelter left after March 1 of each year may be removed and disposed of by Door County. All costs of such removal and disposition shall be paid by the person in whose name the portable ice fishing shelter was registered. Such costs shall be in addition to any forfeitures, costs, fees, and surcharges imposed for failure to timely remove the shelter.

C. Enforcement and Penalties.

1. Forfeiture of not less than one-hundred-dollars (\$100.00) for each day of continued violation, plus applicable costs, fees, and surcharges.
2. Issuance of a citation as set forth in Chapter 35 Door County Code.

D. Non-Exclusivity.

1. The adoption and authorization for use of a citation under this section shall not preclude the governing body from adopting any other ordinance or providing for the enforcement of any other law or ordinance relating to the same or any other matter.
2. The issuance of a citation under this section shall not preclude the proceeding under any other ordinance or law relating to the same or any other matter.
3. The proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this section.

This ordinance shall be in full force and effect from and after its enactment and publication.



DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2019-13
AMENDMENT TO THE TEXT OF THE DOOR COUNTY
COMPREHENSIVE ZONING ORDINANCE**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD		X	
HEIM PETER	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LINDAHL	X		
NEJAS	X		
NORTON	X		
ROBILLARD	X		
VIRLEE	X		
VILIES WOTACHEK	X		
WATT	X		
	20	1	

1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
2 Wisconsin Statutes, does hereby amend the Door County Comprehensive
3 Zoning Ordinance to read as follows:

4
5 *See Attachment, incorporated herein as if fully set forth.*

6
7 Pursuant to Section 59.69(5)(e).6., Wisconsin Statutes, this ordinance shall
8 become effective upon passage.
9

**SUBMITTED BY:
Resource Planning Committee**

Kenneth Fisher
Kenneth Fisher, Chair

David Enigl
David Enigl

Jon Koch
Jon Koch

Vinni Chomeau
Vinni Chomeau

Richard Virlee
Richard Virlee

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum.

Motion to Approve Adopted Defeated

1st Enigl Defeated

2nd Koch

Yes: 20 No: 1 Exc: 0

Reviewed by: [Signature] - Corp. Counsel

Reviewed by: _____ - Administrator

Certification:

I, Jill M. Lay, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 29th day of October, 2019 by the Door County Board of Supervisors.

Jill M. Lay
Jill M. Lay
County Clerk, Door County

COUNTERSIGNED:

[Signature]
Darin Lintala, Chairman
Door County Board of Supervisors

Effective Date: 10-29-19

**Resource Planning Committee
Door County Comprehensive Zoning Ordinance Proposed Text Amendments
September 27, 2019**

The Resource Planning Committee is petitioning to amend Chapter 8, Signs, and sign-related sections in Chapters 3, 4, 11, and 13 in order to ensure compliance with state and federal law. The version of Chapter 8 shown immediately below would replace the existing version of the chapter, provided at the end of this packet for reference.

Chapter 8: Signs

8.01 Authority Cited. All references to Wisconsin Statutes, Wisconsin Administrative Codes, Wisconsin DOT manuals, and Federal regulations herein include such in effect as of the date this Chapter was enacted or as thereafter amended.

8.02 Findings, Purpose and Intent, and Severability.

- (1) Signs provide a medium through which individuals may convey a variety of messages.
- (2) Signs can: adversely affect public health, safety or welfare (e.g., signs that are structurally inadequate; signs that are indiscriminately placed; signs that obstruct views; signs that confuse or distract motorists, bicyclists or pedestrians; signs that interfere with official directional, regulatory or warning signs; and signs with inappropriate types of illumination); displace alternative uses for land; clutter the landscape; adversely affect aesthetic and visual resources; negatively impact (be a detriment to) property values; and pose other problems that legitimately calls for rigorous regulation.
- (3) The purpose of these regulations is to:
 - (a) Promote health, safety, morals, and general welfare.
 - (b) Further traffic (vehicle, pedestrian, and bicycle) safety and other public safety interests and goals.
 - (c) Preserve and enhance the aesthetic character of Door County.
 - (d) Prevent, reduce, or eliminate blight.
 - (e) Protect property values.
 - (f) Regulate the color, condition, construction, duration (e.g., time restrictions on

signs), form, height, illumination (e.g., distinguish between lighted and unlighted signs), location (e.g., distinguish between on-premise and off-premise signs, signs placed on private property and public property, and signs placed on commercial and residential property), maintenance, construction materials, movement, nature (e.g., distinguish between signs with fixed messages and electronic signs with messages that change), number (e.g., number of signs allowed per mile of roadway), portability, repair, size, and type of signs.

(g) Allow for adequate communication through signage, while mitigating or eliminating the negative impacts of signs.

(h) Reflect and support development patterns of the various zoning districts and comprehensive plan-designated core areas.

(i) Allow adequate and effective dimensional and other physical sign characteristics that protect public safety and provide for the needs of motorists and pedestrians where signs are viewed from a street or roadway.

(4) These regulations are to be interpreted in a manner consistent with the First Amendment guarantee of free speech.

(5) If any provision of this chapter is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of other provisions of this article that can be given effect without the invalid provision.

8.03 Substitution Clause. Notwithstanding any provision of this chapter to the contrary, to the extent that this chapter allows a sign containing commercial copy, it shall allow a noncommercial sign to the same extent. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this chapter.

8.04 Applicability.

(1) Unless exempted below in (2), any sign altered, erected, located, maintained, moved, or reconstructed after the effective date of this chapter shall conform with all provisions of this chapter.

(2) Exemptions. The following are exempt from all provisions of this chapter:

(a) Municipally erected traffic and parking signs.

(b) Government and other official signs, including:

1. Directional and other official signs, as authorized and in accordance with §84.30(3)(a), Wis. Stats.; §Trans 201.05 Wis. Admin. Code; and Highway Maintenance Manual 09-05-01, Wisconsin Department of Transportation (WisDOT).
2. Tourist Oriented Directional signs, as authorized and in accordance with §86.196(1)(a), Wis. Stats., and §Trans 200.08, Wis. Admin. Code.
3. Guidance signs (white arrowboard signs) on State Highways 42 and 57, as authorized and in accordance with §Trans 200.03, Wis. Admin. Code.
4. Community wayfinding and trailblazing signs, as authorized and in accordance with 2-15-6, Traffic Engineering, Operations & Safety Manual, Wisconsin Department of Transportation (WisDOT).
5. Civic display signs and temporary banners, as authorized and in accordance with 13-12-1, Traffic Engineering, Operations, and Safety Manual, Wisconsin Department of Transportation (WisDOT).

(c) Signs and sign supporting structures located completely within an enclosed building, and not exposed to view from the outside.

(d) Seasonal, holiday, or other temporary decorations.

(e) Flags that have been adopted by the federal, state, or local government.

(f) Flags that are monochrome in color.

(g) Flags on lots with only a long-term residential use.

(h) Signs and sign supporting structures that cannot be seen from a public or private roadway right-of-way, public property, or navigable water.

8.05 Prohibited. The following are unlawful and prohibited:

(1) Abandoned or discontinued signs.

(a) Any sign that has been abandoned or discontinued (See: §TRANS

201.10(2)(f), Wis. Admin. Code) shall be removed by the owner or lessee of the property upon which the sign is located, unless the sign's message is changed in compliance with this Ordinance. Such removal or change of message shall be completed within one (1) year of the date upon which it becomes an abandoned or discontinued sign.

(b) If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner sixty (60) days written notice to remove said sign or change its message in compliance with this Ordinance. Upon failure to comply with this notice, the owner or lessee of the property upon which the sign is located shall be subject to prosecution and penalties as provided in Chapter 12, Enforcement.

- (2) Animated signs, flashing signs, or signs that scroll or flash text or graphics, except for government signs, traffic lights, signs, or signals. This prohibition shall include but not be limited to electronic, variable message, and multiple message signs.
- (3) Inflatable devices or balloon signs.
- (4) Interactive signs.
- (5) Mechanical movement signs, including but not limited to revolving signs, propellers, and search lights.
- (6) Off-premise signs, except for as otherwise exempted from this ordinance in s. 8.04(2), exemptions.
- (7) Reflective signs or signs containing mirrors.
- (8) Signs incorporating beacon lighting.
- (9) Signs placed on or over the roof of a building.
- (10) Signs that are painted or drawn on or affixed to rocks, trees, or other natural features.
- (11) Signs that contain, consist of, or have attached pennants, ribbons, streamers, strings of light bulbs, spinners, or other similarly moving devices that may move or swing as a result of wind pressure.
- (12) Signs that exhibit statements, words, or pictures of obscene or pornographic images, language, or subjects.
- (13) Signs that obscure or otherwise interfere with the effectiveness of an official

traffic control sign, signal, or device.

- (14) Signs that are of a size, location, movement, coloring, or manner of illumination that may be confused with or construed as an official traffic control sign or device.
- (15) Signs that obstruct clear visibility of traffic along any public road or intersection of roads or driveways, or obstruct or interfere with the driver's view of approaching, merging, or intersecting traffic.
- (16) Signs advertising activities that are illegal under federal, state, or local laws or regulations.
- (17) Signs that are structurally unsafe or in disrepair.
- (18) Signs that emit smoke, visible vapors, particulate matter, sounds, or odors or contain open flames.
- (19) Signs that prevent free ingress or egress from any door, window, or fire escape, or that prevent free access from one part of a roof to any other part. No sign other than a safety sign shall be attached to a standpipe or fire escape.
- (20) Vehicular signs. This prohibition does not include signs affixed, displayed, or painted on vehicles that are primarily and actively used for purposes of transportation.

8.06 General Regulations.

- (1) Signs shall be maintained in safe condition and good repair at all times so that all sign information is clearly legible.
- (2) Sign face area. Except as may be otherwise regulated elsewhere in this chapter, no sign face shall be more than 24 square feet in area.
 - (a) Sign area shall be measured as the entire surface area of a sign display face upon which copy could be placed; or, if no background or frame, the total area of the smallest rectangle or rectangles that can encompass all words, letters, figures, emblems, and any other element of the sign's message. When a sign has more than one display face, the combined surface area of all display faces that can be viewed simultaneously shall be considered the sign face area.
 - (b) Signs that consist of, or have attached to them, one or more three-dimensional or irregularly-shaped objects, shall have a sign area of the sum of two adjacent vertical sign faces of the smallest cube encompassing the sign or object.

- (c) Two-face signs. Each face may be up to 24 square feet, except that when the interior angle formed by the faces is greater than 45 degrees, or the faces are greater than 18 inches apart, all sides of such sign shall be considered in calculating the sign area.

(3) Sign placement.

- (a) Signs shall pertain to an individual, entity, or activity conducted on the property upon which the sign is located and shall be located within the area bounded by the buildings, driveways, and parking areas in which the activity is conducted or within 50 feet of that area.
- (b) No portion of a sign shall be located within or over a right-of-way, except for local arrowboard signs as may be allowed in s. 8.06(7), local arrowboard signs.
- (c) No freestanding or portable sign shall be placed on or over a sidewalk.

(4) Sign illumination.

- (a) No sign may be so illuminated that it interferes with the effectiveness of or obscures an official traffic sign, device, or signal.
- (b) Illuminated signs that are not effectively shielded as to prevent beams or rays of light from being directed at any portion of the traveled ways and that are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle, or that otherwise interfere with any driver's operation of a motor vehicle, are prohibited. Glare control shall be achieved primarily through the use of such means as cutoff fixtures, shields, and baffles, and appropriate application of fixture mounting height, wattage, aiming angle, and fixture placement. Vegetation screens shall not be employed to serve as the primary means for controlling glare.
- (c) Internal illumination, including neon lighting, must be static in intensity and color.
- (d) External illumination shall be by a steady, stationary light source static in color; shielded; and directed either downward or solely at the sign.

(5) Freestanding Signs.

- (a) No freestanding sign shall be greater than 20 feet in height as measured from the ground to the top of the sign.

- (b) Freestanding signs shall be located at least 5 feet from all side lot lines.
- (c) Sign spacing. The spacing between sign structures shall be measured as a straight-line distance between the closest edges of each sign.

(6) Incidental signs.

- (a) Incidental signs that display general site information, instructions, directives, or restrictions that are primarily oriented to pedestrians and motor vehicle operators who have entered a property from a public or private right-of-way are allowed in all zoning districts.
- (b) Incidental window signs displaying information such as hours of operation, credit institutions accepted, commercial and civic affiliations, and similar information primarily oriented to pedestrians are allowed in all zoning districts.
- (c) An incidental sign shall not exceed 3 square feet in sign face area.
- (d) Incidental signs shall be informational only and shall not contain a commercial message.

(7) Local arrowboard signs.

- (a) Local arrowboard signs may be permitted where a change in travel direction is required. A local arrowboard sign that indicates that a use is straight ahead may be permitted only where the person seeking the use might normally follow a main travel route.
- (b) Local arrowboard signs may be allowed in road rights-of-way subject to approval from the government entity that controls the right-of-way.
- (c) Local arrowboard signs shall only be permitted in proximity of road intersections, but shall not obstruct clear visibility of traffic along any road or intersection of roads.
- (d) There may be a maximum of one local arrowboard assembly per intersection approach in the same direction of travel.
- (e) No more than one local arrowboard sign for an individual facility shall be permitted in each direction of travel.

- (f) Local arrowboard signs shall be no larger than 7.5 inches in height and 72 inches in length.
- (8) Additional regulations pertaining to Scenic Byways (e.g., Door County Coastal Byway).
- (a) Definitions related to, standards for, and restrictions applicable to signs visible from a scenic byway (e.g., Door County Coastal Byway) include those set forth in §Trans 201.15, Wis. Adm. Code, Ch. Trans 202, Wis. Adm. Code, §§84.106 and 84.30, Wis. Stats., as now exist or hereafter amended.
 - (b) No sign visible from the main-traveled way of a highway that is a scenic byway (e.g., Door County Coastal Byway) may be erected or maintained except the following:
 - 1. Directional and other official signs. (§84.30 (3) (a), Wis. Stats. and §Trans 201.05, Wis. Admin. Code)
 - 2. Signs with messages or copy regarding the sale or lease of property upon which they are located. (§84.30 (3) (b), Wis. Stats.) Such signs shall be limited to one per property. (U.S. Code Title 23)
 - 3. Signs pertaining to an individual, entity, or activity conducted on the property upon which the sign is located shall be permitted provided the sign is located within the area bounded by the buildings, driveways, and parking areas in which the activity is conducted or within 50 feet of that area. (§Trans 201.02(9), Wis. Admin. Code)
- (9) Signs indicating a limited duration or one-time event shall be subject to the following requirements:
- (a) No more than one such sign may be erected for each event.
 - (b) Each sign shall not exceed 6 square feet.
 - (c) The sign shall be removed within 7 days after the event has ended.

8.07 Allowances and Restrictions by Use and Zoning District.

- (1) If regulations in this section conflict with regulations elsewhere in this chapter, the

more restrictive shall govern.

- (2) The allowances outlined in this section are in addition to the allowances for:
 - (a) Incidental signs,
 - (b) Signs regarding limited duration or one-time events, and
 - (c) Items exempted from this chapter's regulations.
- (3) Lots in any zoning district with only a long-term residential use shall be allowed one (1) freestanding sign, not to exceed six (6) square feet in area.
- (4) Lots in any zoning district containing a long-term residential use with a home-based enterprise and no other business establishment shall be allowed the following:
 - (a) Up to two (2) freestanding signs, not to exceed six (6) square feet in area per sign, except that properties with a home business may instead choose to have a single freestanding sign that is no larger than 12 square feet in area.
 - (b) One (1) non-illuminated portable sign no larger than 18 square feet in area.
- (5) Lots with a business establishment in non-core Single Family Residential-10,000, Single Family Residential-20,000, Single Family Residential-30,000, Small Estate Residential, Rural Residential, High Density Residential, Neighborhood Residential, or CI districts shall be allowed the following:
 - (a) Up to two (2) freestanding signs, provided one of the two is no larger than six (6) square feet and they are separated by a minimum of 15 feet, or one freestanding sign and one building sign.
 - (b) One (1) non-illuminated portable sign no larger than 18 square feet in area.
- (6) Lots with a business establishment in non-core Natural Area, Exclusive Agricultural, Prime Agricultural, General Agricultural, Countryside, Estate, and Conservation Area, Heartland-3.5, Heartland-5, Heartland-10, or Countryside 5 districts shall be allowed the following:
 - (a) Up to two (2) freestanding signs, provided they are separated by a minimum of 20 feet.

(b) Building signs, as follows:

1. No more than one (1) projecting sign is allowed per business establishment.
2. The sign face area of a wall sign shall not exceed 15 percent of the area of the side of the building to which it is attached. If more than one sign is present, the combined sign face area shall not exceed 15 percent of the area of the side of the building to which they are attached.

(c) Up to two (2) non-illuminated portable signs no larger than 18 square feet each in area.

(7) Core area lots in any zoning district with a business establishment and non-core area lots with a business establishment in Commercial Center, Mixed Use Commercial, Recreational Commercial, Light Industrial, Village Commercial, or General Commercial districts shall be allowed the following:

(a) Up to three (3) freestanding signs, provided they are separated by a minimum of 20 feet.

(b) Building signs, as follows:

1. No more than one (1) projecting sign is allowed per business establishment.
2. The sign face area of a wall sign shall not exceed 15 percent of the area of the side of the building to which it is attached. If more than one sign is present, the combined sign face area shall not exceed 15 percent of the area of the side of the building to which they are attached.

(c) Up to two (2) non-illuminated portable signs no larger than 18 square feet each in area.

8.08 Nonconforming signs.

(1) Except as specified in sub. (2), nonconforming signs may continue provided that:

- (a) The sign shall remain substantially the same.

- (b) Only customary maintenance shall be allowed, unless the sign is destroyed.
 - (c) In the event a sign is destroyed, it may be replaced as it was prior to being destroyed provided that a county zoning sign permit is issued within twelve (12) months from the date of the damage to the sign.
 - (d) Any replacement of a sign face or sign supporting structure shall be with like materials.
- (2) Non-conforming signs shall not be allowed any of the following:
- (a) Substantial change.
 - (b) Any change not considered customary maintenance.
 - (c) Replacement of a sign face or sign supporting structure with dissimilar materials.
 - (d) The conversion from a one-face sign to a two-face sign.

8.09 Permits.

- (1) Except as may be exempted in sub. (2) below, new or replacement permanent sign faces or sign supporting structures, including but not necessarily limited to building signs, freestanding signs, and local arrowboard assemblies, shall require a county zoning sign permits as provided in s. 11.02, sign permits.
- (2) The following shall not require a county zoning sign permit, but must comply with applicable sections of this chapter:
 - (a) Copy changes on signs where no sign face is being replaced.
 - (b) Freestanding signs on lots with only a long-term residential use.
 - (c) Portable signs.
 - (d) Signs regarding limited duration or one-time events, per s. 8.06(9).
 - (e) Incidental signs, including incidental window signs.
 - (f) Municipally-issued road and address signs.
 - (g) Local arrowboard signs.
 - (h) Signs along the exterior of agricultural fields where a crop is being grown. Such signs shall not exceed three (3) square feet in area each and shall be removed after the growing season.

Chapter 13: Definitions

- Definitions shown entirely in black font are existing definitions proposed to be retained "as is" and are provided for reference purposes only.
- Language in red font indicates wording or definitions to be added.
- Language in red font with "overstrike" formatting indicates existing wording or definitions to be deleted.

Apron: An ornamental base of a sign for the purpose of displaying identification of the sign owner, if different from the entity depicted on the sign face.

Awning: A cloth, plastic, or other nonstructural covering that projects from a wall for the purpose of shielding a doorway or window. An awning is either permanently attached to a building or can be raised or retracted to a position against the building when not in use.

Beacon Lighting: Any source of electric light, whether portable or fixed, the primary purpose of which is to cast a concentrated beam of light generally skyward as a means of attracting attention to its location rather than to illuminate any particular sign, structure, or other object.

Business Establishment: For the purpose of sign regulation, uses of land defined and regulated by this ordinance as Agricultural, Industrial, Miscellaneous, Outdoor Recreational, bed & breakfast establishments, boardinghouses, multiple occupancy developments, and all Commercial uses, with the exclusion of home office/studios, home occupations, and home businesses, shall be considered business establishment uses.

Copy: As defined in §84.30, Wis. Stats.: "The advertising or other information or images on a sign face created to communicate to the public."

Copy Change: As defined in §84.30, Wis. Stats.: "The process of substituting copy on a sign face, which may include removing a face and substituting another face or other processes such as painting on wood, metal, or vinyl, affixing printed paper or vinyl to the face, changing the message mechanically, or electronically changing the copy from a remote location."

Customary Maintenance: As defined in §84.30, Wis. Stats.: "Customary maintenance on a sign includes nailing, bolting, fastening, cleaning, and painting; replacing its components with equivalent or similar components; except as provided [below], replacing structural components, including upright supports; making copy changes; upgrading existing illumination for energy efficiency or worker safety; adding catwalks or handrails to address safety; installing an apron to a sign structure to display identification of the sign owner; or replacing the sign face. 'Customary maintenance' does not include repairs that involve, within a period of 36 consecutive months, replacing more than 60 percent of

the wooden upright supports of a sign or replacing more than 30 percent of the length above ground of each broken, bent, or twisted upright metal support of a sign."

Destroyed: As defined in §84.30, Wis. Stats.: "With respect to a nonconforming sign, means that upright supports are physically damaged such that, within a period of 36 consecutive months, in the case of a sign structure with wooden upright supports, more than 60 percent of the supports are broken and, under normal repair practices, would need to be replaced or, in the case of a sign structure with metal upright supports, more than 30 percent of the length above ground of each broken, bent, or twisted support would, under normal repair practices, need to be replaced."

Flag: Cloth, plastic, canvas, or other like material attached to a pole or structure and anchored along only one edge or supported or anchored at only two corners.

Holiday Decorations: Displays erected on a seasonal basis, which are non-permanent in nature, in observance of local, state or national holidays; religious holidays; cultural holidays; or other holidays.

Illumination: A source of any artificial or reflected light, either directly from a source of light incorporated in, or indirectly from an artificial source.

Legibility: The physical attributes of a sign that allow for an observer's differentiation of its letters, words, numbers, or graphics.

Local Arrowboard Assembly: A grouping or collection of local arrowboard signs on the same sign post or posts.

Long-Term Residential Use: For the purpose of sign regulation, all uses defined and regulated as Residential in this ordinance except for bed & breakfast establishments, boardinghouses, and multiple occupancy developments, shall be considered long-term residential uses.

Long-Term Residential Use With Home-Based Enterprise: For the purpose of sign regulation, long-term residential uses with home-based enterprises shall be defined as long-term residential use properties which also contain home offices/studios, home occupations, home businesses, and/or tourist rooming houses.

Message: As defined in §Trans 201.15(2)(b), Wis. Admin. Code: "anything displayed on a sign, including copy, art animations, and graphics."

Reader Board: A blank sign, either permanently mounted or on a portable stand, allowing letters to be affixed to its face so that messages may be changed by manual replacement of the letters.

Scenic Byways: As defined in §Trans. 202.02(14), Wis. Adm. Code. The Door County Coastal Byway is a scenic byway.

Sign: ~~Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify a person or entity, or to communicate information of any kind to the public and which is intended to be visible from any road or from navigable water.~~ Any device, structure, fixture, placard, painting, emblem, or visual that uses distinctive words, graphics, colors, illumination, symbols, numbers, or letters for the purpose of communicating a message or attracting attention. Sign includes the sign faces as well as any sign supporting structure.

Sign, Abandoned or Discontinued: A sign which advertises pertaining to a use that has ceased, or relates to an individual, firm, or association, profession, business, commodity, or product that no longer exists, or relates to an activity or purpose that is no longer applicable.

Sign, Address: A municipally-issued sign that designates the street number and/or street name for identification purposes.

Sign, Advertising: ~~A sign used to arouse a desire to buy a commodity or product or to patronize a business or to identify a business. (Amended: 25 June 1998; Ord. 16-98)~~

Sign, Animated: A sign depicting action, motion, or light or color changes through electrical or mechanical means.

Sign, Awning: A sign which that is constructed into, drawn on, or otherwise affixed onto an awning.

Sign, Balloon: A lighter-than-air, gas-filled balloon, tethered in a fixed location that contains a sign on its surface or attached to the balloon in any manner.

Sign, Banner: Signs made of any cloth, bunting, plastic, paper, or similar non-rigid material attached to any structure, staff, pole, rope, wire, or framing that is anchored on two or more edges or at all four corners.

Sign, Building: Any sign, including but not limited to wall and projecting signs, that is attached to and supported by a building; whether it is the wall, window, roof, awning, canopy or marquee of the building.

Sign, Directional: ~~An off-premise sign not greater than 3 square feet in sign-face area intended solely for the purpose of directing people to an establishment that is not located on a state highway. Such signs which exceed 3 square feet in sign-face area shall be considered advertising signs.~~ "Signs containing directional information about public places owned or operated by federal, state, or local governments or their agencies; publicly- or privately-owned natural phenomena, historic, cultural, scientific, educational,

and religious sites; and areas of natural scenic beauty or naturally suited for outdoor recreation, deemed to be in the interest of the traveling public." (Amended: 25 June 1996; Ord. 16-96) (§Trans 201.05(1)(h), Wis. Admin. Code)

Sign, Electronic: A sign whose message may be changed by electronic process. (§Trans 201.15, Wis. Admin. Code)

Sign Face: As defined in §84.30, Wis. Stats.: "The material components of a sign on which the advertising or other information is displayed including any trim, border, or molding."

~~**Sign-Face Area:** The entire surface area of a sign display face upon which copy could be placed; or, if no background or frame, the total area of the smallest rectangle or rectangles, which can encompass all words, letters, figures, emblems, and any other element of the sign's message. When a sign has more than one display face, the combined surface area of all display faces that can be viewed simultaneously shall be considered the sign-face area.~~

Sign, Flashing: A sign whose artificial illumination is not kept constant in intensity at all times when in use and that exhibits changes in light, color, direction, or animation.

~~**Sign, Freestanding:** Signs which have their own base of support from the ground and are not attached to a building.~~ A permanent sign supported by structures or supports that are placed on, or anchored in, the ground; and that is independent and detached from any building or other structure.

Sign, Inflatable: A sign that is an air-inflated object, which may be of various shapes, made of fluttering fabric, resting on the ground or structure, and equipped with a portable blower motor that provides a constant flow of air into the device.

Sign, Interactive: An electronic or animated sign that reacts to the behavior or electronic signals of motor vehicle drivers.

Sign, Local Arrowboard: A sign intended solely for the purpose of directing people to an establishment that requires a turn off the traveled way.

Sign, Mechanical Movement: A sign having parts that physically move rather than merely appear to move as might be found in a digital display. The physical movement may be activated electronically or by another means, but shall not include wind-activated movement such as used for banners or flags.

Sign, Multiple Message: "An outdoor advertising sign, display, or device whose messages are on triangular louvered facings and are changed by electronic rotation of the louvers." (§Trans 201.15, Wis. Admin. Code)

Sign, Neon: A sign illuminated by a neon tube, or other visible light-emitting gas tube, that is bent to form letters, symbols, or other graphics.

Sign, Nonconforming: ~~Any sign, legally established prior to the effective date of this Ordinance or subsequent amendments thereto, which does not fully comply with the requirements imposed by this Ordinance.~~ A sign lawfully in existence on the date the sign chapter of this ordinance was enacted and effective (_____, 2019) that does not conform to the provisions of this ordinance but was in compliance with the applicable regulations at the time it was constructed, erected, affixed or maintained will be regarded as nonconforming. Provided, however, a sign constructed during the period of time following the day on which the Supreme Court released its opinion in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (June 18, 2015) and the date the provisions of this ordinance were enacted and effective must not be considered a non-conforming sign unless it conformed to the regulations in effect on the day immediately preceding the release of the Supreme Court's decision in *Reed v. Town of Gilbert*.

Sign, Official: A sign "erected and maintained by public officers or public agencies within their territorial or zoning jurisdiction and pursuant to and in accordance with direction or authorization contained in federal, state, or local law for the purposes of carrying out an official duty or responsibility." (§Trans 201.05(d), Wis. Admin. Code)

Sign, Off-Premise: ~~A sign which is not located on the lot on which the individual, firm, association, profession, business, commodity, or product promoted on the sign is located.~~ A sign that pertains to goods, products, or services which are not sold, manufactured, or distributed on or from the premises or facilities upon which the sign is located or that directs attention to a specific activity, business, or event that is not situated or conducted on or from the premises or facilities upon which the sign is located.

Sign, On-Premise: A sign located on the same lot on which the individual, firm, association, corporation, profession, business, commodity, or product promoted on the sign is located.

Sign, Permanent: A sign whose intended use appears to be indefinite and that is attached or affixed to a building, window, structure, or the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal of the sign.

Sign Permit: A permit, issued by the Zoning Administrator, stating that a sign may be established, located, or altered subject to any conditions placed on the authorization and the provisions of this Ordinance.

Sign, Portable: Any sign that is visible from the road, sidewalk, or navigable water designed to be transported or moved and is not permanently attached to the ground or a structure or building, including flags not exempted from this ordinance. Portable signs

differ from signs indicating limited duration or one-time event signs in that they are intended to be displayed indefinitely, but can be easily transported and displayed in more than one location.

Sign, Projecting: A sign, generally oriented perpendicular to the face of a building wall, which is attached to a building and which extends more than 6 inches from a building wall, typically having two viewable sides.

Sign, Reflective: A sign containing any material or device that has the effect of intensifying reflected light.

Sign, Revolving: A sign that revolves in a circular motion rather than remaining stationary on its supporting structure.

Sign, Roof: A building-mounted sign erected upon, against, or over the roof of a building.

Sign Supporting Structure: Poles, posts, walls, frames, brackets, or other supports holding a sign in place.

Sign, Two-Face: A sign with two sign faces where the interior angle formed by the theoretical intersection of the faces is 45 degrees or less and the faces are 18 inches or fewer apart.

Sign, Variable Message: "An outdoor advertising sign, display or device without moving parts whose message may be changed by electronic process through the use of moving or intermittent light or lights." (§Trans 201.15, Wis. Admin. Code)

Sign, Vehicular: A sign affixed to, displayed from, or painted on a stationary motor vehicle, other vehicle, trailer, or semi-trailer.

Sign, Wall: A sign painted on a building wall and all other signs, including signs placed on or over windows, oriented parallel to the face of a building wall, which are attached to a building wall and where no part of the structure of the sign extends more than 6 inches out from a wall as measured near the points of attachment to the building, nor above the roof of the building, nor beyond the end of a wall.

Substantial Change: As defined in §84.30, Wis. Stats.: "With respect to a nonconforming sign, includes increasing the number of upright supports; changing the physical location; increasing the square footage or area of the sign face; adding changeable message capability; or adding illumination, either attached or unattached, to a sign that was previously not illuminated. 'Substantial change' does not include customary maintenance."

Substantially the Same: As defined in §84.30, Wis. Stats.: "With respect to a nonconforming sign, means that no substantial change has been made to the sign since it became nonconforming."

Tourist Rooming House: "any lodging place or tourist cabin or cottage where sleeping accommodations are offered for pay to tourists or transients. 'Tourist rooming house' does not include:

- (a) A private boarding or rooming house, ordinarily conducted as such, not accommodating tourists or transients.
- (b) A [multiple occupancy development].
- (c) Bed and breakfast establishments." (§97.01(15k), Wis. Stats.)

Visible: For the purpose of sign regulation only, "visible' means the sign, or any part of the sign structure, can be seen from the main-traveled way of a highway by a person of normal visual acuity, regardless of whether the sign is designed, erected, or intended to be read from the main-traveled way." (§Trans 201.02(12), Wis. Admin. Code)

Proposed amendments to Chapters 3, 4, and 11

- Language in black font is existing ordinance language to be retained "as is."
- Language in red font indicates wording to be added.
- Language in red font with "overstrike" formatting indicates existing wording to be deleted.

3.08 Height requirements.

(1) Height limitation. Except as provided below and in subs. (2) and (3), no building, or structure, or sign shall exceed an average of 35 feet in height above the finished grade elevation, or 37 feet in height above pre-construction grade elevation, whichever is lower. For riparian lots, (a) through (d) below shall not apply, and subs. (2) and (3) shall not apply within 75 feet of the ordinary high water mark. (Amended: 29 June 2000; Ord. 15-00; Effective 8 August 2000) (Amended: 17 April 2012; Ord. 2012-14) (Amended: 20 Sept. 2016; Ord. 2016-14)

(a) For lots with widths less than 90', no building, or structure, or sign shall exceed an average of 26 feet in height above the finished grade elevation, or 28 feet in height above preconstruction grade elevation, whichever is lower. (Amended: 29 June 2000; Ord. 15-00; Effective 8 August 2000) (Amended: 27 February 2007; Ord. 2007-04; Effective 12 March 2007) (Amended: 22 February 2011; Ord. 2011-03) (Amended: 17 April 2012; Ord. 2012-14) (Relocated from 3.08(1): 20 Sept. 2016; Ord. 2016-14)

(b) In the Village Commercial (VC) zoning district in the Town of Gibraltar, no building, or structure, or sign shall exceed an average of 28 feet in height above finished grade elevation, or an average of 30 feet in height above preconstruction grade elevation, whichever is lower. In addition, no part of a structure or building shall exceed 35 feet above finished grade elevation. (Added to s. 3.15: 22 Aug. 2006; Ord. No. 2006-16 – Effective 12 Sept. 2006) (Amended and relocated: 20 Sept. 2016; Ord. 2016-14)

(c) In the Mixed Use Commercial (MC) and Single Family Residential-20,000 (SF20) zoning districts located in the Core Area of the Town of Jacksonport, no building, or structure, or sign shall exceed an average height of 28 feet above finished grade elevation, or an average of 30 feet in height above preconstruction grade elevation, whichever is lower. (Added to s. 3.15: 29 July 2008, Ord. 2008-13) (Amended: 17 April 2012, Ord. 2012-14) (Amended and relocated: 20 Sept. 2016; Ord. 2016-14)

4.04 Commercial uses requirements.

(4) Model homes.

~~(c) No more than one on-premise sign shall be permitted. Such sign shall not exceed 4 square feet in sign face area and shall not be illuminated. No pennants, banners, flags, or similar devices shall be allowed.~~

(9) Home offices/studios. The use of a dwelling unit or accessory structure for a home office/studio shall be clearly secondary to the residential use of the property and shall not change the property's residential character. The following shall apply:

~~(k) No off-premise nor on-premise advertising signs shall be permitted.~~

(9a) Home occupations. The use of a dwelling unit or accessory structure for a home occupation shall be clearly secondary to the residential use of the property and shall not change the property's residential character. The following shall apply:

~~(k) A maximum of one on-premise advertising sign, not to be illuminated and not to exceed 4 square feet in area, shall be permitted for a home occupation. Such signs shall be authorized through issuance of a sign permit in compliance with the requirements of this ordinance. No off-premise advertising signs shall be permitted.~~

(10) Home businesses. The following shall apply.

~~(i) A maximum of one on-premise advertising sign, not to be illuminated and not to exceed 12 square feet in area, shall be permitted for a home business. Such signs shall be authorized through issuance of a sign permit in compliance with the requirements of this ordinance. No off-premise advertising signs shall be permitted.~~

(13) Family day care homes.

~~(d) Family day care homes shall be permitted no more than one sign. Such sign shall not exceed 4 square feet in sign face area and shall not be illuminated.~~

(17) Assembly Hall. An assembly hall may be authorized under this section by conditional use permit subject to the following: (Added: 5 August 2013; Ord. 2013-13)

~~5. A single on-premise sign not to exceed 24 square feet may be placed near the driveway entrance to the facility. No off-premise advertising sign shall be placed in conjunction with said facility.~~

4.06 Institutional uses requirements.

(2) Fine Arts Venue. A Fine Arts Venue may be authorized under this section by Conditional Use Permit subject to the following conditions: (Added: 28 May 2012, Ord. No. 2012-12)

~~(g) A single on-premise sign not to exceed 24 square feet may be placed near the driveway entrance to the facility. No off-premise advertising or directory sign shall be placed in conjunction with said facility.~~

4.08 Residential uses requirements.

(10) Bed and Breakfast Establishments. (Amended: 4 Nov 2011; Ord. 2011-14),

~~(e) No more than one on-premise sign shall be permitted. Except in the Single Family Residential-20,000 and Single Family Residential-30,000 districts, such sign shall not exceed 9 square feet in sign face area. In the Single Family Residential-20,000 and Single Family Residential-30,000 districts, such sign shall not exceed 4 square feet in sign face area.~~

(11) Boardinghouses. (Amended: 9 Nov. 2011; Ord. 2011-14)

~~(e) No more than one sign shall be permitted. Such sign shall not exceed 4 square feet in sign face area.~~

9.03 Nonconforming structures.

(4) Nonconforming signs. All nonconforming signs shall be subject to the provisions contained in s. 8.06-8.08, nonconforming signs. (Amended: 7 February 2001; Ord. 33-00)

11.01 Regular zoning permits.

(1) (a) 1. Signs.

Commentary: However, many types of signs require a sign permit. Refer to s. 8.06 8.09, Permits.

11.02 Sign permits.

(1) ~~Applicability. This section only applies to those signs requiring a sign permit as specified in s. 8.05 8.09, permits requirements that are erected, moved, structurally altered, or reconstructed.~~

(2) Applications.

(a) All applications for sign permits shall be made to the Zoning Administrator on forms furnished by the Door County Land Use Services Department and shall include the following:

1. Name, address, and signature of the applicant.
2. Name, address, and signature of the property owner of the site for the proposed sign, if different from the applicant.
3. Type, description, and dimensions of the proposed sign.
4. Location of building, structure, or lot to which or upon which the sign is to be attached or erected.
5. A plan, drawn at a scale which produces a clearly legible drawing, showing the following:
 - a. The spatial relationship of the proposed sign to abutting public roads and rights-of-way, private roads, and navigable water.
 - b. The spatial relationship of the proposed sign to existing structures and adjacent freestanding or projecting signs.

(b) ~~Fee. All sign permit applications shall be accompanied by a fee established by the County Board of Supervisors.~~

(c) ~~No application shall be accepted by the Zoning Administrator until unless it is complete as judged by the Zoning Administrator and until all fees established by Door County have been paid in full.~~

~~(3) Permit issuance or denial. Applications for sign permits shall be reviewed by the Zoning Administrator for compliance with the requirements of this Ordinance. If compliance is found, the sign permit shall be issued. If compliance is not found, the sign permit shall be denied and the reasons for denial stated.~~

(3) Application processing, permit issuance or denial.

- (a) Sign permit applications shall be processed in order of acceptance.
 - (b) The Zoning Administrator will review an accepted sign permit application for compliance with the requirements of this Ordinance. If compliance is found, the sign permit will be issued. If compliance is not found, the sign permit will be denied.
 - (c) A decision will be made by the Zoning Administrator whether to issue or deny the sign permit within twenty-one (21) days of a sign permit application being accepted.
 - (d) The Zoning Administrator's decision must be in writing and set forth the grounds for issuance or denial of the sign permit. In the case of permit issuance, the permit itself shall suffice as the written decision.
- (4) Expiration. All sign permits shall expire 12 months from the date of issuance. No sign shall be erected, moved, reconstructed, or altered after expiration of a sign permit, unless a new sign permit is obtained.
- (5) Termination. If a sign does not comply with the issued sign permit or this Ordinance, the sign permit shall be terminated by the Zoning Administrator.

11.07 Appeals.

(2) Processing an appeal.

~~(d) Public hearing.—The Board of Adjustment shall hold a public hearing in accordance with s. 59.694, Wis. Stats., and after a public notice has been given as provided in s. 11.09(1), notice for public hearings. At the hearing any party may appear in person or by agent or attorney. The burden of proof at all times remains with the appellant, except that in appeals of Resource Planning Committee conditional use permit decisions, the Board of Adjustment will conduct a "de novo" hearing, meaning that the conditional use permit applicant has the burden of proof. (Amended: 24 March 2015; Ord. 2015-02)~~

(d) Public hearing. (Amended: 24 March 2015; Ord. 2015-02)

1. The Board of Adjustment shall hold a public hearing in accordance with §59.694, Wis. Stats., and this Ordinance.

2. The Board of Adjustment shall, after receipt of a completed and executed petition for appeal and payment of the associated fee, fix a reasonable time for the hearing of the appeal.
3. In the case of an appeal of the issuance or denial of a sign permit, the hearing of the appeal will be held within sixty (60) days of receipt of a completed and executed petition for appeal and payment of the associated fee.
4. At the hearing any party may appear in person or by agent or attorney.
5. The burden of proof at all times remains with the appellant, except that in appeals of Resource Planning Committee conditional use permit decisions, the Board of Adjustment will conduct a "de novo" hearing, meaning that the conditional use permit applicant has the burden of proof.



DOOR COUNTY

**AMENDATORY ORDINANCE 2019-14
COUNTY HIGHWAY COMMISSIONER'S APPOINTMENT,
TERM, SUPERVISION, AND REMOVAL**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT		✓	
R. ENGLEBERT	✓		
ENIGL		✓	
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS		✓	
NORTON	✓		
ROBILLARD	✓		
VIRLEE	✓		
VLIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION
Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted Rejected

1st Gunnlaugsson 2nd Norton

Yes: 10 No: 3 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

Certification:
I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 12th day of November, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Law
County Clerk, Door County

COUNTERSIGNED
[Signature]
David Lienau, Chairman
Door County Board of Supervisors

Effective Date: _____

1 Chapter 11, Door County Code, is hereby amended to create
2 section 11.06 as follows:

3
4 **11.06 Highway Commissioner**

- 5
6 A. Appointment [§§59.18(4) & 83.01(1)(c), Wis. Stats.]
7 1. County administrator shall appoint the county highway
8 commissioner. The appointment is subject to
9 confirmation by the county board
10 2. County highway commissioner is subject only to the
11 supervision of the county administrator.
12 3. County highway commissioner may be removed at the
13 pleasure of the county administrator.
14
15 B. Term [§83.01(2), Wis. Stats.]
16 1. Term of service is indeterminate.
17 2. Subject to A.1. - 3. supra.

18
19
20 **SUBMITTED BY:
Administrative Committee**

[Signature] David Lienau, Chairman [Signature] Susan Kohout
[Signature] Ken Fisher [Signature] John Neinas
[Signature] Dan Austad [Signature] Nancy Robillard
[Signature] Joel Gunnlaugsson



DOOR COUNTY

ORDINANCE 2019-15

AMENDMENT OF §340.002 DOOR COUNTY CODE

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	<input checked="" type="checkbox"/>		
BACON	<input checked="" type="checkbox"/>		
BULTMAN	<input checked="" type="checkbox"/>		
CHOMEAU	<input checked="" type="checkbox"/>		
D. ENGLEBERT	<input checked="" type="checkbox"/>		
R. ENGLEBERT	<input checked="" type="checkbox"/>		
ENIGL	<input checked="" type="checkbox"/>		
FISHER	<input checked="" type="checkbox"/>		
GUNNLAUGSSON	<input checked="" type="checkbox"/>		
HALSTEAD	<input checked="" type="checkbox"/>		
HEIM PETER	<input checked="" type="checkbox"/>		
KOCH	<input checked="" type="checkbox"/>		
KOCHOUT	<input checked="" type="checkbox"/>		
LIENAU	<input checked="" type="checkbox"/>		
LUNDAHL	<input checked="" type="checkbox"/>		
NEJMAS	<input checked="" type="checkbox"/>		
NORTON	<input checked="" type="checkbox"/>		
ROBILLARD	<input checked="" type="checkbox"/>		
VIRLEE	<input checked="" type="checkbox"/>		
VLIES WOTACHEK	<input checked="" type="checkbox"/>		
WAET	<input checked="" type="checkbox"/>		

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve: Adopted

1st NEJMAS Defeated

2nd GUNNLAUGSSON

Yes: 21 No: 0 Exc: 0

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 17th day of December, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

COUNTERSIGNED

David Lierata
David Lierata, Chairman
Door County Board of Supervisors

Effective Date: _____

1 THE DOOR COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN
 2 AS FOLLOWS:
 3
 4 The following is an addition to Chapter 340.002 of the Door County
 5 Code entitled "Speed Limits":
 6
 7 The Highway Committee has requested a 35-Mile per Hour Speed
 8 Zone on County Trunk Highway "A", starting at the intersection of
 9 CTH "V" and CTH "A", northerly a distance of 0.5 mile to Hibbard's
 10 Creek.
 11
 12 The Door County Board of Supervisors does hereby ordain to create
 13 a thirty five mile per hour speed zone on County Trunk Highway "A",
 14 starting at the intersection of CTH "V" and CTH "A", northerly a
 15 distance of 0.5 mile to Hibbard's Creek.
 16
 17 The Door County Board of Supervisors does hereby ordain to
 18 authorize the Door County Highway Committee to erect such speed
 19 zone signs as consistent with the Wisconsin State manual of Traffic
 20 Control.
 21
 22 This ordinance shall be effective upon its adoption and publication
 23 by the Door County Board of Supervisors as provided by law.
 24

SUBMITTED BY:
HIGHWAY & AIRPORT COMMITTEE

John Neimas
John Neimas, Chairman

Joel Gunnlaugsson
Joel Gunnlaugsson

Ken Fisher
Ken Fisher

Roy Englebert
Roy Englebert

Randy Halstead
Randy Halstead



DOOR COUNTY

ORDINANCE NO. 2019-16

AMENDMENT OF CHAPTER 4.17 DOOR COUNTY CODE

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER		✓	
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VIRLEE	✓		
VILJES WOTACHEK	✓		
WAIT	✓		

The Door County Board of Supervisors does hereby ordain as follows:

WHEREAS, The Public Safety Committee has reviewed and recommends amendment of Chapter 4.17 Door County Code; and

WHEREAS, Amended Chapter 4.17 Door County Code is attached hereto as Exhibit A and incorporated herein by reference as if set forth in full;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD THAT, Chapter 4.17 Door County Code is hereby amended as reflected in Exhibit A.

BE IT FURTHER ORDAINED BY THE COUNTY BOARD THAT This Ordinance supersedes existing Chapter 4.17 Door County Code.

BE IT FURTHER ORDAINED BY THE COUNTY BOARD THAT This Ordinance shall be in full force and effect from and after its enactment and publication.

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve: Adopted Rejected

1st Englebert Debated

2nd Koch

Yea: 10 Nay: 1 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

Certification:

I, JIM M. LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 17th day of December, 2019 by the Door County Board of Supervisors.

[Signature]
 JIM M. LAU
 County Clerk, Door County

COUNTERSIGNED

[Signature]
 David Lienau, Chairman,
 Door County Board of Supervisors

Effective Date _____

**SUBMITTED BY:
Public Safety Committee**

[Signature] Joel Gunnlaugsson, Chairman

[Signature] Megan Lundahl

[Signature] David Englebert

[Signature] Laura Viljes Wotachek

[Signature] Roy Englebert

[Signature] Linda Wait

[Signature] Jon Koch

4.17 PRISONER REIMBURSEMENT TO COUNTY, MUNICIPALITY PAYMENT TO COUNTY

A. Authority:

1. This ordinance is enacted pursuant to the authority granted by law, including Sections 302.372, 302.38, 302.381, 302.383, 302.43 and 303.08 Wisconsin Statutes
2. All references to Wisconsin Statutes shall be as those Statutes presently exist or are hereafter revised.

B. Intent

1. That any person incarcerated in the Door County Jail (hereafter "Jail") shall reimburse Door County (hereafter "County") for any and all expenses incurred by reason of his or her incarceration to the extent permitted by law.
 - a. Person incarcerated includes any person confined in or sentenced to the Jail (including a probationer in custody as a condition of probation or under a probation hold) for crime.
 - b. All expenses includes, but is not limited to those, listed herein.
2. That County will take the necessary steps, including institution of any appropriate civil suit in a court of competent jurisdiction, for recovery of expenses set forth herein from the prisoner or the prisoner's estate.

C. Costs For Purposes Of Prisoner Reimbursement of Expenses to the County Include:

1. Processing fee of thirty dollars (\$30.00) per incident.
2. Prisoner transfer fee (for transfer in to or out of the Jail) of fifty dollars (\$50.00).
3. Full per person maintenance and cost of "Huber Law" prisoner's board is:
 - a. If serving a sentence arising from a conviction in Door County, nineteen dollars (\$19.00) per day.
 - b. If serving a sentence arising from a conviction in another county, twenty five (\$25.00) per day.
4. Actual per-day cost of maintaining prisoner in ordinary confinement is:
 - a. If serving a sentence arising from a conviction in Door County, five dollars (\$5.00) per day
 - b. If serving a sentence arising from a conviction in another county, fifty two (\$52.00) per day.
5. A prescription set-up fee of five dollars (\$5.00) for each prescription,
6. Cost of any medical expenses, emergency services, and/or mental health treatment paid by County for prisoner.

D. Home Detention Programs

1. Prisoners placed in a home detention program pursuant to Section 302.425 Wisconsin Statutes are required to pay the County:
 - a. A one time set-up fee of fifty dollars (\$50.00);
 - b. A daily fee of twenty dollars (\$20.00); and
 - c. All costs incurred by the County associated with monitoring the prisoner.
2. Prepayment may be required by the Sheriff as a condition of placement in a home detention program.

E. Municipality Payment to County

1. The municipality (city, village or town) shall pay the County fifty two (\$52.00) per day for a person incarcerated under Section 800.095 Wisconsin Statutes.
2. This section does not apply to persons incarcerated for violation of an ordinance related to the intoxicated use of a vehicle.

2019 RESOLUTIONS



DOOR COUNTY

Resolution No. 2019-01 REQUESTING INCREASED FUNDING AND OVERSIGHT REFORMS FOR WISCONSIN'S CHILD PROTECTIVE SERVICES SYSTEM

1 TO THE DOOR COUNTY BOARD OF SUPERVISORS:
2

3 **WHEREAS**, The Wisconsin child welfare system is county-operated and state-supervised,
4 except Milwaukee County, where the system is administered by the Wisconsin Department of
5 Children and Families (DCF), Division of Milwaukee Child Protective Services (DMCPS); and
6

7 **WHEREAS**, DCF provides insufficient funding to counties for the provision of child abuse
8 and neglect services including prevention, investigation, treatment, and out-of-home placement
9 costs, though the state has primary responsibility for compliance with federal requirements and
10 shares liability for ensuring the system is meeting its obligations to children and families in all
11 72 counties; and
12

13 **WHEREAS**, In recent years the state of Wisconsin added numerous mandates and practice
14 protections which increased county child protective services (CPS) workload and costs; and
15

16 **WHEREAS**, The opioid and methamphetamine epidemics have brought Wisconsin's child
17 welfare system to a point of crisis, with increasing concern about the system's ability to meet
18 its obligations to children and families; and
19

20 **WHEREAS**, The capacity for counties to continue to bear the lion's share of financial
21 responsibility to address this crisis has been exhausted, as rising county contributions to the
22 CPS system have far outpaced increases to the DCF Children and Family Aids allocation and
23 counties have used reserve funding to cover CPS expenses and increase staffing; and
24

25 **WHEREAS**, Maintaining sufficient resources for Wisconsin's child welfare system is critical
26 to secure the safety and future of our most vulnerable children; and
27

28 **WHEREAS**, Without a proportional increase in the DCF Children and Family Services
29 allocation, the CPS system has been stressed for over a decade, causing caseloads for CPS
30 workers to grow to unreasonable levels, contributing to high levels of staff turnover in some
31 counties and an overrun of out-of-home care costs above what counties can sustain within
32 available resources; and
33

34 **WHEREAS**, Wisconsin's CPS system leaves significant gaps in state-level oversight for all
35 counties except Milwaukee County, including the absence of caseload standards, no process
36 for regular legislative evaluation and prioritization of CPS needs and the absence of a legislative
37 committee that provides regular policy guidance concerning CPS system issues such as
38 adequate funding, performance, cost sharing and long-term stability; and
39

40 **WHEREAS**, Along with DMCPS, all eleven of Wisconsin's peer states with county-
41 administered CPS systems have either adopted caseload standards for CPS caseworkers,
42 completed thorough workload studies as a basis of determining funding needs, or otherwise
43 have made significant recommendations related to keeping CPS workloads manageable; and
44



RESOLUTION 2019-01
REQUESTING INCREASED FUNDING
AND OVERSIGHT REFORMS FOR WISCONSIN'S
CHILD PROTECTIVE SERVICES SYSTEM

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIEBAU			
LUNDHAL			
MEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
WIRLEE			
VLIES WOTACHEK			
WATT			

Voice Vote

BOARD ACTION
 Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 1st: Bacon Defeated:
 2nd: Lundahl
 Yes: _____ No: _____ Exc: _____

Reviewed by: _____ Corp. Counsel
 Reviewed by: _____ Administrator

FISCAL IMPACT: There is no additional fiscal implication with the adoption of this resolution.
 STW

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

 Jill M. Lau
 County Clerk, Door County

1 **WHEREAS**, The children within Wisconsin's CPS system are too
 2 important to allow the current level of under resourcing, oversight
 3 gaps and, disparity of attention, while shifting the burden to property
 4 taxpayers.

5 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
 6 Board of Supervisors does hereby request that the state of
 7 Wisconsin increase the Children and Family Aids Allocation to
 8 counties in the 2019-21 state biennial budget by \$30 million annually
 9 in order to cover a greater share of out-of-home care costs and
 10 increase staffing levels needed to meet the growing workload so
 11 Wisconsin's CPS system can meet its obligations.

12 **BE IT FURTHER RESOLVED**, That the Wisconsin Counties
 13 Association urges the state of Wisconsin to close critical oversight
 14 gaps by creating legislative mechanisms to review the CPS resource
 15 needs of all counties as part of the biennial budget process and
 16 ensure an appropriate committee provide ongoing policy guidance to
 17 respond to emerging CPS trends and ongoing system needs.

18 **BE IT FURTHER RESOLVED**, That a copy of this resolution be
 19 sent to Governor Tony Evers, Department of Children and Families
 20 Secretary Eloise Anderson, Department of Administration Secretary
 21 Ellen Nowak, area legislators, and the Wisconsin Counties
 22 Association.

SUBMITTED BY:
HUMAN SERVICES BOARD

Helen S. Bacon Helen Bacon, Chair
Laura Vlies Wotachek Laura Vlies Wotachek
Bob Bultman Bob Bultman
Megan Lundahl Megan Lundahl
Nissa Norton Nissa Norton

Wayne Kudick
 Thomas Leist
 Joe Miller
 Robert Rau



Resolution No. 2019-02

APPOINTMENT TO COMMITTEES, COMMISSIONS & BOARDS

DOOR COUNTY

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD				
BACON				
BULTMAN				
CHOMEAU				
D. ENGLEBERT				
R. ENGLEBERT				
ENIGL				
FISHER				
GUNNLAUGSSON				
HALSTEAD				
KOCH				
KOHDUT				
LIENAU				
LUNDAHL				
NEINAS				
NORTON				
ROBILLARD				
SCHULTZ				
VIRLEE				
VILJES WOTACHEK				
WAIT				

1 **WHEREAS**, Pursuant to Section 59.18(2)(c) Wisconsin
2 Statutes, the duties and powers of a County Administrator include
3 appointment of "...the members of all boards and commissions
4 where the statutes provide that such appointment shall be made by
5 the county board or by the chairperson of the county board"; and
6

7 **WHEREAS**, "All appointments to boards and commissions by
8 the County Administrator shall be subject to the confirmation of the
9 County Board" per Section 59.18(2)(c), Wisconsin Statutes; and
10

11 **WHEREAS**, The Rules of Order confers the power to appoint
12 the members of certain committees upon the Chairperson of the
13 County Board, subject to the confirmation of the County Board; and
14

15 **WHEREAS**, The appointments set forth on Exhibit A, attached
16 hereto and incorporated herein by reference, are submitted for
17 County Board confirmation.

18 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
19 Board of Supervisors hereby confirms the proposed appointment to
20 boards, commissions, and committees as set forth in Exhibits A.
21

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted
Defeated

1st: Lienu
2nd: Fisher

Yes: No: Exc:

Reviewed by: _____, Corp. Counsel
Reviewed by: _____, Administrator

FISCAL IMPACT: There is no additional fiscal implication with the adoption of this resolution. MEJ

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

SUBMITTED BY:

David Lienau
David Lienau, Chairman
Door County Board of Supervisors

Ken Pabich
Ken Pabich
County Administrator



County of Door
COUNTY ADMINISTRATOR

County Government Center
 421 Nebraska Street
 Sturgeon Bay, WI 54235

Ken Pabich
 County Administrator
 (920) 746-2303
 kpabich@co.door.wi.us

MEMORANDUM

TO: Dave Lienau, Chairman, County Board of Supervisors
 FROM: Ken Pabich
 County Administrator
 DATE: January 17, 2019
 RE: Appointments to Boards/Commissions

Subject to confirmation by the Door County Board of Supervisors, I respectfully submit the following nominations for appointment:

	TERM BEGINS	TERM ENDS
<u>HIGHWAY SAFETY COMMISSION</u> Tammy Sternard (<i>filling statutory position</i>)	January 2019	April 2019

CCS/CST COORDINATING COMMITTEE
 Christopher Miotke (*filling vacancy as adult consumer rep.*)
 Dorian Tosta (*youth member*)

New Member Bio:

My biography by Dorian Tosta

I was born Sturgeon Bay WI and I am a freshman at Sturgeon Bay High School. I really like my teacher Mr. Schriener-Schmitt and my social worker, Mark Hill. They have helped me get through some rough times. I live with my mom, my step-dad and younger brother. I do not live with my biological dad, but he lives in WI right now. I like to go on my xbox 360 and watch movies in my spare time. I especially like Star Wars. I like learning about history, like World War I and World War II and also about current events on the news.

LAND INFORMATION COUNCIL

Jeff Isaksen (*filling Realtor/Realtor Assoc. Member position*)

New Member Bio:

I have been a Realtor since September of 2016, I work at Harbour Real Estate Group (formerly Isaksen Realty) and am currently on my second term as Director for the Door County Board of Realtors and first year as chair of the DCBR Social Committee. Before joining the ranks of the Real Estate world I worked as a Draftsman/CAD Manager for Henry Isaksen for 20+ years, in which time I became familiar with the GIS system.

COUNTY BOARD CHAIRMAN APPOINTMENT

	TERM BEGINS	TERM ENDS
<u>COMMUNICATIONS ADVISORY TECHNICAL SUBCOMMITTEE</u> Tammy Sternard (<i>alternate position</i>)	January 2019	April 2019



Resolution No. 2019-03

FORESTVILLE DAM AND MILLPOND MANAGEMENT

DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	✓		
CHOMEAU	X		
D. ENGLEBERT		X	
R. ENGLEBERT	✓		
ENIGL			X
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH		X	
KOHOUT	X		
LIENAU	X		
LINDAHL		X	
NEIRAS	Abstain		
NORTON	X		
ROBILLARD		X	
SCHULTZ	X		
VRILEE	X		
VILJES WOTACHEK	X		
WAIT	X		
1-20-2019	15	4	1

BOARD ACTION
 Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Deleted

1st: Fisher Deleted
 2nd: Austad 1-Abstain

Yes: 15 No: 4 Exc: 1

Reviewed by: _____, Corp. Counsel
 Reviewed by: _____, Administrator

FISCAL IMPACT: Because the costs of drawing down, monitoring, and refilling the Forestville Millpond are not known, the fiscal impact cannot be quantified at this time. MEJ

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

Jill M. Lau
 County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, Door County has been tasked with the general responsibility to oversee and manage
2 the Forestville Dam and Millpond since on or about June, 1962.

3
4 WHEREAS, By virtue of the June 2, 1982, Permit issued by the Wisconsin Department of Natural
5 Resources under Ch. 31, Wis. Stats., Door County is authorized to operate and maintain the
6 Forestville Dam. What is being proposed here falls under the rubric of operation and maintenance of
7 the Forestville Dam.

8
9 WHEREAS, The negative effects fairly traceable to the Forestville Dam have become better-
10 documented and more widely understood over time ... and include: impacts on river form and
11 processes, alteration of water flow, impacts on water quality and quantity, habitat fragmentation, and
12 pronounced effect on aquatic and riparian life.

13
14 WHEREAS, Door County has long been involved with promotion and protection of land, water,
15 and other natural resources throughout the County. Under the auspices of the Door County Land
16 Conservation Committee ("LCC") ... the Door County Soil & Water Conservation Department
17 ("SWCD") conducted a comprehensive study of the Forestville Mill pond and related watersheds. This
18 comprehensive study culminated in the June, 2018, Final Report for Comprehensive Lake
19 Management Planning Grant Project #LPL162317 Forestville Mill Pond (incorporated herein by
20 reference as if fully set forth).

21
22 WHEREAS, Three general approaches were then identified and considered: 1. To do nothing; 2.
23 Take the steps believed necessary to mitigate the problems identified; or 3. Removal of the Forestville
24 Dam.

25
26 WHEREAS, Following due deliberation (including collaboration, public education and outreach,
27 and fiscal considerations) it has been determined that doing nothing is not an option. It is necessary
28 to address these complex issues.

29
30 WHEREAS, In terms of "next steps", the Facilities and Parks Committee recommends draw-down
31 of the Forestville Millpond for a period of two years commencing after November 1, 2019, to allow
32 sediment exposure and desiccation, and then refill the Millpond.

33
34 NOW, THEREFORE, BE IT RESOLVED, That The Door County Board of Supervisors hereby
35 accepts and adopts the recommendations of the Facilities & Parks Committee as set forth above.

36
37 BE IT FURTHER RESOLVED, That the Facilities and Parks Department, in collaboration with the
38 SWCD, will plan, direct, manage and oversee the recommended "next steps".

SUBMITTED BY:
Facilities & Parks Committee

Dan Austad Dan Austad, Chair
Randy Halstead Randy Halstead
Ken Fisher Ken Fisher
Susan Kohout Susan Kohout

Helen Bacon Helen Bacon
Roy Englebert Roy Englebert
Richard Virlee Richard Virlee



DOOR COUNTY

**Resolution No. 2019-04
APPROVAL OF GIFT, GRANT AND/OR DONATION – WATER
QUALITY TARGETED RUNOFF MANAGEMENT PROGRAM -
SWCD**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENGL			X
FISHER	X		
GUNNAUGSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROELLARD	X		
SCHULTZ	X		
VRILEE	X		
VLES WOTACHEK	X		
WAT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 Defeated

1st: Ken Fisher
 2nd: Randy Halstead

Yes: 20 No: 0 Exc: 1

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The funds from this grant are "pass-thru" funds, and they require no financial match from Door County; as such, there is no fiscal impact on the 2019 budget. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept donations,
 2 gifts, or grants of money for any public governmental purpose within the powers of the County;
 3 and
 4
 5 **WHEREAS**, Resolution 75-84 entitled 'Gifts, Grants & Donations to the County of Door'
 6 requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts,
 7 and grants whether in the form of money, or personal or real property; and
 8
 9 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorized an oversight
 10 committee to accept donations, gifts or grants; requires County Board be provided notice of any
 11 donation, gift or grant in excess of \$1,000 prior to acceptance; and requires that an itemized
 12 report of all donations, gifts or grants shall be submitted to the county board on an annual basis;
 13 and
 14
 15 **WHEREAS**, The Soil & Water Conservation Department (SWCD) has been awarded a
 16 large-scale water quality Targeted Runoff Management Program Grant (TRM Grant) through the
 17 Wisconsin Department of Natural Resources for the Phosphorus Reduction in Sugar Creek
 18 Watershed Project in the amount of \$449,480; and
 19
 20 **WHEREAS**, this water quality TRM Grant brings the total of TRM grants awarded to the
 21 SWCD to 51 small-scale and two large-scale totaling \$6,639,799 since 2003; and
 22
 23 **WHEREAS**, A TRM Grant is a competitive financial award to protect water quality. Grant
 24 funds will be used to cost-share structural best management practices to control polluted runoff
 25 and cost-share design assistance. The SWCD will enter into a contractual agreement with the
 26 landowner to disburse the funds. The landowner must comply with program conditions (i.e. pay
 27 the project costs they have agreed to cover, install all best management practices (BMPs) to
 28 which they have agreed, and maintain the BMPs in sound operating condition for a minimum of
 29 10 years) and maintain compliance with Statewide water quality standards and prohibitions; and
 30
 31 **WHEREAS**, The Land Conservation Committee (LCC) has voted to accept the aforesaid
 32 grant
 33
 34 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does
 35 hereby approve the acceptance of the water quality Targeted Runoff Management Program
 36 Grant totaling \$449,480.
 37
 38 **BE IT FURTHER RESOLVED**, That the aforesaid grant and donation shall be administered
 39 by the SWCD, subject to LCC oversight.

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

[Signature] Ken Fisher, Chairperson
[Signature] Vinni Chomeau
[Signature] John Neinas
[Signature] Richard Virlee

[Signature] Dan Austad
[Signature] Randy Halstead
[Signature] Mike Vandenhouten



DOOR COUNTY

Resolution No. 2019-05
APPROVAL OF NATIONAL FISH & WILDLIFE FOUNDATION
GRANT FOR PHOSPHORUS REDUCTION IN THE KAYES AND
LARSON CREEK WATERSHEDS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL table with columns: Board Members, Aye, Nay, Exc. Lists names like AUSTAD, BACON, BULTMAN, etc.

1 WHEREAS, Section 59.52(19) Wis. Stats. empowers the County Board to accept
2 donations, gifts, or grants of money for any public governmental purpose within the powers
3 of the County; and

5 WHEREAS, Resolution 75-84 entitled 'Gifts, Grants & Donations to the County of Door'
6 requires approval of the Door County Board of Supervisors, for acceptance of all donations,
7 gifts, and grants whether in the form of money, or personal or real property; and

9 WHEREAS, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorizes an
oversight committee to accept donations, gifts or grants; requires County Board be provided
10 notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires
11 that an itemized report of all donations, gifts or grants be submitted to the County Board on
12 an annual basis; and

15 WHEREAS, The National Fish and Wildlife Foundation has offered a grant of \$87,089.
16 The purpose of said grant is to support the reduction of phosphorus in the Kayes and Larson
17 Creek Watersheds; and

19 WHEREAS, No new budget funds are being requested. The \$87,200 in match monies
20 will be provided by SWCD's operating budget and Grant funds; and

22 WHEREAS, The Land Conservation Committee (LCC) has voted to accept the aforesaid
23 grant.

25 NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors
26 does hereby accept the National Fish & Wildlife Foundation Grant in the amount of \$87,089
27 for the above stated purpose.

29 BE IT FURTHER RESOLVED, That the aforesaid grant shall be administered by the
30 Soil & Water Conservation Department subject to oversight by the Land Conservation
31 Committee.

BOARD ACTION
Vote Required: Majority Vote of a Quorum
Motion to Approve Adopted [X]
1st Fisher Debated []
2nd Virlee
Yes: 20 No: 0 Exc: 1

Reviewed by:
Reviewed by: [Signature] Corp. Counsel
Reviewed by: [Signature] Administrator
FISCAL IMPACT: Any required match will be in the form of funds included in SWCD's operating budget and grant funds, per lines 19-20 of this resolution. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.
Jill M. Lau
County Clerk, Door County

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

Ken Fisher, Chair
Dan Austad
Vinni Chomeau
Randy Halstead
John Neinas
Mike Vandenhouten
Richard Virlee



DOOR COUNTY

**Resolution No. 2019 – 06
APPROVAL OF WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION GRANT FOR
NUTRIENT MANAGEMENT FARMER EDUCATION**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENGL			X
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
WIRLEE	X		
WLES WOTACHEK	X		
WAT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 1st: Ken Fisher Defeated
 2nd: Chomeau
 Yes: 20 No: 0 Exc: 1

Reviewed by: [Signature], Corp. Counsel
 Reviewed by: [Signature], Administrator

FISCAL IMPACT: Any required match will be in the form of funds already included in SWCD's operating budget and grant funds, per lines 20-21 of this resolution. STW

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of August, 2019 by the Door County Board of Supervisors.
[Signature]
 Jill M. Lau
 County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept
 2 donations, gifts, or grants of money for any public governmental purpose within the powers
 3 of the County; and

4 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door"
 5 requires approval of the Door County Board of Supervisors, for acceptance of all donations,
 6 gifts, and grants whether in the form of money, or personal or real property; and

7 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorizes an
 8 oversight committee to accept donations, gifts or grants; requires County Board be provided
 9 notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires
 10 that an itemized report of all donations, gifts or grants be submitted to the County Board on
 11 an annual basis; and

12 **WHEREAS**, The Wisconsin Department of Agriculture, Trade and Consumer Protection
 13 has offered a grant of \$8,100. The purpose of said grant is to provide nutrient management
 14 training to producers to develop nutrient management plans compliant with the 2015 NRCS
 15 590 technical standard; and

16 **WHEREAS**, No new budget funds are being requested. The \$1,857 in match monies
 17 will be provided by SWCD's operating budget and Grant funds; and

18 **WHEREAS**, The Land Conservation Committee (LCC) has voted to accept the aforesaid
 19 grant.

20 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors
 21 does hereby accept the Wisconsin Department of Agriculture, Trade and Consumer
 22 Protection Grant in the amount of \$8,100 for the above stated purpose.

23 **BE IT FURTHER RESOLVED**, That the aforesaid grant shall be administered by the
 24 Soil & Water Conservation Department subject to oversight by the Land Conservation
 25 Committee.

**SUBMITTED BY:
LAND CONSERVATION COMMITTEE**

[Signature] Ken Fisher, Chair
[Signature] Dan Austad
[Signature] Vinni Chomeau
[Signature] Randy Halstead
[Signature] John Neinas
[Signature] Mike Vandenhouten
[Signature] Richard Virlee



DOOR COUNTY

Resolution No. 2019 – 07

**AUTHORIZATION TO APPLY FOR AND ACCEPT WIS DNR AIS GRANT
[INVASIVE SPECIES OUTREACH AND EDUCATION]**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Aye	Nay	Exc.
Board Members			
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL			X
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VRILEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted Defeated

1st Fisher
2nd Bultman

Yes: 20 No: 0 Exc: 1

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: Any required match of funds will come from the in-kind contribution of SWCD staff time already included in SWCD 2019 operating budget. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 WHEREAS, Section 59.52(19) Wisconsin Statutes empowers the County Board to
2 accept donations, gifts, or grants of money for any public governmental purpose within the
3 powers of the County; and

4 WHEREAS, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of
5 Door" requires approval of the Door County Board of Supervisors, for acceptance of all
6 donations, gifts, and grants whether in the form of money, or personal or real property; and

7 WHEREAS, Rule of Order # 38, entitled "Donations, Gifts or Grants", authorized an
8 oversight committee to accept donations, gifts or grants; requires County Board be provided
9 notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires
10 that an itemized report of all donations, gifts or grants shall be submitted to the County
11 Board on an annual basis; and

12 WHEREAS, The Soil & Water Conservation Department intends to apply for a 2019-
13 2020 Aquatic Invasive Species ("AIS") Education, Prevention, and Planning (EPP) Grant
14 and the AIS Control through the Wisconsin Department of Natural Resources ("WDNR") for
15 invasive species outreach; and

16 WHEREAS, WDNR grant application for EPP was due December 10, 2018, and the
17 application for the AIS Control grant is due February 1, 2019, the projects will be selected
18 in March 2019, they begin immediately upon selection and must be completed by December
19 31, 2020; and

20 WHEREAS, The Land Conservation Committee supports applying for and accepting
21 the above described 2019-2020 DNR Grants.

22 **NOW THEREFORE, BE IT RESOLVED,** That the Door County Board of Supervisors
23 does hereby authorize the Soil & Water Conservation Department to apply for and accept
24 the 2019-2020 WDNR Grants as described above.

25 **BE IT FURTHER RESOLVED,** That the 2019-2020 WDNR Grant will be administered
26 by the Soil & Water Conservation Department, subject to Land Conservation Committee
27 oversight.

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

Ken Fisher Ken Fisher, Chairperson
Dan Austad Dan Austad
V Chomeau Vinni Chomeau
Randy Halstead Randy Halstead

John Neinas John Neinas
Richard Virlee Richard Virlee
Mike Vandenhousten Mike Vandenhousten



DOOR COUNTY

**Resolution No. 2019 – 08
APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE
FACILITIES AND PARKS DEPARTMENT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL			✓
FISHER	✓		
GUINEAUGSSON	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOOT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
SCHULTZ	✓		
VIRLEE	✓		
VILIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Deleted

1st Austad 2nd Halstead

Yes 0 No 0 Exc 1

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The donated funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this donation.

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board
2 to accept donations, gifts, or grants of money for any public governmental
3 purpose within the powers of the County; and

4 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the
5 County of Door" requires approval of the Door County Board of
6 Supervisors, for acceptance of all donations, gifts, and grants whether in
7 the form of money, or personal or real property; and

8 **WHEREAS**, Rule of Order # 38, entitled "Donations, Gifts or Grants",
9 authorized an oversight committee to accept donations, gifts or grants;
10 requires County Board be provided notice of any donation, gift or grant in
11 excess of \$1,000 prior to acceptance; and requires that an itemized report
12 of all donations, gifts or grants shall be submitted to the county board on
13 an annual basis; and

14 **WHEREAS**, Horseshoe Bay Golf Club has made a \$1,756.13 donation
15 to Door County Facilities and Parks Department to be used toward Frank
16 E. Murphy County Park or Horseshoe Bay Cave; and

17 **WHEREAS**, The Facilities & Parks Committee has voted to accept the
18 aforesaid donation.

19 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board
20 of Supervisors does hereby approve the acceptance of the donation valued
21 at \$1,756.13 for purposes of benefit to Frank E. Murphy Park or Horseshoe
22 Bay Cave.

23 **BE IT FURTHER RESOLVED**, That the aforesaid grant and donation
24 shall be administered by the Door County Facilities and Parks Department,
25 subject to oversight by the Facilities and Parks Committee.

**SUBMITTED BY:
Facilities & Parks Committee**

[Signature]
Dan Austad, Chairperson

[Signature]
Ken Fisher

[Signature]
Helen Bacon

[Signature]
Richard Virlee

[Signature]
Roy Englebert

[Signature]
Randy Halstead

[Signature]
Susan Kohoot



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL			X
FISHER	X		
GUNN/JUGSSON	X		
HALSTEAD	X		
KDOH	X		
KOHOUT	X		
LIEHAU	X		
LINDAHL	X		
MEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
Virlee	X		
VILES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve: Schultz Adopted Deleted

1st Koch 2nd Koch

Yes: 20 No: 0 Exc: 1

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The fiscal impact is a decrease of \$15,718.40 to the contingency expense which would leave an available balance of \$360,208.63. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

Resolution No. 2019-09
EMERGENCY MANAGEMENT & COMMUNICATIONS
TRANSFER OF NON-BUDGETED FUNDS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, In accordance with Section 65.90(5)(a) Wisconsin
2 Statutes and Rules of Order #19 the amounts of the various appropriations
3 and the purposes for such appropriations stated in a budget may not be
4 changed unless authorized by a vote of two-thirds of the entire membership
5 of the County Board of Supervisors; and

6
7 **WHEREAS**, The Emergency Management & Communications
8 Department budget for 2019 did not anticipate the need for the replacement
9 of batteries in the communication towers, and funds were not appropriated
10 for this purpose in the 2019 budget; and

11
12 **WHEREAS**, The Public Safety Committee at its December 10, 2018,
13 meeting requested that \$15,718.40 be transferred from the contingency
14 expense to cover the battery replacement cost; and

15
16 **WHEREAS**, The Finance Committee is recommending that the
17 \$15,718.40 be transferred from the Door County Contingency Expense
18 Account #100.06.1161.59103 to the Door County Emergency Management
19 & Communications Repair and Maintenance Expense Account
20 #100.69.1158.52301 to cover the Communication Towers battery
21 replacement expense.

22
23 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
24 of Supervisors does hereby approve the transfer of \$15,718.40 from the
25 Door County Contingency Expense Account 100.06.1161.59103 to the
26 Emergency Management & Communications Repair and Maintenance
27 Account #100.69.1158.52301 to cover the Communication Towers battery
28 replacement expense.
29

SUBMITTED BY: FINANCE COMMITTEE

Kathy Schultz Kathy Schultz, Chair
Nancy Robillard Nancy Robillard
David R Englebert David Englebert
Richard Virlee Richard Virlee
David Enigl David Enigl
Laura Viles Wotachek Laura Viles Wotachek
Susan Kohout Susan Kohout



DOOR COUNTY

Resolution No. 2019-10

**TRANSFER OF NON-BUDGETED FUNDS
COUNTY CLERK**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL			✓
FISHER	✓		
GUNNAUGSSON	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LINDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
SCHULTZ	✓		
VRILEE	✓		
VILIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted

1st Schultz, Defeated

2nd Englebert

Yes: 20 No: 0 Exc: 1

Reviewed by:

[Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The fiscal impact of adopting this resolution would be a decrease of up to \$13,000 to the Unassigned Fund Balance which would leave an available balance of \$12,747,664.86. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of SEPTEMBER, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, In accordance with § 65.90(5)(a), Wis. Stats. and Rules of
2 Order #19, the amounts of the various appropriations and the purposes for
3 such appropriations stated in a budget may not be changed unless authorized
4 by a vote of two-thirds of the entire membership of the County Board of
5 Supervisors; and

6
7 **WHEREAS**, Funds were appropriated in the Door County Clerk's 2018
8 budget for the purposes of anticipated elections; and

9
10 **WHEREAS**, The costs associated with two unforeseeable 2018 elections
11 caused a shortfall in County Clerk's 2018 budget of approximately \$13,000;
12 and

13
14 **WHEREAS**, The Administrative Committee, at its January 8, 2019,
15 meeting, requested that up to \$13,000 be transferred from the Unassigned
16 Fund Balance (Account #100.33101) to the County Clerk's Transfer from Fund
17 Balance (Account #100.10.49201) to cover the shortfall in County Clerk's 2018
18 budget; and

19
20 **WHEREAS**, The Finance Committee, at its January 14, 2019, meeting,
21 recommended that up to \$13,000 be transferred from the Unassigned Fund
22 Balance (Account #100.33101) to the County Clerk's Transfer from Fund
23 Balance (Account #100.10.49201) to cover the shortfall in County Clerk's 2018
24 budget.

25
26 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
27 Supervisors does hereby approve the transfer of up to \$13,000 from the
28 Unassigned Fund Balance (Account #100.33101) to the County Clerk's
29 Transfer from Fund Balance (Account #100.10.49201) to cover the shortfall in
30 County Clerk's 2018 budget.

SUBMITTED BY: FINANCE COMMITTEE

[Signature]
Kathy Schultz, Chair

[Signature]
David Englebert

[Signature]
David Enigl

[Signature]
Susan Kohout

[Signature]
Nancy Robillard

[Signature]
Richard Virlee

[Signature]
Laura Vilies Wotachek



DOOR COUNTY

Resolution No. 2019 – 11

ACCEPTANCE OF DONATION OF LAND

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL			✓
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
MEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
SCHULTZ	✓		
WIRLEE	✓		
VLIES WOTACHEK	✓		
WALT			

1 **WHEREAS**, Section 59.52(19) Wisconsin Statutes empowers the Door
 2 County Board of Supervisors to accept donations, gifts, or grants for any public
 3 governmental purpose within the powers of Door County; and

4 **WHEREAS**, Bruce McClaren wishes to donate a parcel of land, i.e., PIN 028-
 5 02-36342934B1, situated in the Town of Washington, Door County, Wisconsin
 6 (hereafter 'subject parcel') to Door County; and

7 **WHEREAS**, Donation of the subject parcel is being made for the purposes of,
 8 if practicable, Door County's prospective establishment of a facility (or facilities) for
 9 emergency medical and other services and the Town of Washington's potential
 10 construction of a new fire station; and

11 **WHEREAS**, The Door County Board of Supervisors finds that it is appropriate
 12 to accept donation of the subject parcel upon the terms and conditions offered,
 13 and that such donation serves public governmental purposes within the powers of
 14 Door County.

15 **NOW THEREFORE, BE IT RESOLVED**, by the Door County Board of
 16 Supervisors that the donation of the subject parcel by Bruce McClaren is hereby
 17 accepted for the purposes enumerated above.

18 **BE IT FURTHER RESOLVED**, That the County Administrator is empowered to
 19 take appropriate and necessary action to effectuate donation of the subject parcel
 20 to Door County.
 21
 22
 23
 24
 25
 26

BOARD ACTION
 Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Austad Debated

2nd Fisher (2nd/3rd/4th/5th)

Yes: 19 No: 0 Exc: 1

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: There is no fiscal impact on the donation of land in the Town of Washington. There will be a fiscal impact to the County for land improvements on the donated land; this is included in the 2019 budget. STW

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

[Signature]
 Jill M. Lau
 County Clerk, Door County

SUBMITTED BY:
Facilities & Parks Committee

[Signature]
 Dan Austad, Chairperson

[Signature]
 Helen Bacon

[Signature]
 Roy Englebert

[Signature]
 Ken Fisher

[Signature]
 Randy Halstead

[Signature]
 Susan Kohout

[Signature]
 Richard Virlee



DOOR COUNTY

Resolution No. 2019-12

WASHINGTON ISLAND EMERGENCY SERVICES FACILITY PROJECT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD		X		
BACON		X		
BULTMAN		X		
CHOMEAU		X		
D. ENGLEBERT		X		
R. ENGLEBERT		X		
ENIGL				X
FISHER		X		
GUNNLAUGSSON		X		
HALSTEAD		X		
KOCH		X		
KOHOULT		X		
LIENAU		X		
LUNDAHL		X		
NEBINS		X		
NORTON		X		
ROBILLARD		X		
SCHULTZ		X		
VIIRLEE		X		
VLES WOTACHEK		X		
WAIT		X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 Defeated

1st Austad
 2nd Fisher

Yes No Exc

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: The 2019 Budget includes \$800,000 in budgeted expenditures for this project. STW

Certification:
 I, JIM LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

Jim M. Lau
 County Clerk, Door County

1 WHEREAS, Door County is the donee of a parcel of land, i.e., PIN 028-02-
 2 36342934B1, situated in the Town of Washington, Door County, Wisconsin (hereafter
 3 "subject parcel"); and

4 WHEREAS, The construction and operation of a facility (or facilities) for emergency
 5 medical and other services are public uses to which the subject property may be put; and
 6

7 WHEREAS, It is appropriate and necessary to proceed with design development
 8 phase services for the Washington Island Emergency Services Facility Project (hereafter
 9 "Project")

10 WHEREAS, Retention of a design professional (architect/engineer) for design
 11 development phase and, if authorized to proceed, construction documents phase,
 12 competitive bidding phase, and construction phase, services for the Project is reasonably
 13 necessary; and

14 WHEREAS, Capital planning for this project has been done, as part of County's
 15 current Capital Improvement Plan, and funds totaling \$800,000 have been set aside for the
 16 Project; and

17 WHEREAS, The Project serves public purposes, and it is deemed to be advantageous
 18 to the County to proceed with the Project.

19 NOW, THEREFORE, BE IT RESOLVED, by the Door County Board of Supervisors,
 20 that the County Administrator or his designee(s), subject to the general oversight of the
 21 Facilities and Parks Committee, is authorized to proceed with the design development
 22 phase of the Project...including the retention of a design professional (architect/engineer).
 23

24 BE IT FURTHER RESOLVED, by the Door County Board of Supervisors, that up to
 25 \$30,000, may be expended for the design development phase of the Project.

26 BE IT FURTHER RESOLVED, by the Door County Board of Supervisors, that the
 27 design development documents and estimate of the cost of the work will be submitted to
 28 the County Board for review and approval before proceeding with the construction
 29 documents, competitive bidding, and construction phases.
 30

31 **SUBMITTED BY:**
 32 **Facilities & Parks Committee**

Dan Austad
 Dan Austad, Chairperson

Helen Bacon
 Helen Bacon

Roy Englebert
 Roy Englebert

Ken Fisher
 Ken Fisher

Randy Halstead
 Randy Halstead

Susan Kohout
 Susan Kohout

Richard Virlee
 Richard Virlee



DOOR COUNTY

Resolution No. 2019-13

ACQUISITION OF REAL PROPERTY
PIN 281-10-85260201

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL table with columns: Board Members, Aye, Nay, Exc. Lists names like AUSTAD, BACON, BULTMAN, etc.

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted [X]

1st: Schultz Defeated

2nd: Virlee

Yes: 10 No: 0 Exc: 1

Reviewed by: Corp. Counsel, Administrator

FISCAL IMPACT: The fiscal impact is a decrease of \$ 505,000 to the Unassigned Fund Balance which leaves a balance in this account of \$12,760,864.86. STW.

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

Jill M. Lau County Clerk, Door County

1 WHEREAS, The Facilities and Parks Committee has expressed the intent to
2 acquire Parcel Identification Number 281-10-85260201 (See: Addendum A) situated
3 at 56 N. 4th Avenue, City of Sturgeon Bay, Door County Wisconsin (hereafter "subject
4 property") for the sum of five hundred thousand dollars (\$500,000); and
5

6 WHEREAS, The terms and conditions of County's proposed acquisition of the
7 subject property are set forth in the Commercial Offer to Purchase (See: Addendum
8 B); and
9

10 WHEREAS, County's proposed acquisition of the subject property was not
11 anticipated at the time the 2019 budget was formulated, and funds were not
12 appropriated for this purpose in the 2019 Budget; and
13

14 WHEREAS, Pursuant to Section 65.90(5)(a) Wisconsin Statutes and Rules of
15 Order #19 the amounts of the various appropriations and the purposes for such
16 appropriations stated in a budget may not be changed unless authorized by a vote of
17 two-thirds of the entire membership of the County Board of Supervisors; and
18

19 WHEREAS, The Finance Committee is recommending that up to five hundred
20 and five thousand dollars (\$505,000) be transferred from Unassigned Fund Balance
21 100.33101 to Younkers Bldg. Acquisition Expense Act (number not yet assigned) for
22 the purpose of funding County's acquisition of the subject property; and
23

24 WHEREAS, County's acquisition of the subject property serves public
25 governmental purposes within the powers of Door County, including expansion of the
26 Door County Historical Museum.
27

28 NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of
29 Supervisors does hereby authorize acquisition of the subject property consistent with
30 the foregoing.
31

32 BE IT FURTHER RESOLVED, That the Door County Board of Supervisors does
33 hereby approve transfer of up to five hundred and five thousand dollars (\$505,000)
34 from Unassigned Fund Balance 100.33101 to Younkers Bldg. Acquisition Expense
35 Act. (number not yet assigned) for the purpose of funding County's acquisition of the
36 subject property.
37

38 BE IT FURTHER RESOLVED, That the County Administrator is empowered to
39 take appropriate and necessary action to effectuate Door County's acquisition of the
40 subject parcel.

SUBMITTED BY: FINANCE COMMITTEE

Handwritten signatures and printed names: Kathy Schultz, Chair; Nancy Robillard; David Englebert; Richard Virlee; David Enigl; Laura Viles Wotachek; Susan Kohout.



281-10-85260201

A tract of land located in Block 26 of the Assessor's Maps of the City of Sturgeon Bay and including all of Lot 2, Lot 3 and Lot 4 and part of Lot 22, Lot 23 and Lot 24 and part of a vacated alley and more particularly described as follows:

Commencing at the Southeast one-quarter of North Fourth Avenue and Louisiana Street, thence N 55° 48' 00" E along the southerly line of Louisiana Street 236.64 feet to an existing iron pipe, thence S 34° 56' 71" E 148.86 feet to an existing iron pipe, thence S 55° 42' 28" W 236.98 feet to an existing iron pipe on the easterly line of said North Fourth Avenue, thence N 34° 52' 55" W along said easterly line of North Fourth Avenue 149.24 feet to the point of commencement.

ADDENUM A (Attachment to Resolution 2019-13)
01/07/2019

DOOR COUNTY TREASURER
2018 TAX BILL
281 1085260201 R

56 4TH N AV

S & B DETRICK LTD
%YOUNKERS INC
%BON TON STORES
2801 EAST MARKET ST
YORK PA 17402

Bill#: 576 Desc: ASSESSORS MAP -COM @ SE COR
N4TH AVE & LOUISIANA ST:N55
Acres: .81 *E236.84'S34*E148.86'S55*W2
Sch#: 5642 36.98'N34*W149.24' (L.2,3,4,
Voc#: 1300 PT 22,23,24&PT VAC ALLEY)

Doc# 536/648; 525/915

Type Desc.	Land	Improvements	E.F.M.V.
L2 COMMERCIAL	257000	501000	784900
	RE Tax: 17689.72	RE Tax Paid:	
	Lottery: 181.56	Lottery Used:	
		Frst Dollar	
		Cr:	74.76
First Half: 8807.48	TOTAL TAX: 17689.72	TOTAL PAID:	.00
Second Half: 8807.48		BALANCE DUE:	17614.96

=====

DELINQUENT TAX AMOUNTS BY YEAR

<u>CURRENT</u>	PRIOR YEARS	TOTAL DUE AS OF 01/07/2019	0.00
YEAR	TAX DUE	INT/PEN DUE	TOTAL DUE

** NO DELINQUENT TAXES DUE **

CLOSE WINDOW

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

The Boerke Company
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53714
Page 1 of 9, WB-15

WB-15 COMMERCIAL OFFER TO PURCHASE

- 1 LICENSEE DRAFTING THIS OFFER ON January 2, 2019 [DATE] IS (AGENT OF BUYER)
- 2 (AGENT-OF-SELLER/AGENT-BROKER) (AGENT-OF-BUYER-AND-SELLER) [STRIKE THOSE NOT APPLICABLE]
- 3 GENERAL PROVISIONS The Buyer, Door County, and/or assignee
- 4 _____, offers to purchase the Property known as [Street Address] 56 N 4th Avenue (Tax
- 5 Key: 2811.085260201) in the _____ City
- 6 of Sturgeon Bay, County of _____ Door _____, Wisconsin
- 7 (Insert additional description, if any, at lines 108-115 or 277-286 or attach as an addendum per line 478), on the following terms:
- 8 ■ PURCHASE PRICE: Five Hundred Thousand Dollars (\$ 500,000.00).
- 9 ■ EARNEST MONEY of \$ _____ ~~accompanies this Offer and earnest money of \$ 10,000.00~~ will be
- 10 mailed, or commercially or personally delivered while on or before January 25, 2019 days of acceptance to listing broker or
- 11 the title company of Seller's choosing.
- 12 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
- 13 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
- 14 not excluded at lines 20-22, and the following additional items: _____
- 15 _____
- 16 All personal property included in purchase price will be transferred by bill of sale or _____
- 17 _____
- 18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
- 19 _____
- 20 _____
- 21 _____
- 22 _____
- 23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
- 24 by Seller or which are rented and will continue to be owned by the lessor.
- 25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
- 26 [ACCEPTANCE] Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
- 27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
- 28 acceptance provide adequate time for both binding acceptance and performance.
- 29 [BINDING ACCEPTANCE] This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
- 30 January 4, 2019. Seller may keep the Property on the market and accept
- 31 secondary offers after binding acceptance of this Offer.
- 32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
- 33 [OPTIONAL PROVISIONS] TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
- 34 THE BOX IS MARKED SUCH AS WITH AN 'X.' THEY ARE NOT PART OF THIS OFFER IF MARKED 'N/A' OR ARE LEFT BLANK.
- 35 [DELIVERY OF DOCUMENTS AND WRITTEN NOTICES] Unless otherwise stated in this Offer, delivery of documents and written notices to a
- 36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
- 37 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
- 38 Seller's recipient for delivery (optional): John Ruhn
- 39 Buyer's recipient for delivery (optional): Jim Ferrell
- 40 (2) Fax: fax transmission of the document or written notice to the following telephone number:
- 41 Seller: (_____) _____ Buyer: (_____) _____
- 42 (3) Commercial Delivery: depositing the document or written notice (less prepaid or charged to an account with a commercial delivery
- 43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
- 44 line 47 or 48.
- 45 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
- 46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
- 47 Delivery address for Seller: _____
- 48 Delivery address for Buyer: _____
- 49 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
- 50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
- 51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
- 52 electronic signatures in the transaction, as required by federal law.
- 53 E-Mail address for Seller (optional): jruhn@boerke.com
- 54 E-Mail address for Buyer (optional): jim@agrealtypartners.com
- 55 [PERSONAL DELIVERY/ACTUAL RECEIPT] Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
- 56 to, or Actual Receipt by, all Buyers or Sellers.

The Boerke Company, 731 N Jackson St, Suite 700 Milwaukee WI 53202
Phone: 414-436-3743 Fax: _____ David Tighe

Produced with software by zipLogic 18070 Wilson Mills Road, Pleasanton, CA 94588 www.zipLogic.com

56 N 4th Ave

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
 58 of Conditions Affecting the Property or Transaction (lines 181-245) other than those identified in Seller's disclosure report dated _____
 59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
 60 signing this Offer and which later made a part of this offer by reference to COMPLETE DATES OR STRIKE AS APPLICABLE and

61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**
 63 **CAUTION:** If the Property Includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
 64 700.63 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
 65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
 66 the Property). Buyer may have rescission rights per Wis. Stat. § 700.65.

67 **CLOSING** This transaction is to be closed no later than April 5, 2019

68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
 70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

71 _____

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
 76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
 79 known, multiplied by current mill rate (current means as of the date of closing)

80 _____

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
 82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
 83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
 85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
 86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
 87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
 88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 100-115
 90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 91 debts and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
 94 and transfer of security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,
 95 are N/A.

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
 98 _____ days before closing, from each non-residential tenant, confirming the lease terms, rent installment amounts, amount of security
 99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL-WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental-Weatherization Standards (Wis. Admin.
 101 Code Ch. SPS-367). If not exempt (Buyer) (Seller) STRIKE ONE (Buyer) (if neither is striketh) shall be responsible for compliance, including all
 102 costs, with Wisconsin Rental-Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
 103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
 105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____

106 _____ If "Time

107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
 108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** Lines 216-222: Deadline Date stated in this Contract shall be

110 extended to the next business day if the deadline date falls on a Saturday, Sunday or legal

111 holiday, making that date the recognized date in this contract with exception of the time frames

112 stated as Business days.

113 _____

114 _____

115 _____

Property Address: 56 N 4th Ave., Sturgeon Bay, WI 54235-2414

Page 3 of 9, WB-15

- 116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____
- 117 _____
- 118 _____ [Insert proposed use and type and size of building, if applicable; e.g.,
- 119 restaurant/leisure with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
- 120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
- 121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
- 122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.
- 123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
- 124 (Buyer's/Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
- 125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
- 126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.
- 127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense,
- 128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
- 129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
- 130 _____
- 131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
- 132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.
- 133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
- 134 [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.
- 135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken)
- 136 expense, a zoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
- 137 _____ [CHECK ALL THAT APPLY], for the Property for its proposed use described
- 138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
- 139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.
- 140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is
- 141 stricken) a _____
- 142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
- 143 acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
- 144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
- 145 the Property, the location of improvements, if any, and: _____
- 146 _____ [STRIKE AND COMPLETE AS APPLICABLE]. Additional map features
- 147 which may be added include, but are not limited to: staking of all corners of the Property, identifying dedicated and apparent streets; lot
- 148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
- 149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
- 150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
- 151 when setting the deadline.
- 152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
- 153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
- 154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
- 155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
- 156 void.
- 157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
- 158 _____ days of acceptance: [CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]
- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
- 161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
- 163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____
- 166 _____
- 167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
- 168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
- 169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
- 170 notices.
- 171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
- 172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
- 173 and any reproductions) to Seller if this Offer is terminated.
- 174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
- 175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

175 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
 177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
 180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
 185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
 187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 a. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
 190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
 192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 194 or the present use of the Property.
- 195 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
 201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
 202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
 204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
 207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
 209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
 211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
 212 program.
- 213 l. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
 217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
 218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
 219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
 220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
 221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
 222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
 224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
 225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

Property Address: 56 N 4th Ave, Sturgeon Bay, WI 54235-2414

Page 5 of 9, WB-15

- 227 IF LINE 228 IS NOT MARKED OR IS MARKED VIA LINES 264-269 APPLY.
- 228 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
- 229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
- 230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
- 231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
- 232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
- 233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
- 234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
- 235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
- 236 maintain the term and amortization stated above.
- 237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OR 239.**
- 238 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
- 239 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
- 240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
- 241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
- 242 reflect interest changes.
- 243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 108-115 or 277-285
- 244 or in an addendum attached per line 479.
- 245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
- 246 purpose.
- 247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
- 248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
- 249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 239. Buyer and Seller agree that
- 250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
- 251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
- 252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.
- 253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
- 254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
- 255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.
- 256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
- 257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.
- 258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
- 259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
- 260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
- 261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
- 262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
- 263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
- 264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
- 265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
- 266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
- 267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
- 268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
- 269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
- 270 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
- 271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
- 272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
- 273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
- 274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.
- 275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
- 276 adequate time for performance.
- 277 **ADDITIONAL PROVISIONS/CONTINGENCIES:** This Offer is contingent upon the Door County Board of Supervisor's
- 278 approval of the purchase which shall occur no later than January 22, 2019.
- 279 _____
- 280 _____
- 281 _____
- 282 _____
- 283 _____
- 284 _____
- 285 _____
- 286 _____

DEFINITIONS CONTINUED FROM PAGE 4

287 **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-385)
 288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 289 search of file records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 297 and state and federal guidelines, as applicable.

298 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 299 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 300 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 301 other site evaluation at lines 108-115 or 277-286 or attach as an addendum per line 478.

302 **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 303 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 304 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, sink, garden bulbs, plants, shrubs
 305 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 306 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 307 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 308 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/tyers on
 309 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

310 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

311 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

312 **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 313 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 314 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 315 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 316 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

317 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 318 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

319 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 320 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

321 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 322 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 323 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 324 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 325 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 326 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 327 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 328 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 329 disbursement.

330 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 331 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 332 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagrees with broker's proposed disbursement, a lawsuit
 333 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 334 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 335 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 336 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 337 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
 342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
 343 encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
 344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
 345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

346 _____
 347 _____
 348 _____ which constitutes merchantable title for purposes of this transaction, Seller shall complete and execute the documents
 349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
 352 other than the current use.

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
 357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 362 commitment is delivered to Buyer's attorney or Buyer not more than _____ 15 _____ days after acceptance ("15" if left blank), showing title to the
 363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
 364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 366 _____ 15 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 367 reasonable time, but not exceeding _____ 5 _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
 368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
 369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
 370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
 371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION:** Consider a special agreement if any assessments, property owners association assessments, special charges for current
 375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
 376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
 377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
 378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
 380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
 381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
 382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
 383 presence of an underground storage tank(s) or material presence of hazardous substances either on the Property or posing a significant risk of
 384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
 385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
 388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but (a) Seller delivers written
 395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 in this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with ten waivers for all fixable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
 445 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the
 446 contingency.

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

Property Address: 56 W 4th Ave., Sturgeon Bay, WI 54235-2434

Page 9 of 9, WB-15

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
 451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
 452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (Is any Property feature(s) to be separately inspected, e.g., dumps, etc.) which
 454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
 455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
 456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
 458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
 460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ 60 _____ days of acceptance,
 462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
 463 objects (Notice of Defects).

464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 **RIGHT TO CURE:** Seller (shall/shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
 470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
 472 _____, no later than _____, if Seller accepts a bona fide secondary offer,
 473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
 474 Contingency and _____

475 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
 476 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
 477 **null and void.**

478 **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ **David Tighe**
 481 _____ **The Boerke Company** on _____ **01/02/2019**

482 Buyer Entity Name (if any): _____ **Door County**

483 _____ **01-03-2019**
 484 Buyer's Authorized Signature ▲ Print Name/Title Here ► **Grant Thomas, Corporation Counsel** <-> Date ▲

485 _____
 486 Buyer's Authorized Signature ▲ Print Name/Title Here ► Date ▲

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
 490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
 491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 _____
 494 Seller's Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 _____
 496 Seller's Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter]

500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



DOOR COUNTY

Resolution No. 2019-14

GOVERNMENT CENTER REMODEL PROJECT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT		X	
R. ENGLEBERT	✓		
ENIGL			X
FISHER	X		
GUNNLAUGSSON	✓		
HALSTEAD	X		
KOCH		X	
KOHOUD	✓		
LIENAU	X		
LUND AHL	X		
NEINAS		X	
NORTON	✓		
ROBILLARD	✓		
SCHULTZ	X		
WIRLEE	✓		
VILES WOTACHEK		X	
WAIT	X		
	16	4	1

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 1st: Austad Defeated:
 2nd: Fisher

Yes: ___ No: ___ Exc: ___

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The 2019 Budget Includes \$563,788.52 in budgeted expenditures for this project. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of January, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Somerville Architects / Engineers was retained to provide design
 2 professional (architectural/engineering) services for the Government Center
 3 Remodel Project (hereafter "Project"); and

4 **WHEREAS**, The Design Development Phase and Construction Documents
 5 Phase services have been completed for the Project; and

6 **WHEREAS**, The Project was competitively bid, responsive bids were timely
 7 received from six contractors (See Attached) and IEI, with a base bid of \$412,000,
 8 Alternative 1 (\$17,635), and Alternative 2 (\$22,340), is considered the lowest
 9 responsible bidder; and

10 **WHEREAS**, Capital planning for this project has been done, as part of County's
 11 current Capital Improvement Plan, funds totaling \$600,000.00 have been set aside,
 12 and the sum of \$563,788.52 remains available for the Project; and

13 **WHEREAS**, The Project serves a public purpose, and it is deemed to be
 14 advantageous to the County to proceed with the Project.

15 **NOW, THEREFORE, BE IT RESOLVED**, by the Door County Board of
 16 Supervisors, that the Construction Phase of the Project is hereby authorized to
 17 proceed.

18 **BE IT FURTHER RESOLVED**, by the Door County Board of Supervisors, that
 19 the contract be awarded to the lowest responsible bidder, i.e., IEI, with a base bid
 20 of \$412,000, Alternative 1 (\$17,625), and Alternative 2 (\$22,340).

21 **BE IT FURTHER RESOLVED**, by the Door County Board of Supervisors, that
 22 the County Administrator or his designee(s), subject to the general oversight of the
 23 Facilities and Parks Committee, is authorized to see the Project through to
 24 completion.

**SUBMITTED BY:
Facilities & Parks Committee**

[Signature]
Dan Austad, Chairperson

[Signature]
Randy Halstead

[Signature]
Helen Bacon

[Signature]
Susan Kohout

[Signature]
Roy Englebert

[Signature]
Richard Virlee

[Signature]
Ken Fisher



DOOR COUNTY

RESOLUTION NO. 2019-15

IN MEMORIAM – LEO W. ZIPPERER

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Leo W. Zipperer passed away on February 4, 2019.

WHEREAS, Leo W. Zipperer served on the Door County Board of Supervisors for 28 years. He was first elected in April, 1974 and served through April, 1982; was again elected in April, 1994 and served through April, 2002; and was again elected in April, 2004 and served through his retirement in April 2016.

WHEREAS, During his tenure, Supervisor Zipperer represented various districts, served on innumerable committees, commissions and boards, and held many leadership positions ... including multiple terms (for a total of 14 years) as County Board Chairman (from April 1978 through April 1982; from April 1996 through April 2002; and from April 2008 through April 2012).

WHEREAS, In addition, Leo W. Zipperer served as a state patrol officer with the Wisconsin State Patrol for over 33 years (retired in 1993), as a citizen member on the Door County Civil Service Commission (from 1988 through 1993) and on the Sevastopol Town Board (as Chairman) for 20 years.

WHEREAS, Leo W. Zipperer was a creative, dedicated, energetic, and honorable public servant. He demonstrated a commitment to public service and a dedication to the public good. The County of Door greatly benefited from his years of service.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors, assembled in regular session this 26th day of February, 2019, extend our sincere sympathy to the family of Leo W. Zipperer with this acknowledgement of his dedication to the citizens of the County of Door.

Daniel Austad
Daniel Austad

Helen Bacon
Helen Bacon

Bob Baltman
Bob Baltman

V. Chomeau
Vivian Chomeau

David Englebert
David Englebert

Roy Englebert
Roy Englebert

David Enright
David Enright

Kenneth Fisher
Kenneth Fisher

Joel Gunnlaugsson
Joel Gunnlaugsson

Randy Halstead
Randy Halstead

Jon Koch
Jon Koch

Susan Kohnout
Susan Kohnout

David Lignau
David Lignau

Megay Lindgren
Megay Lindgren

John Neinas
John Neinas

Nissa Norton
Nissa Norton

Nancy Robillard
Nancy Robillard

Kathy Schultz
Kathy Schultz

Richard Virlee
Richard Virlee

Laura Vlies Wotachek
Laura Vlies Wotachek

Linda Wait
Linda Wait

CERTIFICATION:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of February, 2019, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County



DOOR COUNTY

Resolution No. 2019-16
PURCHASE OF FOUR WHEEL DRIVE TRACTOR WITH FRONT AND REAR FLAIL MOWERS
Highway Department

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENGL			X
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINIS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ			X
VIRLEE	X		
VLIES WOTACHEK	X		
WALT	X		

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, The Door County Highway Committee deems it
2 necessary to purchase one (1) new four wheel drive tractor with front
3 and rear flail mowers for use in its Highway Operations; and
4

5 **WHEREAS**, On February 11, 2019, the Highway Committee
6 reviewed bids for the purchase of the equipment with the following
7 recommendation for award,
8

9 Swiderski Equipment Inc. – New Holland Tractor and Tiger
10 Mowers \$112,973.00
11

12 **WHEREAS**, The purchase price is structured to take advantage
13 of a New Holland government rent/purchase program that provides
14 a savings of \$7,000 over the direct purchase of the unit, and
15

16 **WHEREAS**, Funds are available, within the Highway
17 Department's 2019 budget, to use for this purpose.
18

19 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
20 Board of Supervisors does hereby authorize the Door County
21 Highway Committee to purchase one (1) new Four Wheel Drive
22 Tractor and Front and Rear Mowers, for a price of \$112,973.00 from
23 Swiderski Equipment Inc. FOB Sturgeon Bay, WI.

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Neinas Defeated

2nd Halstead

Yes: 19 No: 0 Exc: 2

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The Four Wheel Drive Tractor with front and rear flail mowers is included in the 2019 adopted budget in the amount of \$156,000. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of February, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

SUBMITTED BY: HIGHWAY COMMITTEE

[Signature]
John Neinas, Chairperson

[Signature]
Roy Englebert

[Signature]
Kenneth Fisher

[Signature]
Randy Halstead

[Signature]
Joel Gunnlaugsson



DOOR COUNTY

**Resolution No. 2019-17
DOOR COUNTY SHERIFF'S DEPARTMENT
COLD STORAGE AND EVIDENCE FACILITY PROJECT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL			X
FISHER	X		
GURNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LJUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ			X
VIRLEE	X		
VUJES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Austad 2nd: Virlee

Yes: 17 No: 0 Exc: 0

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The 2019 Budget includes \$200,000 in budgeted expenditures for this project. STW

Certification:

I, JIM LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of February, 2019 by the Door County Board of Supervisors.

[Signature]
JIM LAU
County Clerk, Door County

1 **WHEREAS**, Capital planning for this Project has been done, as part of
2 County's current Capital Improvement Plan, and funds totaling two hundred
3 thousand dollars (\$200,000) have been set aside for this Project; *and*

4 **WHEREAS**, Retention of a design professional for the design
5 development phase (and, *if authorized to proceed*, construction documents
6 phase, competitive bidding phase, and construction phase) services for this
7 Project is reasonably necessary; *and*

8 **WHEREAS**, It is deemed appropriate to proceed with a needs
9 assessment and design development phase services for this Project.

10 **WHEREAS**, This Project is considered to be advantageous to the
11 County, and serves public purposes; and

12 **WHEREAS**, This Project has been reviewed, and is viewed favorably,
13 by the Public Safety Committee.

14 **NOW, THEREFORE, BE IT RESOLVED**, By the Door County Board
15 of Supervisors, that the County Administrator or his designee(s), subject to
16 the general oversight of the Facilities and Parks Committee, is authorized
17 to proceed with the design development phase of this Project...including
18 the retention of a design professional.

19 **BE IT FURTHER RESOLVED**, That up to fourteen thousand dollars
20 (\$14,000), may be expended for the design development phase of this
21 Project.

22 **BE IT FURTHER RESOLVED**, That the design development
23 documents and estimate of the cost of the work will be submitted to the
24 County Board for review and approval before proceeding with the
25 construction documents, competitive bidding, and construction phases.

**SUBMITTED BY:
Facilities & Parks Committee**

[Signature] Dan Austad, Chairperson
[Signature] Randy Halstead
[Signature] Helen Bacon
[Signature] Susan Kohout
[Signature] Roy Englebert
[Signature] Richard Virlee

Ken Fisher



DOOR COUNTY

**Resolution No. 2019-18
LOWER LASALLE COUNTY PARK
PAVILION PROJECT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL			✓
FISHER	✓		
GUNILAUGSSON	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LINDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
SCHULTZ			✓
VIRLEE	✓		
VJES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Austad Defeated

2nd Virlee

Yes: 19 No: 0 Exc: 2

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The 2019 Budget includes \$75,000 in budgeted expenditures for this project. 50% of this project is to be donated by the Friends of the Door County Parks. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of February, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Capital planning for this project has been done, as part of
2 County's current Capital Improvement Plan, and funds totaling seventy five
3 thousand dollars (\$75,000) have been set aside for this Project; *and*

4
5 **WHEREAS**, Retention of a design professional for the design
6 development phase (and, *if authorized to proceed*, construction documents
7 phase, competitive bidding phase, and construction phase) services for this
8 Project is reasonably necessary; *and*

9
10 **WHEREAS**, It is deemed appropriate to proceed with design
11 development phase services for this Project; *and*

12
13 **WHEREAS**, This Project is considered to be advantageous to the
14 County, and serves public purposes.

15
16 **NOW, THEREFORE, BE IT RESOLVED**, By the Door County Board
17 of Supervisors, that the County Administrator or his designee(s), subject to
18 the general oversight of the Facilities and Parks Committee, is authorized
19 to proceed with the design development phase of this Project...including
20 the retention of a design professional.

21
22 **BE IT FURTHER RESOLVED**, That up to four thousand nine hundred
23 dollars (\$4,900), may be expended for the design development phase of
24 this Project.

25
26 **BE IT FURTHER RESOLVED**, That the design development
27 documents and estimate of the cost of the work will be submitted to the
28 County Board for review and approval before proceeding with the
29 construction documents, competitive bidding, and construction phases.

SUBMITTED BY:
Facilities & Parks Committee

[Signature] Dan Austad, Chairperson
[Signature] Randy Halstead
[Signature] Helen Bacon
[Signature] Susan Kohout
[Signature] Roy Englebert
[Signature] Richard Virlee
[Signature] Ken Fisher



DOOR COUNTY

Resolution No. 2019-19

ACQUISITION OF HIDDING TRUST PARCELS- BRIDGE FINANCING TRANSFER OF NON-BUDGETED FUNDS - \$65.90, WIS. STATS.

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members table with columns: Name, Aye, Nay, Exc.

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted [checked] Defeated [] Yes: 17 No: 2 Exc: 2

Reviewed by: [Signature] Corp. Counsel, [Signature] Administrator

FISCAL IMPACT: Since this is not a loan (no interest will be charged), the \$450,000.00 will be considered as an advance...

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of February, 2019 by the Door County Board of Supervisors.

[Signature] Jill M. Lau County Clerk, Door County

1 WHEREAS, Door County's acquisition of the Hidding Trust Parcels ("subject property") was authorized by the County Board's adoption of Resolution No. 2018-84 on December 28, 2018; and

4 WHEREAS, Door County's acquisition of the subject property was "...expressly subject to and contingent upon the availability of donations, gifts and/or grants sufficient to pay the full purchase price..."; and

7 WHEREAS, The deadline set forth in the Contract to Purchase Real Property to conclude the sale is March 14, 2019; and

10 WHEREAS, Potential sources of funding, including: WCMP-CELC (up to \$100,000), Knowles-Nelson Stewardship Program (up to \$225,000); Great Lakes Restoration Initiative (up to \$300,000), Friends of the Door County Parks System, Inc. (up to \$50,000), Raibrook Foundation, Inc. (up to \$75,000), and Door County Green Fund are being pursued by the Parks Superintendent; and

17 WHEREAS, There is reason to believe that donations, grants and/or gifts will be available to fully fund the purchase, but such (particularly the grant funding) will likely not be in-hand by the March 14, 2019 deadline; and

22 WHEREAS, The Facilities & Parks Committee, at its February 13, 2019 meeting, expressed support for the concept of bridge financing (i.e., Door County's appropriation of funds to cover the cost of acquisition and bridge the gap until the donations, gifts and/or grants become available, at which time the funds appropriated by the County would be repaid); and

27 WHEREAS, In accordance with \$65.90(5)(a), Wis. Stats. and Rules of Order #19 the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

32 WHEREAS, The Finance Committee, at its February 18, 2019 meeting, recommended that up to \$450,000 be transferred from the Unassigned Fund Balance (Account #100.33101) to the Facilities & Parks Land Acquisition (Account #100.37.5202.69908), with the understanding that such will be repaid by gifts, grants and/or donations.

39 NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the transfer of up to \$450,000 be transferred from the Unassigned Fund Balance (Account #100.33101) to the Facilities & Parks Land Acquisition (Account #100.37.5202.69908), with the understanding that such will be repaid by gifts, grants and/or donations.

SUBMITTED BY: FINANCE COMMITTEE

[Signatures of Nancy Robillard, David Englebert, Richard Vries, Susan Kohout]



Resolution No. 2019-20
Supporting a National Estuarine Research Reserve (NERR) Designation
for Northeast Wisconsin

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
1	AUSTAD			
2	BACON			
3	BULTMAN			
4	CHOMEAU			
5	D. ENGLEBERT			
6	R. ENGLEBERT			
7	ENIGL			
8	FISHER			
9	GUNNLAUGSSON			
10	HALSTEAD			
11	KOCH			
12	KOCHOUT			
13	LIENAU			
14	LUNDAHL			
15	NEINAS			
16	NORTON			
17	ROBILLARD			
18	SCHULTZ			
19	VIRLEE			
20	VLJES WOTACHEK			
21	WAIT			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted: Deleted:

1st: Austad
 2nd: Bacon

Yes: ___ No: ___ Exc: ___

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: There is no fiscal impact associated with the adoption of this resolution. STV

Certification:

I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of February, 2019 by the Door County Board of Supervisors.

Jill M. Law
 Jill M. Law
 County Clerk, Door County

1 WHEREAS, The designation of Wisconsin's Lake Superior Estuarine Research Reserve in 2010
 2 provides an outstanding example of broader impacts National Estuarine Research Reserve (NERR)
 3 sites provide to local communities; and

4 WHEREAS, The University of Wisconsin-Green Bay is currently exploring the feasibility of
 5 developing a National Estuarine Research Reserve (NERR) for northeast Wisconsin; and

6 WHEREAS, Our region's ecosystem is home to the largest freshwater estuary in the world, the
 7 vitality of which is critical to the current and future prosperity of ecological sustainability of Door
 8 County, and the broader region impacted directly by the Great Lakes; and

9 WHEREAS, Research activities associated with a Door County-based NERR will attract scholars
 10 on both the national and international stage, providing employment opportunities to the region,
 11 stronger connectivity to the University of Wisconsin-Green Bay, and ultimately inject money into the
 12 local economy; and

13 WHEREAS, Many of the youth currently enrolled in local school districts value Wisconsin's natural
 14 resources for the quality of life opportunities that they provide, shaping decisions about where they
 15 live, seek employment, further their education and raise their families; and

16 WHEREAS, Eco-tourism is an established and growing industry in Door County and a research
 17 reserve would fit well with Door County's five state parks and natural features, such as the Niagara
 18 Escarpment; and

19 WHEREAS, A County-based NERR will enhance place-based identity, contributing directly to
 20 talent recruitment and retention efforts;

21 WHEREAS, Sturgeon Bay is the county seat and home to the county's business infrastructure,
 22 airport, Wisconsin Department of Natural Resources office and highspeed internet.

23 **NOW, THEREFORE, BE IT RESOLVED,** That the Door County Board of Supervisors does hereby
 24 support the efforts of the University of Wisconsin-Green Bay as they seek a letter from to NOAA
 25 requesting their assistance in exploring the feasibility of a NERR designation for Northeast Wisconsin.

26 **BE IT FURTHER RESOLVED,** That should NERR designation be incurred for Northeast
 27 Wisconsin, the County of Door enthusiastically expresses its desire to host a NERR site and pledges
 28 to work with the University to Wisconsin-Green Bay to make this possibility a reality.

29 **BE IT FURTHER RESOLVED,** That the Door County Clerk is directed to provide a copy of this
 30 resolution to the all Wisconsin County Clerks, the Wisconsin Counties Association, each state and
 31 federal legislator representing Door County, Governor Tony Evers, Chancellor Gary Miller, University
 32 of Wisconsin-Green Bay, and Assoc. Vice-Chancellor Mathew Dornbush, University of Wisconsin-
 33 Green Bay.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

David Lienau David Lienau, Chairman
Kenneth Fisher Kenneth Fisher
Dan Austad Dan Austad
Joel Gunnlaugsson Joel Gunnlaugsson
Susan Kohout Susan Kohout
John Neinas John Neinas
Nancy Robillard Nancy Robillard



DOOR COUNTY

Resolution No. 2019-21

**APPROVAL OF
2019-2021 COLLECTIVE BARGAINING AGREEMENT
DOOR COUNTY DEPUTY SHERIFFS' ASSOCIATION**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL			✓
FISHER	✓		
GUNNLAUGSSON			✓
HALSTEAD	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
SCHULTZ			✓
VIRLEE	✓		
VILES WOTACHEK	✓		
WAIT	✓		

1 **WHEREAS**, The Collective Bargaining Agreement between Door
2 County and the Door County Deputy Sheriffs' Association expired on
3 December 31, 2018; and

4
5 **WHEREAS**, Through collective bargaining a tentative agreement (See:
6 Appendix A, attached hereto and incorporated herein by reference as if set
7 forth in full) was reached between representatives of Door County and the
8 Door County Deputy Sheriffs' Association; and

9
10 **WHEREAS**, The tentative agreement is contingent upon, and shall not
11 become effective until, official ratification by the collective bargaining unit
12 and the Door County Board of Supervisors; and

13
14 **WHEREAS**, The Door County Deputy Sheriffs' Association has ratified,
15 or will ratify, the tentative agreement; and

16
17 **WHEREAS**, The Door County Negotiating Committee and
18 Administrative Committee recommend approval of the tentative
19 agreement.

20
21 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
22 of Supervisors does hereby approve the tentative agreement and
23 authorize the execution and implementation of the January 1, 2019 -
24 December 31, 2021, Collective Bargaining Agreement between Door
25 County and the Door County Deputy Sheriffs' Association.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Gunnlaugsson Seconded

2nd Koballard

Yes: 13 No: 0 Exc: 3

SUBMITTED BY: Administrative Committee

David Lienau
David Lienau, Chairman

Susan Kohout
Susan Kohout

John Neinas
John Neinas

Nancy Robillard
Nancy Robillard

Janet Gunnaugsson
Janet Gunnaugsson

Kenneth Fisher
Kenneth Fisher

Dan Austad
Dan Austad

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The estimated fiscal impact for 2019 is \$81,507, for 2020 is \$112,219 and for 2021 is \$132,158. Funds have been included in 2019 budget and will be part of the 2020 & 2021 budget process. STW

Certification:

I, Jill M. Liu, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of February, 2019 by the Door County Board of Supervisors.

Jill M. Liu
Jill M. Liu
County Clerk, Door County

TENTATIVE AGREEMENTS
[Arising from November & December, 2018 Negotiations]

Agreements made on issues during negotiations are tentatively reached. They are reduced to writing, signed, dated, and then set aside. These tentative agreements are not final until ratified by both sides, usually in context of a negotiated comprehensive agreement.

ARTICLE 2 – PROBATIONARY PERIOD

Eliminate the first sentence (starts on Line 29, and ends on Line 30).

Add (starting on Line 29):

All newly hired Employees are probationary Employees. The probationary period for all Employees is twelve (12) months.

[Explanatory Note: Currently, by virtue of the February 26, 2016, *Memorandum*, the probationary period for part-time deputies is eighteen (18) months. The intent is to have a consistent probationary period of twelve (12) months for all newly hired employees.]

ARTICLE 6 – SENIORITY: Section 6.01 – Definition of Seniority

Eliminate Lines 6-32, Inclusive and Addendum B.

Add (starting on Line 6):

Seniority is based on an employee's initial date of hire in the Sheriff's Department. Breaks in service shall not (unless Federal or Wisconsin law (e.g., USERRA) provides otherwise) be counted in calculating seniority (i.e., no seniority is accrued during the period of a break in service). This change is retrospective, such that it affects existing employees, whose seniority will be re-calculated and then applied prospectively.

Eligibility for benefits, and the benefit level, for part-time employees are determined as follows:

Divide the number of hours actually worked by the number of hours required of a full-time employee in a year.

For example, a full-time Road Deputy must work 1,947 hours in a year. If a part-time Road Deputy worked 950 hours in a payroll year, the calculation would be: $950 \div 1,947 = 0.49$. This number (.49) would be used, assuming employee meets the threshold eligibility requirements, to pro-rate all benefits for the subsequent payroll year.

One caveat, the hours worked the first three (3) months of a part-time employee's employment are not counted for proration of benefits.

For example, a full-time Investigative Sergeant must work 2,080 hours in a year. If a part-time Investigative Sergeant worked 800 hours in the last three quarters of their first anniversary year, the calculation would be: $800 \div (2,080 \times .75) = 0.51$. This number (.51) would be used, assuming employee meets the threshold eligibility requirements, to pro-rate all benefits to the end of the first full payroll year following her/his second (2nd) anniversary. Thereafter, benefits would be calculated on a payroll year basis.

[Note: A discussion of potential unintended consequences, raised by Sheriff-elect Tammy Starnard, is in order. This will ensure that everyone is in the same page.]

ARTICLE 6 – SENIORITY; Section 6.05 – Job Posting

Eliminate Lines 22-26, Inclusive.

Revise and extend *Memorandum of Understanding [Eligibility List, Posting and Related Matters]*

[Explanatory Note: The intent is to get rid of the prohibition on an otherwise qualified Security Deputy / Security Sergeant posting for Road Deputy/Road Sergeant/Investigator position.]

ARTICLE 11 – LEAVE OF ABSENCE; Section 11.01 – Extended Illness and Disability Leave

Eligibility for Leave: An Employee is eligible for an unpaid leave of absence hereunder if s/he has taken and exhausted all FMLA leave and still cannot return to work.

Length of Leave: Employees for prolonged illness or disability due to injury shall be granted an unpaid leave of absence for up to thirty (30) calendar days. The Employee can further request another thirty (30) day extension.

Notice of Leave: An Employee electing such leave shall notify the ~~Administrative Committee~~ Department Head and Human Resources Director in writing.

Medical Certificate: At the outset, the Employee shall be required to furnish the County with a physician's statement estimating how long the illness or disability due to injury to injury will continue. ~~The Administrative Committee~~ Human Resources Director may require the Employee to be examined by a physician designated by the ~~Committee~~ County and in such instances the County shall pay the cost of such examination.

[Explanatory Note: To the extent permitted by the FMLA ... an employee may elect, or the employer may require the employee, to use accrued paid leave for some or all of an FMLA covered leave period].

ARTICLE 18 – WISCONSIN RETIREMENT SYSTEM (“WRS”)

Eliminate, sans Lines 30-31, current language.

Substitute the following language:

WRS Contribution [Per §§ 40.05 & 111.70(4)(mc) 5, Wis. Stats.]:

Employee will pay the required employee contributions.
County will pay the required employer contributions.

ARTICLE 19 - INSURANCE

Redact existing Section 19.02 and substitute the following:

Section 19.02 - Health Care Coverage Plan Premium Contributions

Employees will, effective January 1, 2019, pay 15% of the total premium of any health care coverage plan.

In 2019, if employee and employee's spouse participate in the Health Risk Assessment and Physical Examination Program (See: Section 19.03 below) then employee's premium contribution is 12%.

In 2020, a reduction in the employee's required (15%) premium contribution may be achieved through participation in County's Go365 Program Wellness and Rewards Program. An Employee may choose to opt-in or opt-out of Go365, and must timely (by November 1 of each year) advise Employer of her/his decision. If an employee opts-out, they are not eligible for a premium deduction.

Section 19.03 Health Risk Assessment (HRA) and Physical Examination Program

This program is in effect for 2019 only. Participation is voluntary.

HRA's may be offered and completed on work time without reduction in pay or benefits. No additional pay or benefits shall be offered to those who complete their HRA outside of work time. HRA's must be completed on or before December 1, 2018.

Physical examinations must have taken place between December 1, 2017 and December 1, 2018.

If an employee and the employee's spouse timely complete both an HRA and physical examination, the employee will be eligible for a premium contribution reduction in 2019 as provided in Section 19.02 above.

ARTICLE 22 – FAIR SHARE AGREEMENT AGENCY FEE OR OTHER PAYMENT TO THE UNION

Add:

The parties will comply with the United States Supreme Court's ruling in "Janus v. AFSCME", including the creation and use of a compliant *Voluntary Payroll Deduction Authorization* form.

ARTICLE 23 – CLOTHING ALLOWANCE; Section 23.03 – Uniforms Established By

Uniforms shall be established jointly, by the Sheriff and Law Enforcement & Judiciary Committee County.

Article 33 – YMCA

Eliminate.

Add:

Formation of a Joint Management & Union Task Force

This Task Force will examine, among other things, the following:

- Transition from the current traditional sick leave (Articles 9) and vacation (Article 7) program to a comprehensive paid time off ("PTO") system starting in 2020;
- Go365 Program Wellness and Rewards Program starting in 2020;
- Implementation of a Post-Employment Health Plan ("PEHP") starting in 2020;
- Explore requiring any employee leaving County employment within three (3) years of training to reimburse County for the actual direct cost of such training that gave employee a portable credential or license;
- Re-think and transition away from the "senior qualified employee" bidding standard;
- Physical readiness standards and test; and
- Any other subject mutually agreed upon by the parties.

MOA^s / MOU^s

Memorandum of Agreement [Canine Handler] – Dated August 31, 2017

Extend ... concurrent with term of the successor collective bargaining agreement.

Amend ... to reflect: Position's status as "float"; 8-hour work day; and Time and compensation for dog care activities actually performed be 30 minutes per day, 7 days per week, at base rate of pay.

See Attached.

Memorandum of Agreement [Eligibility List, Posting & Related Matters] – Dated November 27, 2017

Extend, concurrent with term of the successor collective bargaining agreement.

Amend ... to reflect that the road ride-along program and jail-shadowing program are each a minimum of 40-hours, with no time of year limitation.

See Attached.

Tentatively accepted and agreed this 6th day of December, 2018

Door County



Name: Ken Swanson
Title: County Administrator



Name:
Title:



Name: Tommy Stennard
Title: Sheriff

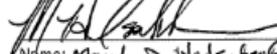

Name: Kelly Hendee
Title: Human Resources Director

Name: Grant P. Thomas
Title: DC Corp Couns.

Door County Deputy Sheriffs' Association



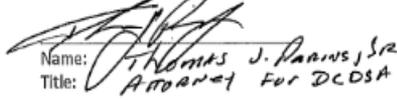
Name: Kyle Veiser
Title: President



Name: Mank D. Hulsabeck
Title: Vice Pres



Name: Ben T. Stankovic
Title: Treas.


Name: Thomas J. Parins, Sr.
Title: Attorney for DCDSA

Name:
Title:

MEMORANDUM OF AGREEMENT
[CANINE HANDLER]

This Memorandum of Agreement (MOA) is entered into by and between the County of Door (hereafter referred to as "Door County" or "Employer") and the Door County Deputy Sheriffs' Association (hereafter referred to as "Bargaining Unit").

Door County has; decided to establish a Canine Handler position; determined that the Canine Handler position would replace one of the eight (8) day shift positions; and resolved that the Day Shift Supervisor will be the Canine Handler's supervisor.

Door County will own the dog and be responsible for authorizing and providing the following:

- Veterinary care;
- Grooming supplies;
- Food;
- Training equipment;
- Kennel;
- K-9 equipped vehicle and equipment; and
- Kenneling of the dog while the K-9 Handler is out of town on vacation or as needed.

The dog and canine equipped vehicle are, unless necessary for work related purposes or with prior permission from the Sheriff or her/his designee, to remain within Door County. The K-9 Handler will be allowed to use the K-9 equipped vehicle for personal use within Door County if the K-9 partner is along in the vehicle with the Handler.

What follows represents the outcome of impact bargaining (i.e., negotiation as to wages, hours and conditions of employment) between Employer and Bargaining Unit.

Term

The term of this MOA commences January 1, 2019 and will expire concurrent with the collective bargaining agreement.

Dog Care Activities and Off-Duty Compensation

Canine Handler is responsible for off-duty dog care activities. Such activities include bathing, brushing, exercising, feeding, grooming, administration of medicine, transportation for veterinary care, and cleaning of the dog's kennel and Canine equipped vehicle.

The parties agree that a reasonable estimate of the appropriate amount of time for such activities, taking into account all of the pertinent factors, is thirty (30) minutes per day, seven (7) days per week. This equates to 3.5 hours per week (30 minutes per day x 7 days per week).

The parties agree that it is appropriate to compensate the Canine Handler for off-duty dog care activities at the Canine Handler's base rate of pay, and that this is deemed a bona fide rate of compensation for such activities.

Work Cycle / Work Day

Consistent with Article 17 of the Collective Bargaining Agreement, the Canine Handler position work cycle / work day will typically be as follows:

- Six (6) days on – Three days (3) off;
- Eight hours per day; and
- 11:00 a.m. – 7:00 p.m.

The exception being flexibility in schedule. ~~The Canine Handler position.~~ Hours may be flexed by Employer up to four (4) hours with a minimum of twenty four (24) hours' notice to employee and provided there are at least twelve (12) hours off between shifts.

This applies to the Canine Handler position only, and will not be posted.

Vacation Time Off

Consistent with Article 7 of the Collective Bargaining Agreement, *except* the Canine Handler position will (as s/he are a shift unto themselves) select vacation and other paid time off without reference to any particular shift.

Eligibility and Selection Procedure for Canine Handler Position

The Canine Handler position is considered an assignment by, and is to be filled by appointment of, the Sheriff.

Any current employee to be considered for the position shall be in good standing with the Door County Sheriff's Department and have one (1) full year of (post-probation) service as a Road Deputy with the Department.

The Sheriff will endeavor to use fair and objective standards in making the appointment.

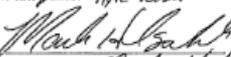
This agreement shall expire without establishing a precedent or practice, unless extended upon the mutual written consent of the parties.

Accepted and agreed this ~~6th~~ day of December, 2018.

Bargaining Unit:

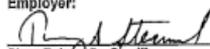
 1-9-19
Thomas J. Porins, Attorney at Law

 1-19-19
Print Name: Kyle Kosar

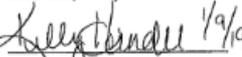
 1-19-19
Print Name: Mark Heiska

 1-19-19
Print Name: Thomas J. Brans Jr

Employer:


Steve DeArone, Sheriff


Ken Peblich, County Administrator

 1/9/19
Kelly Hendel Human Resources Director


Grant P. Thomas, Corporation Counsel



MEMORANDUM OF AGREEMENT

[ELIGIBILITY LIST, POSTING AND RELATED MATTERS]

This Memorandum of Agreement (MOA) is entered into by and between the County of Door (hereafter referred to as "Door County" or "Employer") and the Door County Deputy Sheriffs' Association (hereafter referred to as "Bargaining Unit").

Door County has decided to establish (i.e., return to) a single eligibility list, consistent with §59.26(8), Wis. Stats., for the positions of Road Deputy and Security Deputy.

Minimum recruitment qualifications and standards are as set forth in Ch. LES 2, Wis. Adm. Code (or as subsequently amended or revised) *and* include any higher qualifications and standards set by Door County. Any prospective recruit must meet these qualifications and standards to be eligible to take the preparatory training required.

Minimum standards for preparatory training are as set forth in Ch. LES 3, Wis. Adm. Code (or as subsequently amended or revised) *and* include any additional preparatory training required by Door County. Each prospective Deputy must successfully complete all required preparatory training.

Certification of eligibility, by the Law Enforcement Standards Board ("LESB"), for permanent appointment is required. Each prospective Deputy must be certified (i.e., for each applicable certification) by the LESB as eligible for permanent appointment.

Door County has determined that the Field Training Program is 12 work weeks in length. Successful completion of the Field Training Program is required of each prospective Deputy.

What follows represents the outcome of impact bargaining (i.e., negotiation as to wages, hours and conditions of employment) between Employer and Bargaining Unit.

Term

The term of this MOA commences January 1, 2019 and will expire concurrent with the collective bargaining agreement.

Exempt ("Grandfathered") - in Context of Job Posting from the Jail to the Road or Vice Versa

Those previously exempt ("Grandfathered") Deputy (i.e., those employed, on a continuous basis, prior to January 1, 2014) will continue to be exempt, with one caveat. If any previously exempt ("Grandfathered") Deputy was awarded a trial period for a posted vacancy, failed the Field Training Program, and was returned to their former position during the trial period, then:

- As a condition precedent to posting again, the Deputy must, at her/his sole expense (e.g., tuition, books, etcetera), enroll in and successfully complete (as applicable) the (currently 720-hour) basic law enforcement officer *or* (currently 160-hour) basic jail officer training academy (collectively referred to hereafter as "recruit academy").
- Door County will compensate the Deputy for training time (i.e., time actually spent in training will count as hours worked).
- Door County will, if the Deputy successfully completes the applicable recruit academy, reimburse qualifying expenses incurred by the Deputy for mileage, lodging and meals at the applicable IRS rate.

Return to Former Position after Posting

- A Bargaining Unit member who has posted for a position has 45-days (versus the current 90-days) from the date s/he successfully completes the Field Training Program to return to her/his former position.

Job Posting - Jail to the Road or Vice Versa

- A Deputy Interested in posting may voluntarily (i.e., on their own time, at their own expense, and without any expectation of compensation)...with the Sheriff's (or designee's) prior written consent (such consent shall not unreasonably be withheld) participate in:
 - A road ride-along program...for a minimum of forty (40) hours; or
 - A jail job-shadowing program...for a minimum of forty (40) hours.
 If a Deputy posts for a related vacancy within 2- years of satisfactorily completing a road ride-along or jail job shadowing program, the Deputy will be given preference for the vacancy.
- If a Deputy is awarded a trial period for a posted vacancy, and returns or is reassigned to their former position during the trial period, then:
 - As a condition precedent to posting again, the Deputy must, at her/his sole expense (e.g., tuition, books, etcetera), enroll in and successfully complete (as applicable) the (currently 720-hour) basic law enforcement officer or (currently 160-hour) basic jail officer training academy (collectively referred to hereafter as "recruit academy").
 - Door County will compensate the Deputy for training time (i.e., time actually spent in training will count as hours worked).
 - Door County will, if the Deputy successfully completes the applicable recruit academy, reimburse qualifying expenses incurred by the Deputy for mileage, lodging and meals at the applicable IRS rate.
- If a Deputy successfully completes the trial period for a posted vacancy from the jail to the road, s/he will be assigned to the open shift (i.e., the shift that is available after all of the current road deputies bid on open shifts). The Deputy would remain in the open shift, regardless of seniority, until the next open bid process.
- If a Deputy successfully completes the trial period for a posted vacancy from the road to the jail, s/he will be assigned to the open shift (i.e., the shift that is available after all of the current Security Deputies working in the jail bid on open shifts). The Deputy would remain in the open shift, regardless of seniority, until the next open bid process.
- Seniority is tied to a Deputy's date of hire.

This agreement shall expire without establishing a precedent or practice, unless extended upon the mutual written consent of the parties.

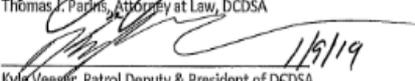
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS.

Accepted and agreed this 8th day of December, 2018.

Bargaining Unit:

 1/9/19

Thomas J. Parins, Attorney at Law, DCDSA

 1/9/19

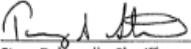
Kyle Veaser, Patrol Deputy & President of DCDSA

 _____

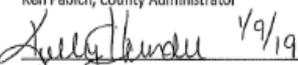
Print Name / Title *Mark H. Saback*
Vice Pres

Accepted and agreed this 6th day of December, 2018.

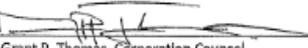
Employer:

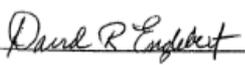
 _____
Steve DeArwelle, Sheriff

 _____
Ken Pabich, County Administrator

 1/9/19

Kelly Hendon, Human Resources Director

 _____
Grant P. Thomas, Corporation Counsel

 _____



DOOR COUNTY

Resolution No. 2019-22

**Appointment of Nancy Rafal to the Position of Poet Laureate
for Door County, Wisconsin
April 2019-March 2021**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Ayo	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDHAL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VLIES WOTACHEK			
WATT			

Vote Vote

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Deleted

1st Fisher 2nd Bultman

No: Yes: Exc:

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: There is no fiscal impact with the adoption of this resolution.

STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 20th day of March, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Resolution 2010-87 established the ceremonial
2 and uncompensated position of Poet Laureate for Door County,
3 Wisconsin; and

4
5 **WHEREAS**, It is well for each of us to be reminded periodically
6 of why we live and work in Door County, Wisconsin, to recall those
7 special qualities which make this community a special place; and

8
9 **WHEREAS**, The lives of all of our citizens, from our children to
10 our senior citizens, could be made a bit better if there were more
11 poetry found in everyday situations; and

12
13 **WHEREAS**, Certain public events could be enhanced by poetic
14 support composed specifically for the occasion; and

15
16 **WHEREAS**, Certain people can be called upon to share their
17 creative writing talents and abilities with the general public to
18 celebrate what it is like to live and work in Door County, Wisconsin;
19 and

20
21 **WHEREAS**, The primary mission of the Poet Laureate is to raise
22 the county consciousness to a greater appreciation of the reading
23 and writing of poetry. In furtherance of this mission, the Poet
24 Laureate may be asked to plan, attend, and/or participate in
25 county-wide or state-wide literary events; and

26
27 **WHEREAS**, Since 2011, the Poet Laureate is appointed for a
28 two-year term, commencing April 1st and ending March 31st. The
29 appointment shall be made by the County Board Chairperson (after
30 consultation with two local members of the Wisconsin Fellowship of
31 Poets and/or Regional Writers Association and the outgoing Poet
32 Laureate) and is subject to confirmation by the County Board.

33
34 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
35 Board of Supervisors does hereby appoint Nancy Rafal to the
36 non-compensated position of Poet Laureate for Door County,
37 Wisconsin for the two-year term, commencing April 1, 2019 and
38 ending March 31, 2021.

SUBMITTED BY:

David Lienau

David Lienau, Chairman
Door County Board of Supervisors

Position Description

Position Title:

Poet Laureate for Door County, Wisconsin

General Description:

The purpose of the Poet Laureate is to provide leadership in the development of occasional poems which celebrate what it is like to live and work in the community of Door County, Wisconsin.

Specific Details:

The Poet Laureate of Door County, Wisconsin would be:

1. Appointed by the County Board Chairperson by April 1 (National Poetry Month) of the year of appointment. Following the term of appointment, all Poet Laureates will retain the title and will continue to assist the current Poet Laureate.
2. Expected to live and/or work in Door County.
3. Expected to have a knowledge of the local community and to be actively involved in the life of the community.
4. Expected to compose at least two poems relating to the community annually and to present them for publication in the local newspaper.
5. Expected to compose a poem for special occasions as may be deemed mutually appropriate by the County Board Chairperson and the Poet Laureate.
6. Expected to function as community's "literary ambassador" by sharing his or her poetic celebration of the community with community service organizations.

The Poet Laureate of Door County, Wisconsin might also be:

7. Involved with the local public schools, as appropriate and with their approval, in special educational activities designed to enrich the public school curriculum which may include assisting with special writing and reading programs.
8. Involved with local area senior citizens' programs to read poetry or to help them gather their stories into poetic form.
9. Involved in the development of creative writing workshops and other educational opportunities for the citizens of the community.
10. Involved in representing the community at state and regional writers' conferences.



DOOR COUNTY

RESOLUTION NO. 2019-23

PROCLAMATION

**TRAVEL & TOURISM WEEK
MAY 5-11, 2019**

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD				
BACON				
BULTMAN				
CHOMEAU				
D. ENGLEBERT				
R. ENGLEBERT				
ENIGL				
FISHER				
GUNNLAUGSSON				
HALSTEAD				
KOCH				
KOHOUT				
LIENAU				
LUNDAHL				
NEINAS				
NORTON				
ROBILLARD				
SCHULTZ				
VIRLEE				
VLES WOTACHEK				
WAIT				

BOARD ACTION

Vote Required: Majority vote of a quorum

Motion to Approve: Adopted

1st: Gunnlaugsson Prepared

2nd: Fisher

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: No Fiscal Impact.

Certification:

I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of March, 2019 by the Door County Board of Supervisors.

Jill M. Law
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Travel matters to the nation's economic prosperity and its image
2 abroad, to business wealth and to individual travelers; and

3
4 **WHEREAS**, Travel to and within the United States provides significant economic
5 benefits for the nation, generating \$2.4 trillion in economic output in 2017, with \$1
6 trillion spent directly by domestic and international travelers that spurred an additional
7 \$1.4 trillion in other industries; and

8
9 **WHEREAS**, Travel is among the largest private-sector employers in the United
10 States, supporting 15.6 million jobs in 2017, including 8.8 million directly in the travel
11 industry and 6.8 million in other industries; and

12
13 **WHEREAS**, Travel spending directly generated tax revenues of \$164.7 billion in
14 2017 for federal, state and local governments, funds used to support essential services
15 and programs; and

16
17 **WHEREAS**, Direct tourism spending in Door County totaled \$358.7 million in
18 2017 and generated \$38.5 million in state and local tax revenue while supporting 3,225
19 jobs and generating \$78.5 million in employee wages; and

20
21 **WHEREAS**, International travel to the United States is the nation's largest single
22 export industry – greater than the export of business services, machinery, computer and
23 electronic products, motor vehicles and agriculture. Travel generated \$251 billion in
24 exports in 2017, creating a travel trade surplus of \$77 billion in favor of the U.S.; and

25
26 **WHEREAS**, Direct spending in 2017 by resident and International travelers in the
27 United States averaged \$2.8 billion a day, \$118.2 million an hour, \$2 million a minute
28 and \$32,800 a second; and

29
30 **WHEREAS**, Leisure travel, which accounts for nearly 3 out of 4 domestic trips
31 taken, spurs countless benefits to travelers' creativity, cultural awareness, education,
32 happiness, productivity, relationships and wellness; and

33
34 **WHEREAS**, Travel is a catalyst that moves the county, state and national economy
35 forward.

36
37 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
38 Supervisors does hereby support and promote May 5-11, 2019 as Travel and Tourism
39 Week in Door County, and urges the citizens of Door County to join in this special
40 observance with appropriate events and commemorations.

SUBMITTED BY:

David Lienau, Chairperson
Door County Board of Supervisors



DOOR COUNTY

RESOLUTION NO. 2019-24

IN MEMORIAM - TOM REYNOLDS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Tom Reynolds passed away on March 13, 2019; and

WHEREAS, Supervisor Reynolds was duly elected to the Door County Board of Supervisors in April, 1990, and re-elected in April of 1992; and

WHEREAS, Supervisor Reynolds represented District 8, consisting of the City of Sturgeon Bay Wards 3, 4 and 5; and

WHEREAS, Supervisor Reynolds served on several committees, including Airport & Parks, Data Processing, Land Information Technical Committee, Resource Planning, Social Services, and as a representative on the Bay Lake Regional Planning Commission; and

WHEREAS, In addition, Tom Reynolds was elected Door County District Attorney in 1974 and served two terms.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors, assembled in regular session this 26th day of March, 2019, extend our sincere sympathy to the family of Tom Reynolds with this acknowledgement of his dedication to the citizens of the County of Door.

Daniel Aurstad

Daniel Aurstad

Helen Bacon

Helen Bacon

Bob Bultman

Bob Bultman

Vanni Chomeau

Vanni Chomeau

David Englebirt

David Englebirt

Roy Englebirt

Roy Englebirt

David Enigi

David Enigi

Kenneth Fisher

Kenneth Fisher

Joel Gunnarsson

Joel Gunnarsson

Randy Halstead

Randy Halstead

Jon Koch

Jon Koch

Suzanne Kober

Suzanne Kober

David Lienau

David Lienau

Megan Lundahl

Megan Lundahl

John Neinas

John Neinas

Missi Norton

Missi Norton

Nancy Robillard

Nancy Robillard

Kathy Schultz

Richard Viree

Richard Viree

Laura Vilas Wolachek

Laura Vilas Wolachek

Linda Walt

Linda Walt

CERTIFICATION:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of March, 2019, by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County



DOOR COUNTY

Resolution No. 2019-26

DOUBLE CELLING - WRITTEN JOINT DETERMINATION

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LINDAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VLES WOTACHEK			
WAIT			

Voice Vote

1 **WHEREAS**, A county jail may use cells for double occupancy if
2 the conditions set forth in § DOC 350.20 Wis. Adm. Code are met;
3 and

4 **WHEREAS**, These conditions include that the county board and
5 sheriff shall jointly determine the adequate staffing needs (including
6 support staff and services) that are required to ensure the health,
7 safety and security of the jail staff and inmates when using double
8 occupancy; and

9 **WHEREAS**, These proposed joint determinations have been
10 reduced to writing in the form of a *Staffing Agreement Double Celling*,
11 which is attached hereto and incorporated herein by reference.

12 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
13 Board of Supervisors does hereby approve the *Staffing Agreement*
14 *Double Celling*.

15 **BE IT FURTHER RESOLVED**, That the *Staffing Agreement*
16 *Double Celling* shall be in effect from and after March 11, 2019, until
17 rescinded or amended by mutual agreement of the County Board
18 and Sheriff.

19 **BE IT FURTHER RESOLVED**, That, unless there is adequate
20 staff, as agreed upon by the County Board and Sheriff, double ceiling
21 may not occur.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted

1st Joel Gunnlaugsson Opposed

2nd Jon Koch

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: There is no additional fiscal implication with the adoption of this resolution. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of March, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

SUBMITTED BY:
Public Safety Committee

[Signature] Joel Gunnlaugsson, Chair

[Signature] Megan Lundahl

[Signature] David Englebert

[Signature] Kathy Schultz

[Signature] Roy Englebert

[Signature] Linda Wait

[Signature] Jon Koch

STAFFING AGREEMENT DOUBLE CELLING
[§ DOC 350.20 Wis. Adm. Code]

This agreement is the "written joint determination" by and between Sheriff Tammy A. Sternard and the Door County Public Safety Committee (a sub-unit, and acting on behalf, of the Door County Board of Supervisors) contemplated by § DOC 350.20(1) Wis. Adm. Code, which provides as follows:

"The county board and sheriff shall determine jointly the adequate staffing needs, including support staff and services that are required to ensure the health, safety, and security of the jail staff and inmates when using cells for double occupancy. The joint determinations shall be in writing and signed by the representatives of the county board and the sheriff and shall be filed with the department. The written joint determination shall remain in effect until rescinded or amended by mutual written agreement of the county board and sheriff. Unless there is adequate staff as agreed upon by the county board and sheriff, double celling may not occur."

The adequate staffing needs, including support staff and services that are required to ensure the health, safety, and security of the jail staff and inmates when using cells for double occupancy per § DOC 350.20 Wis. Adm. Code follow:

1. Door County will have six (6) cells with double bunking in the B Pod.
2. Staffing levels: One (1) Jail Lieutenant/Administrator, three (3) Security Sergeants, fifteen (15) Full-Time Security Deputies, six (6) Part-Time Security Deputies and one (1) Jail Administrative Assistant to staff the Door County Jail.
3. There will be a minimum staff of four (4) Security Deputies on duty, per shift, 24 hours per day.

This agreement shall be in effect from and after March 26, 2019, until rescinded or amended by mutual written agreement of the County Board and Sheriff.

 Sheriff Tammy A. Sternard
 Door County Sheriff's Department

 Date

 David Lienau, Chairperson
 Door County Board of Supervisors

 Date

 Grant P. Thomas, Corporation Counsel

 Date

 Ken Pabich, Door County Administrator

 Date

 Joel Gunnlaugsson, Chairperson
 Public Safety Committee

 Date



DOOR COUNTY

Resolution No. 2019-27

APPOINTMENT TO COMMITTEES, COMMISSIONS & BOARDS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHONEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VUES WOTACHEK			
WAIT			

Vote Voted

1 **WHEREAS**, Pursuant to Section 59.18(2)(c) Wisconsin
2 Statutes, the duties and powers of a County Administrator include
3 appointment of "...the members of all boards and commissions
4 where the statutes provide that such appointment shall be made by
5 the county board or by the chairperson of the county board"; and
6

7 **WHEREAS**, "All appointments to boards and commissions by
8 the County Administrator shall be subject to the confirmation of the
9 County Board" per Section 59.18(2)(c), Wisconsin Statutes; and
10

11 **WHEREAS**, The Rules of Order confers the power to appoint
12 the members of certain committees upon the Chairperson of the
13 County Board, subject to the confirmation of the County Board; and
14

15 **WHEREAS**, The appointment set forth on Exhibit A, attached
16 hereto and incorporated herein by reference, are submitted for
17 County Board confirmation.
18

19 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
20 Board of Supervisors hereby confirms the proposed appointment to
21 boards, commissions, and committees as set forth in Exhibits A.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st Robillard
2nd Lundahl

Yes: ___ No: ___ Exc: ___

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: There is no additional fiscal implication with the adoption of this resolution. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of March, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

SUBMITTED BY:

[Signature]
David Lienau, Chairman
Door County Board of Supervisors

[Signature]
Ken Pabich
County Administrator



County of Door
COUNTY ADMINISTRATOR
 County Government Center
 421 Nebraska Street
 Sturgeon Bay, WI 54235

Ken Pabich, County Administrator
 (920) 746-2303
 kpabich@co.door.wi.us

MEMORANDUM

TO: Dave Lienau, Chairman, County Board of Supervisors
FROM: Ken Pabich
 County Administrator
DATE: March 19, 2019
RE: Appointments to Boards/Commissions

Subject to confirmation by the Door County Board of Supervisors, I respectfully submit the following nominations for appointment:

<u>VETERANS SERVICE COMMISSION</u>	TERM BEGINS	TERM ENDS
Robert A. Gamble (<i>Filling unexpired term of Kenneth Wendt</i>)	March 2019	December 2021

New Member Biography: Mr. Robert A. Gamble is a United States Army veteran who served on active duty from 1964-1967. He is a recipient of the National Defense Service Medal and the Good Conduct Medal. Mr. Gamble is the Vice Chairman of the Door County Veterans Service Council.

<u>AGING & DISABILITY RESOURCE CENTER ADVISORY BOARD</u>		
Roxanne Boren (<i>Filling unexpired term of Christine Anderson</i>)	March 2019	April 2021
Vic Verni (<i>Filling unexpired term of Judy Larson</i>)	March 2019	April 2019

<u>NUTRITION ADVISORY COUNCIL</u>		
Roxanne Boren (<i>Filling unexpired term of Christine Anderson</i>)	March 2019	April 2021
Debbie Dahms (<i>Filling unexpired term of Carmen Schroeder</i>)	March 2019	April 2021
Steve Hey (<i>Filling unexpired term of Mike Green</i>)	March 2019	April 2019
Winnie Jackson (<i>Filling unexpired term of Jenny Spude</i>)	March 2019	April 2019

New ADRC/NAC Member Biographies:

Debbie Dahms: I have lived in Brussels for most of my life, in fact I tell people I never got too far in life as I live one mile from the house I was born in! I retired in 2011 after over 42 years of being a LPN. During that time I also was an EMT for DCEMS for 22 years. I grew up on a farm, which my brother now farms. My husband Frank will celebrate our 50th anniversary this year. We have 2 daughters and 1 son, and 8 wonderful grandchildren. Since retiring I have been volunteering at the VA clinic in Green Bay, quilting, reading and enjoying more walks.

Roxanne Boren: I am a Registered Nurse. I have worked in intensive care units, trauma units and ER's. I have been an activity coordinator for a 120 bed skilled care unit although this was many, many, years ago. Most of my career has been in the education of heart patients. I have educated pediatric patients going for open heart surgery and adults. The job I left to move to the Island was educating adult heart failure patients to prevent the readmission in the first 30 days upon returning home. The nationwide readmission rate was 24% and we got ours down to 14% with a lot of one on one education. :) I have worked at our Free Clinic educating people on affordable changes they can make in their life to help with hypertension. I was on the Patient Education Committee for the American Association of Heart Failure Nurses for two years. I am certified in Heart Failure and Anticoagulation Therapy Management. And now that I am on the Island I just love to work with people and give back to the community I have now joined.

Steve Hey: Steve Hey is a retired Professor of Sociology from Willamette University in Salem, OR. In August of 1981 he graduated with his Ph.D. in Sociology from the University of Colorado where he also wrote his dissertation entitled, "Social Aspects of Becoming Visually Impaired in Later Life: A Study in the Socialization to Severe Visual Impairment". His last major assignment for Willamette University was to direct and teach in the University's study abroad program. Professor Hey has spent most of his time in retirement between Salem, OR and

Baileys Harbor, WI. But since 2016, he now lives in Baileys Harbor full-time. Over the past four years, Professor Hey has served on the Board of the Baileys Harbor Historical Society and has sponsored two workshops on qualitative interviewing.

Vic Verni: Vic Verni retired a few years ago as the executive director of the Epilepsy Foundation North/Central Illinois, Iowa and Nebraska after 40 years of service to the epilepsy community and the City of Rockford. Verni was hired as the executive director of the foundation in April 1974, and was tasked with advocating for people with epilepsy and their families in Winnebago, Stephenson and Boone counties. With a budget of \$10,000 and a part-time secretary, Verni quickly realized the need for services in surrounding areas. Throughout his time working for the Epilepsy Foundation, Verni expanded the foundation's territory, which now includes 27 counties in north central Illinois, the entire state of Iowa and the entire state of Nebraska. While the territory has expanded, Verni remained committed to the improvement of Rockford by also serving as the 12th Ward alderman from 1989 to 2001. Vic and his wife now live in Egg Harbor. Vic currently serves on the Board of Representatives for the Landmark Resort.

Winnie Jackson: Winnie Jackson is the Administrative Assistant at First Baptist Church in Sister Bay. Winnie received her Bachelor's degree from Bethel College (MN) in Music Education. She taught in Rockford, IL before relocating back home to Sister Bay. Following 20 years of working in tourism, she is completing 14 years in her current position. Included in her duties are being the front line to the Koinonia Kupboard food pantry that has been providing food for over 30 years. This ministry has given Winnie insight into the needs of Northern Door among the ALICE community as well as retirees. She is looking forward to being a part of the Nutrition Advisory Council.



DOOR COUNTY

Resolution No. 2019-28

**COUNTY SNOWMOBILE TRAIL AID,
2019-20 SNOW SEASON**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD				
BACON				
BULTMAN				
CHOMEAU				
D. ENGLEBERT				
R. ENGLEBERT				
ENIGL				
FISHER				
GUNNLAUGSSON				
HALSTEAD				
KOCH				
KOHOUT				
LIENAU				
LUNDAHL				
NEINAS				
NORTON				
ROBILLARD				
SCHULTZ				
VIRLEE				
VILIES WOTACHEK				
WAIT				

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adapted Referred

1st: Austad Defeated

2nd: Halstead

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: Snowmobile trail grant funds are utilized up to the amount of the grant received. There should be no fiscal impact. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of March, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Door County is interested in the development and
2 maintenance of snowmobile trails and related facilities for public
3 snowmobile purposes; and

4
5 **WHEREAS**, Aid to counties for snowmobile purposes is available
6 under Section 23.09(26), Wisconsin Statutes.

7
8 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
9 Board of Supervisors does hereby approve the application for funds
10 under Section 23.09(26), Wisconsin Statutes, for aid to counties for
11 snowmobile purposes.

12
13 **BE IT FURTHER RESOLVED**, That the Door County Facilities and
14 Parks Director or their designee, subject to the oversight of the Door
15 County Facilities and Parks Committee, is hereby authorized to act on
16 behalf of Door County and; a) apply (to the State of Wisconsin,
17 Department of Natural Resources and/or any other source) for aid
18 under Section 23.09(26), Wisconsin Statutes; b). negotiate; c) execute
19 documents; and take all actions necessary to receive the aid and
20 undertake and complete funded projects.

SUBMITTED BY: FACILITIES & PARKS COMMITTEE

Dan Austad Richard Virlee
Dan Austad, Chairperson Richard Virlee

Randy Halstead Helen Bacon
Randy Halstead Helen Bacon

Susan Kohout Ken Fisher
Susan Kohout Ken Fisher

Roy Englebert
Roy Englebert



RESOLUTION NO. 2019-29

RECOGNITION OF KENNETH C. WENDT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Kenneth Wendt of Sturgeon Bay served his country in the United States Army from 1954 to 1956 during the Korean Conflict, and returned to Sturgeon Bay with an honorable discharge; and

WHEREAS, Kenneth Wendt advocated tirelessly for veterans throughout his life - as a life member of Weber-Tess AVMETs Post 51 in Sturgeon Bay and in many AMVETS state-level leadership positions that greatly benefitted his fellow veterans; and

WHEREAS, Kenneth Wendt served as the Chairman of the Board of the Wisconsin Department of Veterans Affairs to ensure Wisconsin veterans and their families would be taken care of; and

WHEREAS, Kenneth Wendt was recognized by the State of Wisconsin at the King Veterans Home for all of his years of selfless service to veterans by having a meeting room named in his honor; and

WHEREAS, Kenneth Wendt's lifelong dedication to others has improved the quality of life for countless veterans in Door County and the State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors, on behalf of all citizens of Door County, extends our sincere gratitude and appreciation for the service and dedication of Kenneth Wendt to the people of Door County and the State of Wisconsin.

David Austad

David Austad

Helen Bacon

Helen Bacon

Bob Bultman

Bob Bultman

Frank Chomeau

Frank Chomeau

David Englebert

David Englebert

Ruth Englebert

Ruth Englebert

David Engh

David Engh

Kenneth Fisher

Kenneth Fisher

Joel Gunnlaugsson

Joel Gunnlaugsson

Randy Halstead

Randy Halstead

Jan Koch

Jan Koch

Susan Kohout

Susan Kohout

David Lianau

David Lianau

Megan Mandahl

Megan Mandahl

John Neinas

John Neinas

Nissa Norton

Nissa Norton

Nancy Robillard

Nancy Robillard

Kathy Schultz

Kathy Schultz

Richard Viree

Richard Viree

Laura Viles Wotchek

Laura Viles Wotchek

Linda Wait

Linda Wait

CERTIFICATION:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 16th day of April, 2019, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VILIES WOTACHEK			
WAIT			

BOARD ACTION

Vote Received: Majority Vote of a Quorum

Motion to Approve: Adopted

1st: Choi Defeated

2nd: Bultman

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: There is no fiscal impact associated with the adoption of this resolution. STW

Certification:

I, JIM LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 19th day of April, 2019 by the Door County Board of Supervisors.

Jim Lau
Jill M. Lau
County Clerk, Door County

Resolution No. 2019-30

Publication of Legal Notices: Newspapers

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Ch. 985, Wis. Stats. sets out requirements for counties
2 publishing or posting legal notices; and

3
4 **WHEREAS**, In order for a county to satisfy the legal requirements
5 for publishing notices in a newspaper, the newspaper must be
6 qualified under Ch. 985, Wis. Stats.; and

7
8 **WHEREAS**, 2017 Wisconsin Act 282 (effective April 18, 2018)
9 changed the definition of and qualifications for a newspaper under Ch.
10 985, Wis. Stats.; and

11
12 **WHEREAS**, The Door County Advocate and Peninsula Pulse have
13 each filed a certificate with the County Clerk stating that it qualifies
14 (i.e., satisfies the requirements) under §985.03, Wis. Stats.; and

15
16 **WHEREAS**, Door County may, but is not required to, designate a
17 newspaper as its official newspaper under §985.05, Wis. Stats.

18
19 **NOW, THEREFORE, BE IT RESOLVED**, By the Door County
20 Board of Supervisors that legal notices may be published in any
21 newspaper that meets the qualifications under §985.03, Wis. Stats.

22
23 **BE IT FURTHER RESOLVED**, That Door County does not wish to
24 designate, and repudiates any prior designation of, an official
25 newspaper under §985.05, Wis. Stats. or otherwise.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

David Lienau David Lienau, Chairman

Susan Kohout Susan Kohout

Kenneth Fisher Kenneth Fisher

John Neinas John Neinas

Dan Austad Dan Austad

Nancy Robillard Nancy Robillard

Joel Gunnlaugsson Joel Gunnlaugsson



DOOR COUNTY

Resolution No. 2019-31

AMERICA'S FARMERS GROW COMMUNITIES DONATION TO THE AGING AND DISABILITY RESOURCE CENTER OF DOOR COUNTY

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
MEINAS	X		
MORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VILIES WOTACHEK	X		
WAIT	X		
	21	0	0

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Deleted

1st: Bacon Deleated

2nd: Bultman

Yes: 21 No: 0 Exc: 0

Reviewed by: , Corp. Counsel

Reviewed by: , Administrator

FISCAL IMPACT: The donated funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this donation. STW

Certification:

I, JIM LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 16th day of April, 2019, by the Door County Board of Supervisors.

JIM LAU
 County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept
2 donations, gifts, or grants of money for any public governmental purpose within the
3 powers of the County; and

4 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of
5 Door" requires approval of the Door County Board of Supervisors, for acceptance of all
6 donations, gifts, and grants whether in the form of money, or personal or real property;
7 and
8

9 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorized
10 an oversight committee to accept donations, gifts or grants; requires County Board be
11 provided notice of any donation, gift or grant in excess of \$1,000 prior to acceptance;
12 and requires that an itemized report of all donations, gifts or grants shall be submitted
13 to the county board on an annual basis; and

14 **WHEREAS**, Randy Halstead was recently selected as a 2019 winning farmer for
15 an America's Farmers Grow Communities donation of \$2,500; and

16 **WHEREAS**, As a winner, Randy was given the choice of naming the organization
17 he wanted to receive the donation and he directed the donation to the Aging and
18 Disability Resource Center's ("ADRC") Home Delivered Meals program; and

19 **WHEREAS**, This donation will allow the ADRC to purchase multiple freezers and
20 place them in each meal site throughout Door County and enhance ADRC's ability to
21 distribute frozen meals to older adults who are homebound instead of requiring a loved
22 one come to Sturgeon Bay to pick them up; and

23 **WHEREAS**, The Human Services Board has voted to accept the aforesaid
24 donation.

25 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of
26 Supervisors does hereby accept of the America's Farmers Grow Communities
27 donation of \$2,500 for the Aging and Disability Resource Center's Home Delivered
28 Meals program.

29 **BE IT FURTHER RESOLVED**, That the aforesaid donation shall be administered
30 by the Health & Human Services Department, subject to oversight by the Human
31 Services Board.

SUBMITTED BY: Human Services Board

Helen Bacon, Chairperson
 Bob Bultman
 Megan Lundahl
 Nissa Norton
 Laura Vilies Wotachek

Wayne Kudick
Thomas Leist
Joe Miller
Robert Rau



DOOR COUNTY

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD		X		
BACON		X		
BULTMAN		X		
CHOMEAU		X		
D. ENGLEBERT		X		
R. ENGLEBERT		X		
ENIGL		X		
FISHER		X		
GUNNLAUGSSON		X		
HALSTEAD		X		
KOCH		X		
KOHOUT		X		
LIENAU		X		
LUNDAHL		X		
NEINAS		X		
NORTON		X		
ROBILLARD		X		
SCHULTZ		X		
VIRLEE		X		
VILES WOTACHEK		X		
WAIT		X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Fisher

2nd: Gunnlaugsson

Yes: 21 No: 10 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: With the adoption of this resolution there will be no fiscal impact in 2019. The maximum increase to the 2020 budget will be \$68,267 and the 2021 budget increase will be \$68,068. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 16th day of April, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

Resolution No. 2019-32
SCHOOL RESOURCE OFFICER POSITION(S)

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, The standard practice and procedure calls for a joint meeting of the
2 Administrative Committee and Finance Committee for evaluation and resolution of new
3 position requests; and

4 WHEREAS, In this instance, no joint meeting was held but the Administrative
5 Committee met, considered and acted upon this matter on Tuesday, April 9, 2019 and the
6 Finance Committee met, considered and acted upon this matter on Monday, April 15, 2019;

7
8
9 WHEREAS, Both the Administrative Committee and Finance Committee have
10 recommended approval of the School Resource Officer positions (See: Addendum A,
11 incorporated herein by reference herein as if fully set forth) effective for the 2019-2020
12 school year; and

13
14 WHEREAS, Neither the amounts of the various appropriations or the purposes for
15 such appropriations stated in the Door County Sheriff's Office 2019 budget need be
16 changed because of these positions being approved.

17
18 NOW, THEREFORE, BE IT RESOLVED, That the three School Resource Officer
19 positions, as described in Addendum A, are hereby approved effective for the 2019-2020
20 school year.
21

SUBMITTED BY:
ADMINISTRATIVE COMMITTEE & FINANCE COMMITTEE

<u>[Signature]</u> David Lienau, Administrative Committee Chair	<u>[Signature]</u> Kathy Schultz, Finance Committee Chair
<u>[Signature]</u> Ken Fisher	<u>[Signature]</u> David Englebert
<u>[Signature]</u> Dan Austad	<u>[Signature]</u> David Enigl
<u>[Signature]</u> Joel Gunnlaugsson	<u>[Signature]</u> Susan Kohout
<u>[Signature]</u> Susan Kohout	<u>[Signature]</u> Nancy Robillard
<u>[Signature]</u> John Neinas	<u>[Signature]</u> Richard Virlee
<u>[Signature]</u> Nancy Robillard	<u>[Signature]</u> Laura Viles Wotachek



**OFFICE OF THE SHERIFF
DOOR COUNTY**

1201 S. Duluth Avenue Sturgeon Bay, WI 54235
(920) 746-2400 FAX (920) 746-2411

SHERIFF
Tammy Starnard

CHIEF DEPUTY
Patrick McCarty

**FIELD SERVICES
LIEUTENANT**
Robert Lauder

JAIL LIEUTENANT
Kylie Væser

Memo

To: Administrative Committee

From: Sheriff Tammy Starnard

Date: 04-01-19

Re: Implement a Formal School Resource Officer Program in Door County

Historically, for the past 30 years the Sheriff's Office has had one Juvenile Investigator position who is responsible to provide D.A.R.E programming, investigate school incidents, child abuse cases, sexual assault cases along with providing school administration guidance on law enforcement related issues.

Based on the increased caseload in these areas, calls for service to the districts, complexity and amount of time involved, one individual can no longer handle all of these responsibilities and effectively provide the proactive programming needed. With our limited involvement in the school districts we often find ourselves responding in a reactive manner.

Southern Door and Sevastopol schools currently have minimal hours each month of additional foot patrol which we are providing at no cost to the districts. Gibraltar had been utilizing the Gibraltar Police Department officer in their district. My understanding is this is no longer the case due to personnel vacancies within Gibraltar Police Department.

My plan for implementing a formal School Resource Officer Program in Door County takes the approach of finding the balance between prevention, enforcement and most importantly using an evidence based approach to providing a safe learning environment for students and staff. There are numerous benefits of adding SRC's in schools, here are some examples.

1. Build Positive Relationships with Youth
2. Provide Educational Programming to Students, Staff & Community
3. Provide Timely Response to School Threats
4. Reduction in Youth Entering Criminal Justice System
5. Building Stronger Relationships with Community
6. Serves as Liaison Between Law Enforcement, Schools, Parents, Human Services and Outside Agencies.

Schools and law enforcement must build trust and open lines of communications while developing their SRO program. The proposed model MOA (Memo of Agreement) with the school districts utilizes best practices from SECURE (Safe School Based Enforcement through Collaboration, Understanding and Respect) created by Department of Education and Department of Justice. The MOA is currently under review by Corporation Counsel.

In order to continue addressing the area of school safety the Sheriff's Office, Police Departments, School Administrators, District Attorney and Emergency Services have been meeting on a regular basis and have agreed to work collaboratively and be proactive when addressing school safety issues within our community.

For many years the common thought had been to place one SRO per every 1000 students. Based on the increase on issues schools are facing NASRO (The National Association of School Resource Officers) suggests school districts and communities assign at the very minimum one School Resource Officer in every school/campus to allow for effective implementation and program success. All three proposed districts have one campus for all grade levels. Each school district will make the determination regarding what coverage they would contract for.

I completely understand and respect the established process for adding personnel. The reason I'm bringing this forward outside of the established time line is two-fold. First, I was not Sheriff when the 2019 budget was drafted and secondly all three districts have requested the SRO positions to begin for the start of the 2019-2020 in September of this year.

I presented my proposal for the School Resource Officer Program to the Public Safety Committee in February. The committee approved presenting the School Resource Program at the March school board meetings to determine specific interest.

In March, I presented this proposal at Southern Door, Sevastopol and Gibraltar school board meetings to determine the level of interest. All three districts voted to move ahead with entering into a three-year purchase service agreement for the 2019-2020, 2020-2021 & 2021-2022 school years to add a full-time School Resource Officer in their districts.

Sturgeon Bay School District and Washington Island School District are currently working with their police departments regarding SRO's.

School District's Financial Investment

Each school district will reimburse the County for the cost (i.e., wages and benefits) of the assigned School Resource Officer during the 2019-2020, 2020-2021, & 2021-2022 school years. The annual reimbursement amount will be calculated based on 1440 hours each school year.

Each school district will cover 80% of the cost for 9 months (roughly 1440 hours). The reason for 80% is, as the Sheriff, I would still have the flexibility to utilize SRO's when needed outside of the school environment during the school year for emergency situations, court, training, investigations requiring them to leave campus, etc.

The school districts of Southern Door, Sevastopol and Gibraltar will reimbursement the amount below for each contracted year of purchased service as follows:

2019-2020	\$ 64,000.00 x 3	\$192,000.00
2020-2021	\$ 62,000.00 x 3	\$186,000.00
<u>2021-2022</u>	<u>\$ 60,000.00 x 3</u>	<u>\$180,000.00</u>
Total Reimbursed by Districts:		\$558,000.00

The School District may request additional hours of the School Resource Officer and will reimburse County at the same hourly rate for any additional hours requested. The County will provide the School District an invoice bi-annually on December 1st and July 1st for the School Resource Officer's services. The school district will pay this bill within forty-five days of its receipt.

Any future requests from other districts would be handled on a case-by-case basis.

Sheriff's Financial Investment

In 2018, Sheriff Delarwelle made the decision to make an organizational structure change, which resulted in going from five investigators to four investigators for the purpose of entering into a contract with the Sturgeon Bay Police Department to pay for 50% of the Forensic Analyst/Investigator position. This contract costs \$52,398.50 annually, which results in the funding for half of an investigator position not currently being utilized.

2019- Sept-Dec - **\$24,165.00** Available In 2019 Budget (**Exhibit A**)

2020- \$123,257.00 (**Exhibit B**)

\$ 50,000.00	½ of Investigator position not being filled.
<u>-\$ 5,000.00</u>	Expense of current coverage at Southern Door/Sevastopol
\$ 68,257.00	Total Maximum Increase on Budget (3 Full-Time SRO's)

2021- \$123,068.00 (**Exhibit C**)

\$ 50,000.00	½ of Investigator position not being filled.
<u>-\$ 5,000.00</u>	Expense of current coverage at Southern Door/Sevastopol
\$ 68,068.00	Total Maximum Increase on Budget (3 Full-Time SRO's)

2022- TBD, based on final union contract negotiations, anticipate similar amount

I have included the following for your review:

1. SRO Job Description
2. Revised Organizational Structure for Sheriff's Office
3. Fiscal Impact

The issue of school safety impacts every community and ours is no different. Both nationally and within our own state this is an area of top priority. In 2018, the State of Wisconsin formed the Office of School Safety to start addressing this very serious issue. It's my belief as we move forward either the County and/or the school districts will be able to apply for grant funding to assist with the cost of SRO's. The first rounds of grants were given to address Safety and Security measures dealing with physical plants, technology, etc.

Statistically, acts of school violence can happen in any size community. In my mind, it really comes down to asking ourselves this, "Are we as prepared, investing in, and being proactive as possible in this area?" As the Sheriff, it's my responsibility to provide the background regarding the benefits and the direction of personnel allotment I feel is needed to help ensure we are doing everything possible to provide the safest school environments possible.

Respectfully Submitted,

Sheriff Tammy Sternard

**County of Door
School Resource Officer**

Job Title	School Resource Officer	Last Revision	
Department	Sheriff	HR Reviewed	
Division		Employee Group	Union
Report To	Sheriff and/or his/her designee. The Investigative Sergeant is the direct supervisor.	FLSA Status	Non-Exempt
Pay Range	Pay Grade F	EEO Code	04 – Protective Services

General Summary

Under the general direction of the Sheriff, Chief Deputy and Field Service Lieutenant, the Investigative Sergeant is the direct supervisor. This position is responsible for enforcing all state, county, and federal laws and regulations; aids in conducting investigations and making arrests. The School Resource Officer program provides a convenient and confidential resource for students to express concerns, and provides exposure to law enforcement in an informal, non-authoritarian setting. Performs related duties as required.

Duties and Responsibilities

Essential Job Functions

1. Provides a sense of safety for the schools and students by patrolling the area during the school day and at extra-curricular activities.
2. Act as a liaison between the Door County Sheriff's Office, the school district and the community and is responsible for all law enforcement related activities involving the assigned school.
3. Provides schools' staff with a readily available law enforcement resource to provide a better understanding of what the law provides as it relates to the juvenile/children's code and other applicable laws.
4. Responsible for dealing with campus related problems that range from crime prevention to law enforcement, investigates possible criminal activity, and provides investigative follow-up.
5. Participate in the creation and updating of the school safety plan. Plan and implement school threat drills. Attend school safety meetings.
6. Act as a counselor and resource person for students, their families, school staff and the community. Serves as a referral source for various social services agencies.
7. Establishes rapport with students, school staff, parents, and the community to promote public relations and become more responsive to the needs of the schools, communities, and Sheriff's Office.
8. Coordinates activities with school officials to maintain open lines of communication and serve the needs of the schools. Participates in meetings and committee work within the school.
9. Creates and administers programs to serve the needs of students, schools' staff, and communities.
10. Creates, completes and files appropriate reports, statistical information, and documentation using appropriate grammar, symbols and mathematical computations.
11. Serves as a resource person for classroom lectures, demonstrations and discussions. Serves as an instructor on various topics by delivering presentations to the students and training to the schools' staff.

County of Door School Resource Officer

12. Perform after-hours duties at school functions as required.
13. Supplement other Sheriff's Office functions when school is not in session.
14. Provide truthful and accurate written and verbal communications.

General Job Functions

1. Works an assigned shift within the school without supervision. Exercises sound judgment in deciding course of action to handle routine and emergency situations without assistance.
2. Coordinates activities with other officers/deputies or other departments as needed, exchanges information with officers/deputies/workers in other law enforcement and social services agencies, and obtains advice from the District Attorney's Office and Corporation Counsel Office regarding cases, policies and procedures, as needed and assigned.
3. Carries out duties in conformance with Federal, State and County laws, ordinances and departmental policies and procedures.

Requirements

Training and Experience

1. High School diploma or equivalent.
2. Minimum of two (2) year Associate Degree from an accredited technical school or sixty (60) credit hours from a college or university in police science, criminal justice, or related field.
3. Current law enforcement certification with the State of Wisconsin.
4. Three (3) years of full-time law enforcement experience.
5. Successful completion of:
 - Basic School Resource Officer (SRO) training program.
 - Other specialty training as required
6. Working knowledge and ability to use a computer and current software programs.

Knowledge, Skills, and Abilities Required

1. Knowledge of laws, regulations, ordinances and departmental and school policies and procedures which impact duties of a school resource officer.
2. Knowledge of personal self-defense.
3. Ability to use tact and discretion to optimize safety and control.
4. Ability to react quickly, both mentally and physically, to any situation.
5. Ability to prepare accurate reports.
6. Ability to operate: police vehicle, radio, handgun and other weapons as required, baton, handcuffs, computer, Automatic External Defibrillators (AED), first aid equipment, copy machine, fax machine, camera, PBT, Taser, SCBA equipment, and other related equipment to the school resource officer position.

County of Door School Resource Officer

Physical and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work conditions vary by school. Few tasks require heavy lifting, pushing, pulling, or carrying heavy loads. Flexibility is important because of the need to inspect buildings, climb over and around obstacles, suddenly move out of the way of dangers, etc. Mental alertness is very important because of the need to make fine discriminations and decisions concerning subtle cues of impending danger or to discover inconsistencies in witnesses or suspects' testimonies, etc.

In an effort to provide for continuity of County government and to cope with the problems of the emergency, you may be required to work during a proclaimed state of emergency, consistent with Sec 166.03 (4) (a) – (d) Wis. Stats. and County emergency management plans and programs.

"The above statements are intended to describe the general nature and level of work being performed by people assigned to this position. They are not intended to be an exhaustive list of responsibilities, duties and skills required of personnel so classified." This description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees under supervision. Door County retains and reserves any or all rights to change, modify, amend, add to or delete from the section of this document as it deems, in its judgment, to be proper.

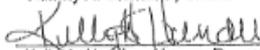
Approvals:



Tammy A. Starnard, Sheriff

1-31-19

Date



Kelly A. Harlow, Human Resources Director

1-31-19

Date



DOOR COUNTY

Resolution No. 2019-33

AMENDMENT TO DOOR COUNTY ADMINISTRATIVE MANUAL

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUI	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VILES WOTACHEK	X		
WAIT	X		
	21	0	0

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Rejected

1st: Gunnaugsson
2nd: Kohout

Yes: 21 No: 0 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The estimated annual cost for the Highway Foreman Premium is \$2,361. STW

Certification:

I, JIM M. LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 16th day of April, 2019 by the Door County Board of Supervisors.

[Signature]
Jim M. Lau
County Clerk, Door County

1 **WHEREAS**, The Door County Employee Administrative Manual was approved
2 by the County Board's adoption of Resolution No. 2013-69 on October 22, 2013,
3 and has been in full force and effect from and after January 1, 2014.

4 **WHEREAS**, The Door County Board of Supervisors does hereby amend the
5 Door County Administrative Manual as follows:
6

7 **❖ ADMINISTRATIVE MANUAL**

8 **2.5 EMPLOYEE COMPENSATION**

9 **D. Special Pay**

10 **Foreman Premium**

11 FLSA non-exempt employees in the Highway Department will
12 receive fifty-cents (\$0.50) per hour when assigned to oversee the
13 operations of the department in the absence of management.
14 receive a premium of one dollar (\$1.00) per hour if and when
15 assigned, by the Highway Commissioner, as a Foreman. Such
16 assignments are temporary in nature.

17 **WHEREAS** The purpose of this premium pay is to fairly compensate employees
18 temporarily assigned, based on their abilities, knowledge and skills, Foreman
19 duties.

20 **NOW, THEREFORE, BE IT RESOLVED**, That the proposed amendments to the
21 Door County Administrative Manual, as set forth above, are hereby approved.
22

23 **BE IT FURTHER RESOLVED**, That the Door County Administrative Manual
24 shall remain unchanged and shall continue in full force and effect except as
25 amended by this Amendatory Resolution.
26

27 **BE IT FINALLY RESOLVED**, That this Amendatory Resolution shall be in full
28 force and effect from and after its adoption by the Door County Board of
29 Supervisors.
30

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

[Signature] David Lienau, Chairman
[Signature] Susan Kohout
[Signature] Kenneth Fisher
[Signature] John Neinas
[Signature] Dan Austad
[Signature] Nancy Robillard
[Signature] Joel Gunnlaugsson



DOOR COUNTY

**Resolution No. 2019-34
FACILITIES & PARKS
TRANSFER OF NON-BUDGETED FUNDS**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOPEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOUIT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
SCHULTZ	✓		
VIRLEE	✓		
VILIES WOTACHEK	✓		
WAIT		✓	

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve: Adopted Deleted

1st: Schultz 2nd: Enigl

Yea: 21 No: 0 Exc: 0

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The fiscal impact is a decrease of \$94,000 to the Unassigned Fund Balance which leaves a balance in this account of \$11,894,572.37. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 16th day of April, 2019 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, In accordance with Section 65.90(5)(a) Wisconsin Statutes
2 and Rules of Order #19 the amounts of the various appropriations and the
3 purposes for such appropriations stated in a budget may not be changed
4 unless authorized by a vote of two-thirds of the entire membership of the
5 County Board of Supervisors; and
6

7 **WHEREAS**, Door County's acquisition of 56 N. 4th Avenue, City of
8 Sturgeon Bay - P.I.N. 218-10-85260201 (hereafter "subject property") was
9 authorized by County Board's adoption of Resolution No. 2019-13 on January
10 22, 2019 ... and completed in April, 2019; and
11

12 **WHEREAS**, Costs related to ownership of the subject property (e.g.,
13 utilities, maintenance and repair) of the subject property were not anticipated
14 or included in the 2019 budget; and
15

16 **WHEREAS**, The Facilities & Parks Committee at its April 5, 2019, meeting
17 requested the transfer of up to \$94,000 from the Museum Expansion Project
18 Reserve for such costs (e.g., ≈\$18,500 for Heat and Gas, ≈\$15,500 for Utilities,
19 ≈\$40,000 for building repair and maintenance and ≈\$20,000 for equipment
20 repairs and maintenance); and
21

22 **WHEREAS**, The Finance Committee at its April 15, 2019, meeting
23 recommended that up to \$94,000 be transferred from the Unassigned Fund
24 Balance #100.33101 to the following Facilities & Parks line items Fuel-Heat-
25 56 N 4th Ave #100.37.1120.52203.6504 ≈\$18,500, Utilities-56 N 4th Ave
26 #100.37.1120.52205.6504 ≈\$15,500, Repairs & Maintenance Bldg-56 N 4th
27 Ave #100.37.1120.52304.6504 ≈\$40,000 and Repairs & Maintenance-56 N 4th
28 Ave #100.37.1120.52306.6504 ≈\$20,000 for costs related to ownership of the
29 subject property.
30

31 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
32 Supervisors does hereby approve the transfer of up to \$94,000 be transferred
33 from the Unassigned Fund Balance account #100.33101 to the following
34 Facilities & Parks line items Fuel-Heat-56 N 4th Ave #100.37.1120.52203.6504
35 ≈\$18,500, Utilities-56 N 4th Ave #100.37.1120.52205.6504 ≈\$15,500, Repairs
36 & Maintenance Bldg-56 N 4th Ave #100.37.1120.52304.6504 ≈\$40,000 and
37 Repairs & Maintenance-56 N 4th Ave #100.37.1120.52306.6504 ≈\$20,000 for
38 costs related to ownership of the subject property.

SUBMITTED BY: FINANCE COMMITTEE

Kathy Schultz Kathy Schultz, Chair
Nancy Robillard Nancy Robillard
David Englebert David Englebert
Richard Virlee Richard Virlee
David Enigl David Enigl
Laura Vilies Wotachek Laura Vilies Wotachek
Susan Kohout Susan Kohout



2018 CARRY FORWARDS FROM GENERAL FUND ACCOUNTS

DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	<input checked="" type="checkbox"/>		
BACON	<input checked="" type="checkbox"/>		
D. ENGLEBERT	<input checked="" type="checkbox"/>		
R. ENGLEBERT	<input checked="" type="checkbox"/>		
ENIGL	<input checked="" type="checkbox"/>		
FISHER	<input checked="" type="checkbox"/>		
GUNNLAUGSSON	<input checked="" type="checkbox"/>		
HALSTEAD	<input checked="" type="checkbox"/>		
KOCH	<input checked="" type="checkbox"/>		
KOHOUT	<input checked="" type="checkbox"/>		
LIENAU	<input checked="" type="checkbox"/>		
LIUNDAHL	<input checked="" type="checkbox"/>		
MOELER	<input checked="" type="checkbox"/>		
NEINAS	<input checked="" type="checkbox"/>		
ROBILLARD	<input checked="" type="checkbox"/>		
SCHULTZ	<input checked="" type="checkbox"/>		
SITTE	<input checked="" type="checkbox"/>		
SOHNS	<input checked="" type="checkbox"/>		
VIIRLEE	<input checked="" type="checkbox"/>		
VILIES WOTACHEK	<input checked="" type="checkbox"/>		
WAIT	<input checked="" type="checkbox"/>		

BOARD ACTION

Vote Required: Two-thirds of entire membership

Motion to Approve Adopted

1st Schultz Delivered

2nd Enigl

Yes: 21 No: 0 Exc: 0

Reviewed by:

 Corp. Counsel

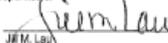
Reviewed by:

 Administrator

FISCAL IMPACT: Project funds or grants that are ongoing are non-lapsed or carried forward to the next budget year. There is no additional fiscal impact on the 2019 budget. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 16th day of April, 2019, by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, In accordance with Section 65.90(5)(a) Wisconsin
2 Statutes and Rules of Order #19 the amounts of the various
3 appropriations and the purposes for such appropriations stated in a
4 budget may not be changed unless authorized by a vote of two-thirds of
5 the entire membership of the County Board of Supervisors; and
6

7 **WHEREAS**, Carry forwards arise when there is a committed
8 contract or project that was budgeted in one year and will not be
9 completed until the following year and where the County has various
10 grant projects that continue to provide programming as directed by the
11 specific nature of the grant into the next year; and
12

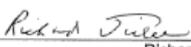
13 **WHEREAS**, Those funds are available until the contracts or
14 projects are completed; and;

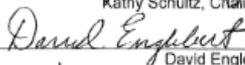
15 **WHEREAS**, The Finance Committee is recommending that
16 \$558,869.55 be transferred from the respective non-lapsing accounts in
17 2018 to the respective non-lapsing accounts in 2019 (see attached
18 listing) in accordance with the Finance Committee adopted Carryover
19 of Funds from One Year to the Next procedure/policy. Policy attached.
20

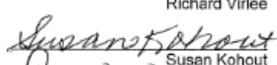
21 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
22 Board of Supervisors does hereby approve the request made to transfer
23 \$558,869.55 from the 2018 non-lapsing account to the respective 2019
24 non-lapsing accounts (see attached listing) to be expended in 2019
25 budget year.
26

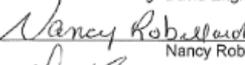
SUBMITTED BY: FINANCE COMMITTEE

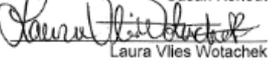

Kathy Schultz, Chairman

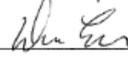

Richard Virlee


David Englebert


Susan Kohout


Nancy Robillard


Laura Vilies Wotachek


David Enigl

DOOR COUNTY
Carry Forwards Approved by Finance Committee

Amounts Carried Forward from 2018 to 2019

<u>Department</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	
General Administration	100.06.1161.51207	Unemployment Compensation	\$ 15,000.00	
	100.06.1161.59103	Contingency Expense	\$ 289,927.03	
		Subtotal		\$ 304,927.03
County Board	100.11.1101.54115	Jingdezhen Sister City (Jingdezhen Delegation's 2019 visit)	\$ 3,805.42	
		Subtotal		\$ 3,805.42
Technology Services	100.13.1105.52302.6943	SC-Sturgeon Bay CAN (Maintenance of Fiber Optic Network)	\$ 22,226.08	
		Subtotal		\$ 22,226.08
Soil & Water Conservation	100.31.6108.53101	Soil & Water Conservation Special Fund (Multi-Year Project)	\$ 50,959.33	
	100.31.6112.53101	Waste Storage Permits (Multi-Year Project)	\$ 29,241.99	
	100.31.6113.58120	Water Pollution Abatement-Coat Shares (Multi-Year Project)	\$ 78,392.38	
		Subtotal		\$ 158,593.70
Airport	100.53.4201.69901	Airport Capital Outlay (Budgeted Match for Airport Entitlement Funds)	\$ 25,598.32	
		Subtotal		\$ 25,598.32
Veterans	100.20.3802.58129	Veterans Outreach (Veterans Services throughout Door County)	\$ 5,000.00	
		Subtotal		\$ 5,000.00
Facilities & Parks	100.37.5202.69901	Capital Outlay (Install gravel Ellison Bluff Park Rd)	\$ 15,000.00	
		Subtotal		\$ 15,000.00
Finance Department	100.48.1102.52103	Independent Audit/Accounting (for Additional Audit Expenses)	\$ 16,017.00	
	100.48.1102.52114	Investment Advisor (for Arbitrage Report on 2017A Bond Proceeds)	\$ 7,702.00	
		Subtotal		\$ 23,719.00
Total Amount to be Transferred from Unassigned Fund Balance (#100.33101) to Designated for Subsequent Year's Budget (#100.33102)				\$ 558,869.55



DOOR COUNTY

Resolution No. 2019-36

**APPOINTMENTS TO COMMITTEES,
COMMISSIONS AND BOARDS**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VLIES WOTACHEK			
WAIT			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Deleted

1st Virlee Deleted

2nd Fisher Deleted

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: There is no fiscal implication with the adoption of this resolution.
MEJ

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 16th day of April, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Pursuant to § 59.11(1)(c) Wis. Stats. the County
2 Board is to meet on the 3rd Tuesday of each April to organize and
3 transact business. At this meeting the Board may transact any
4 business permitted at the § 59.11 (1)(a) Wis. Stats. annual meeting.
5 This includes the appointment of all boards, commissions, and
6 committees; and

7
8 **WHEREAS**, The authority to appoint the members of certain
9 committees of the County Board rests with the Chairperson of the
10 County Board, subject to the confirmation of the County Board; and

11
12 **WHEREAS**, § 59.18 Wis. Stats. confers the power to appoint the
13 members of certain boards, commissions and committees upon the
14 County Administrator, subject to the confirmation of the County
15 Board; and

16
17 **WHEREAS**, The existing boards, commissions, and committees
18 (including current and proposed members) are set forth in
19 Addendum A, which attached hereto and incorporated herein by
20 reference; and

21
22 **WHEREAS**, We submit the following appointments for your
23 consideration and confirmation.

24
25 **NOW, THEREFORE, BE IT RESOLVED**, That the Board of
26 Supervisors hereby confirms the proposed appointments to boards,
27 commissions, and committees as set forth in Addendum A, attached
28 hereto and incorporated herein by reference as if set forth in full.

29
30 **BE IT FURTHER RESOLVED**, That Resolutions No. 2017-40,
31 2017-59, 2017-73, 2018-13, 2018-34, 2018-38, 2018-51, 2018-59,
32 2018-81, 2019-02, and 2019-27 are, to the extent they are
33 inconsistent herewith, superseded.
34

SUBMITTED BY:

David Lienau
David Lienau, Chairman
Door County Board of Supervisors

Ken Pabich
Ken Pabich
County Administrator

STANDING COMMITTEES (Expire April 2020)

1 ADMINISTRATIVE (7)

- 2 1. * David Lienau (C)
- 3 2. * Ken Fisher
- 4 3. * Dan Austad
- 5 4. * Joel Gunnlaugsson
- 6 5. * Susan Kohout
- 7 6. * John Neinas
- 8 7. * Nancy Robillard

10 AGRICULTURE & EXTENSION (5)

- 11 1. * Randy Halstead (C)
- 12 2. * Bob Bultman
- 13 3. * Vinni Chomeau
- 14 4. * Nancy Robillard
- 15 5. * Linda Wait

17 FACILITIES & PARKS (7)

- 18 1. * Daniel Austad (C)
- 19 2. * Helen Bacon
- 20 3. * Roy Englebert
- 21 4. * Ken Fisher
- 22 5. * Randy Halstead
- 23 6. * Susan Kohout
- 24 7. * Richard Virlee

26 FINANCE (7)

- 27 1. * Kathy Schultz (C)
- 28 2. * David Englebert
- 29 3. * David Enigl
- 30 4. * Susan Kohout
- 31 5. * Nancy Robillard
- 32 6. * Richard Virlee
- 33 7. * Laura Viles Wotachek

35 HIGHWAY & AIRPORT (5) (extended for 2-yr term April 2018)

- 36 1. * John Neinas (C) (South) Chairman
- 37 2. * Joel Gunnlaugsson (North)
- 38 3. * Ken Fisher (City)
- 39 4. * Roy Englebert (Member at Large)
- 40 5. * Randy Halstead (Member at Large)

42 LEGISLATIVE (5)

- 43 1. * Nancy Robillard (C)
- 44 2. * Bob Bultman
- 45 3. * David Enigl
- 46 4. * Kathy Schultz
- 47 5. * Linda Wait

49 NEGOTIATING (5)

- 50 1. * David Englebert (C)
- 51 2. * Joel Gunnlaugsson
- 52 3. * Megan Lundahl
- 53 4. * Kathy Schultz
- 54 5. * Laura Viles Wotachek

PUBLIC SAFETY (7)

- 1. * Joel Gunnlaugsson (C)
- 2. * David Englebert
- 3. * Roy Englebert
- 4. * Jon Koch
- 5. * Megan Lundahl
- 6. * Kathy Schultz
- 7. * Linda Wait

RESOURCE PLANNING (5) ① Chair Elected

- 1. * Ken Fisher (C)
- 2. * Vinni Chomeau
- 3. * David Enigl
- 4. * Jon Koch
- 5. * Richard Virlee

RISK MANAGEMENT / INSURANCE

- 1. * Richard Virlee (C)
- 2. * Bob Bultman
- 3. * David Enigl
- 4. * Joel Gunnlaugsson
- 5. * Jon Koch

TECHNOLOGY SERVICES (7)

- 1. * David Enigl (C)
- 2. * David Englebert
- 3. * Roy Englebert
- 4. * Jon Koch
- 5. * Kathy Schultz
- 6. * Richard Virlee
- 7. * Linda Wait

Appointed by the County Board Chairperson
 Appointed by the County Administrator
 Elected by County Board or appointed by resolution

* Denotes County Board Supervisors
 First Member is Chairman
 ① Chairperson Elected by Committee

Back-Up Resolutions:

2017-40	2017-59	2017-73	2018-13
2018-34	2018-38	2018-51	2018-59
2018-81	2019-02	2019-27	

Updated April 10, 2019

**MASTER LIST: Appointments to Committees, Commissions and Boards
STATUTORY, AD HOC & OTHER COMMITTEES, COMMISSIONS, BOARDS**

**BAY LAKE REGIONAL PLANNING
COMMISSION REP - 6 yr.**

1. * Ken Fisher (or designee) April 2020

BOARD OF HEALTH (8)

1. * Megan Lundahl (C) April 2020
2. * Helen Bacon April 2020
3. * Vinni Chomeau April 2020
4. * Nissa Norton April 2020
5. * Laura Vlies Wotachek April 2020
6. James F. Heise, MD December 2019
7. Christa Krause December 2021
8. Mark Moeller December 2021

CIVIL SERVICE COMMISSION – 5 yr. (Elected by CB)

Joe Wautier December 2022
William Larson December 2019
Jeff Farley December 2020
William Brey December 2021
Sharon Haines December 2023

**COMMUNICATIONS ADVISORY TECHNICAL
SUBCOMMITTEE (April 2020)**

1. * Jon Koch (C) [Public Safety Comm. Rep.]
2. * David Enigl [TS Comm. Rep.]
3. Dan Kane (alternate Carrie Gossen) [EM]
4. Aaron LeClair (alternates Robin Gordon, Bob Schultz) [EMS]
5. Pat McCarty (alternate Tammy Steward) [DC Sheriff's Dept.]
6. Arleigh Porter (alternate Tim Dietman) [Sturg. Bay Public Safety]
7. Greg Diltz (alternate Steve Schopf) [Citizen]
8. Chris Hecht [Joint Fire Chiefs]
9. Howie Hathaway (alternate Mike Green) [ARES / RACES]

DOOR COUNTY HOUSING AUTHORITY-5 YR.

1. Paul Treadeau December 2022
2. Sandi Solk December 2023
3. Mary Bink December 2019
4. Steve Kase December 2020
5. Julie Dragseth December 2021
Sue Binish, Dir.

ECONOMIC DEVELOPMENT

1. * Kathy Schultz December 2019
2. * Helen Bacon December 2019

HIGHWAY SAFETY COMMISSION (April 2020)

1. * John Neinas (C) (alternate John Kolodziej) (*Hwy Chair)
2. John Kolodziej (alternate Thad Ash)
3. Tammy Steward (alternate Lt. Bob Lauder)
4. Grant P. Thomas (alt: Rod Dequasino, Kayn Behling)
5. Jake Holtz (alternate: John Sullivan)
6. Arleigh Porter (alternate: Dan Binkman)
7. Aaron LeClair (alt: Robin Gordon, Bob Schultz)
8. Chad Shefchik (alternate: Marly Olejniczak)
9. David Englebort
DOT Appt.:
Randy Asman (alternate Chris Blazak)
Michael Panosh
Jenny Austin (alternate Andy Jacobs)

**HUMAN SERVICES BOARD –
3 yr. ☉ Chair Elected**

1. * Helen Bacon (C) December 2020
2. * Bob Bultman December 2019
3. * Megan Lundahl December 2021
4. * Nissa Norton December 2021
5. * Laura Vlies Wotachek December 2019
6. Wayne Kudick December 2019
7. Thomas Leist December 2020
8. Joe Miller December 2020
9. Robert Rau December 2021

**JINGDEZHEN SISTER CITY AD HOC
INFORMAL ADVISORY GROUP (Res 2014-56)
...will serve without per diem or expense reimbursement**

1. * Helen Bacon
2. * Susan Kohout
3. * Megan Lundahl
4. * Laura Vlies Wotachek
5. Bill Schuster
6. Bill Chaudoir

LAKE SHORE CAP REP

1. * Richard Virlee April 2020

**LAND CONSERVATION COMMITTEE
(2 members in common w/Ag & Ext)**

1. * Ken Fisher (C) April 2020
2. * Dan Austad April 2020
3. * Vinni Chomeau April 2020
4. * Randy Halstead April 2020
5. * John Neinas April 2020
6. * Richard Virlee April 2020
7. Mike Vandenhouten ☉ April 2020

☉ The current chairperson of the County Agricultural Stabilization and Conservation Committee is appointed to the LCC. (Res 2009-16)

Appointed by the County Board Chairperson * Denotes County Board Supervisors
Appointed by the County Administrator First Member is Chairman
Elected by County Board or appointed by resolution ☉ Chairperson Elected by Committee

**MASTER LIST: Appointments to Committees, Commissions and Boards
STATUTORY, AD HOC & OTHER COMMITTEES, COMMISSIONS, BOARDS**

1	LAND INFORMATION COUNCIL	
2	<i>[Statutory, created per Resolution 2010-63]</i>	
3	1.	Tom Haight, GIS Specialist
4	2.	* David Enigl, County Board Supervisor
5	3.	Jason Rouer, Director of Technology Services
6	4.	Carey Petersilka, Register of Deeds
7	5.	Jay Zahn, Treasurer
8	6.	Holly Hansen, Real Property Lister
9	7.	Brian Frisque, Registered Land Surveyor
10	8.	Jeff Isaksen, Realtor and/or Realtor Assoc. Member
11	9.	Aaron LeClair, EMS Director

12	LIBRARY BOARD – 3 yr. Ⓞ (President Elected)	
14	1.	Robert Dickson <i>(President)</i> December 2021
15	2.	Bridget Bowers <i>(Vice Pres.)</i> December 2020
16	3.	* Megan Lundahl April 2020
17	4.	* Nissa Norton April 2020
18	5.	Mary Jackson December 2021
19	City:	
20	6.	Kelly Catarozili <i>(Secretary)</i> April 2019
21	7.	Laurel Hauser April 2019
22	<i>(Will get information from City of Sturgeon Bay)</i>	

23	LOCAL ELECTED OFFICIALS	
24	1.	* Richard Virlee

26	LOCAL EMERGENCY PLANNING COMM. (LEPC)			
27	1.	Tim Dietman, Co-Chair	SB Fire Dept	April 2020
28	2.	Dan Kane, Co-Chair	Door County EMC/Communications	April 2020
29	3.	* Susan Kohout	Door County Board Supervisor	April 2020
30	4.	Aaron LeClair, Secretary	Emergency Response Agency – DC EMS	April 2020
31	5.	Pat McCarty	Door County Sheriff Dept	April 2020
32	6.	Carlie Gossen	Door County Dispatch	April 2020
33	7.	Sue Powers	Door County Public Health	April 2020
34	8.	Hailey Adams	Baileys Harbor Town Board	April 2020
35	9.	Curt Vandertie	Brussek, Union, Gardner (BUG) Fire	April 2020
36	10.	Howie Hatheway	Amateur Radio (Citizen at large)	April 2020
37	11.	Pete Devlin	Medix Representative	April 2020
38	12.	Atleigh Portar	Sturgeon Bay Police Dept.	April 2020
39	13.	Bob Mayer	Red Cross	April 2020
40	14.	Derek Kurnow	Fincanteri Bay Shipbuilding	April 2020
41	15.	Dan Brinkman (Alternate)	Sturgeon Bay Police Department	April 2020
42	16.	Glenn Nelson (Alternate)	Fincanteri Bay Shipbuilding	April 2020

44	MUSEUM - ARCHIVES	
45	1.	* Linda Wait (C) April 2020
46	2.	* Dan Austad April 2020
47	3.	* Helen Bacon April 2020
48	4.	* David Englebert April 2020
49	5.	* Ken Fisher April 2020
50	6.	* Joel Gunnlaugsson April 2020
51	7.	* Susan Kohout April 2020

54	NICOLET FEDERATED LIBRARY BOARD (3 yr)	
55	1.	Miriam Erickson December 2021

PACE REPRESENTATIVE	
<i>(per Resolution 2017-42)</i>	
1.	* David Enigl

SECURITY & FACILITIES COMMITTEE REP.	
<i>(Wis. Supreme Court Rules, SCR 68.05)</i>	
1.	* Laura Vlies Wotachek <i>(CB Chair or their designee)</i>

VETERANS SERVICE COMMISSION – 3 yr.	
1.	Bill Becker December 2020
2.	William H. Karas December 2019
3.	Robert A. Gamble December 2021

WI DEVELOPMENT FUND GRANT - LOAN REVIEW COMMITTEE	
1.	* Laura Vlies Wotachek
2.	Leslie Gast
3.	Sandy Hurley
4.	Matt Nichols
5.	Vicki Stangel

ZONING BOARD OF ADJUSTMENT – 3 YR.	
1.	Monica Nelson June 2021
2.	John Young June 2021
3.	Fred Frey June 2020
4.	Bob Ryan June 2020
5.	Aric Weber June 2019

Alternate:

1.	Lars Johnson <i>(1st Alternate)</i> June 2020
2.	Chris Anderson <i>(2nd Alternate)</i> June 2019

DOOR COUNTY HISTORIAN	
George Evenson <i>(resolution 2005-89)</i>	

DOOR COUNTY POET LAUREATE	
Nancy Rafal <i>(resolution 2019-22)</i> April 2021	

Appointed by the County Board Chairperson
Appointed by the County Administrator
Elected by County Board or appt. by resolution

* Denotes County Board Supervisors
First Member is Chairman
Ⓞ Chairperson Elected by Committee

MASTER LIST: Appointments to Committees, Commissions and Boards
STATUTORY, AD HOC & OTHER COMMITTEES, COMMISSIONS, BOARDS

1	AGING & DISABILITY RESOURCE CENTER
2	ADVISORY BOARD ☉ Chair Elected
3	<i>Per bylaws 2.2.3 "No member may serve more than 2 consecutive full terms." A full term is defined as 3 years.</i>
4	1. * Helen Bacon (<i>HS Board Rep</i>) April 2021
5	2. Roxanne Boren April 2021
6	3. Michael Green April 2021
7	4. Tom Krueck April 2020
8	5. Carol Moellenberndt April 2020
9	6. Lucille Kirkegaard April 2020
10	7. Melissa Wolfe April 2022
11	8. Vic Verni April 2022
12	9. Tami Leist April 2022

14	NUTRITION ADVISORY COUNCIL – 3 YR. <i>Pursuant to the Wisconsin Elders Act and Federal Older American Act</i>
15	
16	1. * Megan Lundahl (<i>HS Board Rep</i>) April 2022
17	2. Steve Hey April 2022
18	3. Winnie Jackson April 2022
19	4. Lynn Ballendux April 2020
20	5. Susan Clemens April 2020
21	6. Debbie Dahms April 2021
22	7. Roxanne Boren April 2021

24	CCS/CST COORDINATING COMMITTEE
25	<i>(Resolution 2016-31 and 2016-72)</i>
26	1. Mark Moeller, Chairperson
27	2. Beth Chisholm
28	3. Jamie Cole (<i>CCS Manager</i>)
29	4. Dori Goddard
30	5. Ann Smejkal
31	6. Kathie Birmingham
32	7. Martha Neigel
33	8. Seth Wiederanders
34	9. Christopher Mlotke (<i>adult consumer rep</i>)
35	10. vacant
36	11. Sandy Hillmer
37	12. Leslie Boden
38	13. Rebecca Nicholson
39	14. Dorian Tosta (<i>youth member</i>)

41	CHILDREN'S COP ADVISORY COMMITTEE
42	<i>(Resolution 2016-31 and 2016-72)</i>
43	1. Mark Moeller, Chairperson
44	2. Beth Chisholm
45	3. Ann Smejkal
46	4. Kathie Birmingham
47	5. Katie Van Laanen
48	6. Antonio Sorenson
49	7. Leslie Boden
50	8. Rebecca Nicholson

DOOR COUNTY CRIMINAL JUSTICE COLLABORATING COUNCIL (Res. 2018-21) <i>...will serve without per diem or expense reimbursement</i>
--

- Circuit Court Judges for Door County
 - County Administrator
 - Chair – Law Enforcement Committee
 - Sheriff
 - Jail Administrator
 - Chief of Police
 - District Attorney
 - State Public Defender
 - Departments of Corrections Field Supervisor
 - Department of Human Services Director
 - Rep of a substance abuse treatment provider
 - Rep from a private social services agency
- Additional members may be appointed as the Council deems appropriate. Council member may designate another competent person to represent him or her and vote at Council meetings.*

Committees no longer in existence:

LONG TERM SUPPORT PLANNING COMMITTEE
CCS (Comprehensive Community Services) COORDINATING COMMITTEE (Res 2014-31)

- With the implementation of Family Care in Door County, there is no longer need for the §§ 46.27(3) & (4), Wis. Stats. Long Term Support Planning Committee, so the Long Term Support Planning Committee will cease to exist effective April 19, 2016.
- With the implementation of Family Care in Door County, there is no longer need for the §§ 46.985(3), Wis. Stats. Family Support Advisory Committee, so the Family Support Advisory Committee will cease to exist effective April 19, 2016.
- The Comprehensive Community Services ("CCS") Coordinating Committee and the Coordinated Services Teams ("CST") Coordinating Committee will be merged into a single 13 member CCS CST Coordinating Committee.

-GLACIERLAND RESOURCE, CONSERVATION & DEVELOPMENT COUNCIL, INCORPORATED
--

(Door County is no longer an area sponsor)

AD HOC FAIR STUDY COMMITTEE

(Res. 2012-69 and Res. 2012-86 Voluntary basis)

Final Report presented February 2014

AD HOC EMS STUDY COMMITTEE

(County Board authorized creation at 12/16/14 mtg.)

Final Report presented May 11, 2015

Appointed by the County Board Chairperson
Appointed by the County Administrator
Elected by County Board or appointed by resolution
* Denotes County Board Supervisors
First Member is Chairman
☉ Chairperson Elected by Committee



DOOR COUNTY

Resolution No. 2019-37

**CANA ISLAND PROJECT-PHASE III
FUNDING, CONTRACT AWARDS, CONSTRUCTION AUTHORIZATION**

ROLL CALL	Aye	Nay	Exc.
Board Members			
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNMLAUSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDQVIST	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VILIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted Deleted

1st Schultz 2nd Kohout

Yes: 21 No: 0 Exc: 0

Reviewed by:

Corp. Counsel

Reviewed by: Administrator

FISCAL IMPACT: The fiscal impact of adopting this resolution would be a decrease of up to \$100,000 to the Cana Island Preservation Reserve Fund, which would leave an available balance of \$181,655.88. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of May, 2019 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Phase III was authorized to proceed by Resolution No. 2018-
2 18 (adopted 03-27-18) and Resolution No 2018-71 (adopted 10-23-18); and

3 **WHEREAS**, Design Development Phase Services and Construction
4 Documents Phase Services have been completed for Phase III; and

5 **WHEREAS**, Procurement Phase Services for Phase III of this Project
6 are in process, competitive bidding has been conducted, responsive bids
7 were timely received and reviewed, bidding results have been documented,
8 and the lowest responsible bidders determined, with construction costs of
9 \$592,624; and

10 **WHEREAS**, There is an estimated funding shortfall of \$100,000
11 (projected total cost of \$690,000 and \$590,000 appropriated to date) for Phase
12 III; and

13 **WHEREAS**, The Facilities & Parks Committee, at its May 8, 2019,
14 meeting, recommended award of contracts to the lowest responsible bidders
15 consistent with Immel Construction's April 19, 2019, summary letter report
16 (attached hereto and incorporated herein by reference) and referred this to the
17 Finance Committee with a recommendation that up to \$100,000 be transferred
18 from the Cana Island Preservation Reserve Fund (Account #100.32133) to
19 Cana Island Restoration Fund (Account #213.66.49110.100) for Phase III; and

20 **WHEREAS**, The Finance Committee, at its May 20, 2019 meeting,
21 approved the transfer of up to \$100,000.00 from the Cana Island Preservation
22 Reserve Fund (Account #100.32133) to Cana Island Restoration Fund
23 (Account #213.66.49100.100) for Phase III.

24 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
25 Supervisors does hereby approve the transfer of up to \$100,000.00 from the
26 Cana Island Preservation Reserve Fund (Account #100.32133) to the Cana
27 Island Restoration Fund (Account #213.66.49110.100) for Phase III.

28 **BE IT FURTHER RESOLVED**, That award of contracts to the lowest
29 responsible bidders consistent with Immel Construction's April 19, 2019,
30 summary letter report is approved, and authorization is given to proceed with
31 construction.

SUBMITTED BY: FINANCE COMMITTEE

Kathy Schultz, Chair

Nancy Robillard

David Englebert

Richard Virlee

David Enigl

Laura Vilies Wotachek

Susan Kohout



DOOR COUNTY

Resolution No. 2019-38

TRANSFER OF NON-BUDGETED FUNDS FROM BOAT LAUNCH RESERVE

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD		X		
BACON		X		
BULTMAN		X		
CHOMEAU		X		
D. ENGLEBERT		X		
R. ENGLEBERT		X		
ENIGL		X		
FISHER		X		
GUNNLAUGSSON		X		
HALSTEAD		X		
KOCH		X		
KOHOOT		X		
LIENAU		X		
LUNDAHL		X		
NEIMAS		X		
NORTON		X		
ROBILLARD		X		
SCHULTZ		X		
VIRLEE		X		
VLIES WOTACHEK		X		
WAIT		X		

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted Deleted

1st: Schultz Deleted
2nd: Kohout
Year: 2019 No. 03 Exc. 0

Reviewed by: [Signature], Corp. Counsel
Reviewed by: [Signature], Administrator
FISCAL IMPACT: The fiscal impact is a decrease of \$32,000.00 to the Boat Launch Reserve which leaves a balance of \$338,805.16. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of May, 2019 by the Door County Board of Supervisors.
Jill M. Lau
County Clerk, Door County

1 WHEREAS, In accordance with Section 65.90(5)(a) Wisconsin Statutes
2 and Rules of Order #19 the amounts of the various appropriations and the
3 purposes for such appropriations stated in a budget may not be changed
4 unless authorized by a vote of two-thirds of the entire membership of the
5 County Board of Supervisors; and
6

7 WHEREAS, The Facilities and Parks Department deems it appropriate
8 and necessary to acquire automated fee machines to collect boat launch fees
9 at select Door County parks; and
10

11 WHEREAS, This expenditure was not anticipated and funds were not
12 appropriated for this purpose in the 2019 budget.
13

14 WHEREAS, The Facilities and Parks Committee, at its May 8, 2019
15 meeting supported the request to transfer of up to \$32,000.00 from the Boat
16 Launch Reserve (Account #100.32115) to the Boat Launch Expense (Account
17 #100.37.5202.52315) for the acquisition, installation, operation and
18 maintenance of automated fee machines to collect boat launch fees at select
19 Door County parks (See: Addendum A, attached hereto and incorporated
20 herein by reference); and
21

22 WHEREAS, The Finance Committee, at its May 20, 2019, meeting,
23 approved the transfer of up to \$32,000.00 from the Boat Launch Reserve
24 (Account #100.32115) to the Boat Launch Expense (Account
25 #100.37.5202.52315) for the acquisition, installation, operation and
26 maintenance of automated fee machines to collect boat launch fees at
27 select Door County parks.
28

29 NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of
30 Supervisors does hereby approve the transfer of up to \$32,000.00 from the
31 Boat Launch Reserve (Account #100.32115) to the Boat Launch Expense
32 (Account #100.37.5202.52315) for the acquisition, installation, operation and
33 maintenance of automated fee machines to collect boat launch fees at select
34 Door County parks.
35

SUBMITTED BY: FINANCE COMMITTEE

[Signatures of Kathy Schultz, Nancy Robillard, David Englebert, Richard Virlee, David Enigl, Laura Vlies Wotachek, Susan Kohout]
Kathy Schultz, Chair
Nancy Robillard
Richard Virlee
David Enigl
Laura Vlies Wotachek
Susan Kohout

VenTek Budgetary Quotation - Three AFMs

Project	Door County Facilities & Parks	Date	19-Apr-2019
Client	Benjamin Nelson	Client Phone	
Address		Account Mgr	Victoria Iacovetto
Contact	Victoria Iacovetto	Validity	90 days
Email	victoria@ventek-intl.com	Phone	707-773-3373

Thank You for Choosing VenTek

Part I - Capital Costs - Hardware, Installation, Setup & Services

Item	Description	Quantity	Unit Price	Extended Price
ET	venSTATION or M600 Pay-By-Swipe, Pay and Display or Pay in Lane Includes 1 year Warranty Power Configuration: Solar Connectivity: Cellular Payment Method: Credit Card Acceptance	3	\$8,950 \$8,094	\$24,282
	Bill Acceptance w/ Spare Bill Locking Revenue Collection Unit		\$4,744 \$1,536	\$0
	Solar Power Charging System w/40 AHR Battery	3	\$895	\$895
	Customs Wrap - Door Only	3	\$276	Included
AUTOMATED FEE MACHINE				\$25,177

Item	Description	Quantity	Unit Price	Extended Price
INSTS1	Installation & Training - Base Fee for 1st day installation & training - based on a standard installation. Training Conducted on site and unlimited while technician is available onsite	3		\$1,900
	Shipping ¹	3	\$300	\$900
INSTALLATION & TRAINING				\$2,800

Part II - Operating Costs - Software Subscription Fees

Item	Description	Quantity	Unit Price	Extended Price
SW	Cloud Based System Management, Data Storage, Connectivity	3	\$1,140	\$3,420
ANNUAL SOFTWARE SUBSCRIPTION FEES				\$3,420

Automated Fee Machine	\$25,177.00
Installation and Training	\$2,800.00
Annual Recurring Software Subscriptions Including Payment Gateway	\$3,420.00
Total	\$31,397.00

Notes:

- This Quote Includes Shipping - Actual Costs will be billed upon shipment.
- Payment Gateway Switching Service - As a Level 1 PCI Service Provider VenTek offers a Secure Electronic gateway operating on its certified, fully-managed, Direct Transaction Processing System ("TPS"). Payment Gateway Switching Service allow VenTek's customers to establish a direct connection between the VenTek System and their Payment Card Processor. VenTek warrants that its TPS product will remain PCI-compliant for the duration of service delivery and that our pricing will be lower than comparable transaction gateway products. Includes Cyber Insurance coverage with client named as an Additional Insured.
- venVUE System Management, venSTATION Data Hosting and CDMA Cellular Connectivity are billed Annually
- (1) year factory warranty included
- Installation includes securing the unit to a surface prepared per installation drawing, connecting existing electrical inside the unit, installing software, network programming and configuration, and installation of all parts and peripherals necessary for unit operation.
- Installation Quote does not include Site Prep: Concrete or Conduit Work, Pulling Electrical or Communication Cables or Removal of Existing Equipment
- Installation Quote is an estimate based on standard installation. Additional fees billed at time and Material +10%
- Onsite Training is conducted during and/or after installation. If VenTek must come back onsite, time will be billed at \$150/hr including travel and expenses.
- venVUE System Management training conducted remotely via WebEx
- ADA Compliant for height, control and reach
- All funds due are in U.S. dollars. Terms Net 30 from date of delivery. 1.25% finance charge (15% per annum) applied to balances over 30 days past

CONFIDENTIAL



DOOR COUNTY

Resolution No. 2019-39

**DISPOSITION OF IMPROVEMENTS TO LAND
(P.I.N. 281-10-85262502)**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN		X	
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VLTES WOTACHEK		X	
WAIT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: A. Austad
2nd: Fisher

Yes: 19 No: 2 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The fiscal impact is unknown at this time until the outcome of the competitive RFP or IFB is determined. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of May, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, P.I.N. 281-10-85262502...442 Michigan Street,
2 Sturgeon Bay, Wisconsin ("subject property") ... was acquired by Door
3 County in 2008 as authorized by Resolution No. 2008-47; and

4
5 **WHEREAS**, The structures (i.e. house and garage) situated on the
6 subject property are no longer necessary for the County's use and are
7 deemed surplus; and

8
9 **WHEREAS**, In order of preference, disposition of these structures
10 is authorized, by a competitive (RFP or IFB) process, as follows:

- 11 • Sale or transfer ... and move the structures (as a whole or after
12 dismantled) from the subject property, then clean-up and
13 restore the site; or
- 14 • Raze each structure, remove and dispose of all debris, and
15 restore the site.

16
17 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
18 Board of Supervisors does hereby determine that the structures
19 (i.e. house and garage) situated on the subject property are surplus
20 and authorizes disposition of the same as described above.

21
22 **BE IT FURTHER RESOLVED**, That the Facilities and Parks
23 Director, subject to the oversight of the Door County Facilities and
24 Parks Committee, is authorized to proceed with and carry out
25 disposition of the surplus property in accordance with this resolution.

SUBMITTED BY: FACILITIES & PARKS COMMITTEE

[Signature] Dan Austad, Chairperson [Signature] Richard Virlee

[Signature] Randy Halstead [Signature] Helen Bacon

[Signature] Susan Kohout [Signature] Ken Fisher

[Signature] Roy Englebert



DOOR COUNTY

Resolution No. 2019-40

APPOINTMENTS TO COMMITTEES, COMMISSIONS & BOARDS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VLIES WOTACHEK			
WAIT			

1 **WHEREAS**, Pursuant to Section 59.18(2)(c) Wisconsin
2 Statutes, the duties and powers of a County Administrator include
3 appointment of "...the members of all boards and commissions
4 where the statutes provide that such appointment shall be made by
5 the county board or by the chairperson of the county board"; and

6
7 **WHEREAS**, "All appointments to boards and commissions by
8 the County Administrator shall be subject to the confirmation of the
9 County Board" per Section 59.18(2)(c), Wisconsin Statutes; and

10
11 **WHEREAS**, The Rules of Order confers the power to appoint
12 the members of certain committees upon the Chairperson of the
13 County Board, subject to the confirmation of the County Board; and

14
15 **WHEREAS**, The appointments set forth on Exhibit A, attached
16 hereto and incorporated herein by reference, are submitted for
17 County Board confirmation.

18
19 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
20 Board of Supervisors hereby confirms the proposed appointments as
21 set forth in Exhibit A

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted
1st Fisher Deleted
2nd Engl
Yes: _____ No: _____ Exc: _____

Reviewed by: _____ Corp. Counsel
Reviewed by: _____ Administrator

FISCAL IMPACT: There is no additional fiscal implication with the adoption of this resolution. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of May, 2019 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

SUBMITTED BY:

David Lienau, Chairman
Door County Board of Supervisors

Ken Pabich
County Administrator

Recommended Appointments to Committees, Commissions and Boards

TERM ENDS

ZONING BOARD OF ADJUSTMENT – 3 YR. (County Administrator Appointment)

Aric Weber (Renewed appointment, Regular member)..... June 2022

Chris Anderson (Renewed appointment, 2nd Alternate)..... June 2022

Arps Horvath (Appointment as First Alternate, filling vacancy)..... June 2020

2019 Board of Adjustment (BOA) Appointee Information

Wisconsin State Statute Requirements for BOA Appointees

- The BOA shall be comprised of no less than three and no more than five regular members, plus two alternates. (The Door County BOA is five members, per county board resolution.)
- All BOA members must be Door County town residents. Village or city residency not allowed.
- No two BOA members (including regular and alternate) may live in the same town.
- Terms are for three years, beginning July 1.
- Appointments are made by county administrator, subject to confirmation of the county board.
- The BOA chooses its own chair.

Note: Other members of the Board of Adjustment currently are Fred Frey, Town of Egg Harbor; John Young, Town of Gibraltar; Bob Ryan, Town of Clay Banks, and Monica Nelson, Town of Forestville.

Aric Weber – Renewed appointment as regular member

- Three-year term
- BOA regular member since 2010
 - o Participation in dozens of hearings
 - o Proven ability to apply required legal criteria to cases
 - o Regularly attends training/educational sessions
- Resident of Town of Nasawauee
 - o Qualifies him for membership as he is a resident of a town
 - o Qualifies him for membership as no other Nasawauee residents are on BOA
 - o Town is not under county zoning
 - o Southern Door
 - o Residency and schedule allows participation on twice-monthly Tuesday evenings year-round for three-year term
- Development consulting and survey work; Baudruin Incorporated
- Town Constable

Chris Anderson – Renewed appointment as second alternate

- Three-year term
- First appointed as second alternate in 2014 to complete term for Bob Ryan
 - o Participation in many hearings
 - o Proven ability to apply required legal criteria to cases
 - o Regularly attends training/educational sessions
- Resident of Town of Jacksonport
 - o Qualifies her for membership as she is a resident of a town
 - o Qualifies her for membership as no other Jacksonport residents are on BOA
 - o Town is under county zoning
 - o Northern Door
 - o Residency and schedule allows participation on twice-monthly Tuesday evenings year-round for three-year term
 - o Retired teacher from Southern Door and Sturgeon Bay school districts (32 years combined)
 - o Special Olympics volunteer for 25 years

Arps Horvath – New appointment as first alternate

- Term ends 2020 (completing Lars Johnson's first alternate term remainder)
- Resident of Town of Baileys Harbor
 - o Qualifies him for membership as he is a resident of a town
 - o Qualifies him for membership as no other Baileys Harbor residents are on BOA
 - o Town is under county zoning
 - o Northern Door
 - o Residency and schedule allows participation on twice-monthly Tuesday evenings year-round for term remainder
- Biographical information submitted by appointee:

My legal name is Arpad (good Hungarian name) but everyone calls me Arps. I was originally born in Germany and immigrated with my parents to Illinois. I grew up in Illinois and Wauwatosa, Wisconsin.

I met my wife, Pat, who grew up on a farm in Liberty Grove, at UW-Oshkosh where we both graduated. She is a Gibraltar graduate as are our two children.

Pat and I have owned and operated Kangaroo Lake Resort for 42 years. I worked outside of our business during these years, more recently as the Quality Assurance Manager of PBI and as a teacher at Sevastopol with an interim two years as a quality management consultant.

My educational background consists of a B.S. from UW-Oshkosh, an M.A. from Marquette University and an M.S. from UW-Madison.

Prior to teaching students at Sevastopol (which was an absolute pleasure), I served on a number of boards including the County Board which included committee assignments on the RPC, Police and Judiciary, Health, and Emergency Services.

I would have liked to have continued but unfortunately with the untimely demise of PBI, I had to move on to another position and set up a management consulting practice. I felt I could not serve the community's interests owing to the fact that I was frequently out of town. Consequently, I did not run for election.

I was asked to also include my interests. Among others they are exercise (including walking with Pat and our Toby), biking, kayaking, swimming in Kangaroo Lake, a little Y time, and attempting to improve my awful golf swing. I also enjoy reading and thinking and socializing with good friends.

Arps Horvath



DOOR COUNTY

Resolution No. 2019-41

URGING THE LEGISLATURE TO REVISE THE STATUTES FOR COURT FEES AND COSTS IN PROBATE AND JUVENILE CASES

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LJENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VRIES WOTACHEK			
WAIT			

Vote 10/27

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Robillard Defeated

2nd Schultz

Yes: ___ No: ___ Exc: ___

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: There is no additional fiscal impact at this time with the adoption of this resolution. STW

Certification:

I, JIM M. LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 25th day of June, 2019 by the Door County Board of Supervisors.

[Signature]
JIM M. LAU
County Clerk, Door County

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

WHEREAS, Wisconsin Statutes Chapter 814 covers court costs, fees, and surcharges. Subsection 814.66 applies to the office of the Register in Probate, Probate and Juvenile Court handles other case types for which fees are not covered in Sec. 814.66 or other statutes. The result is cases filed with the court without a filing fee; and

WHEREAS, Some fees and costs collected by the probate office are different from fees collected by the Clerk of Court for the same items. This can cause confusion. Different fees and costs for an identical item seem inappropriate; and

WHEREAS, Employees of the Clerk of Court and Register in Probate are all county employees, usually working in proximity to the court, if not in the same office using the same equipment. The employees use CCAP provided computers and printers as well as county provided copiers. There is no discernable difference in these two offices related to copying and issuing certificates; and

WHEREAS, The Legislature should revise the statutes for consistency. Require fees and costs charged by the Clerk of Court and Register in Probate to be the same for the same item or service. Require fees for probate and juvenile court as attached; and

WHEREAS, The Legislative Committee supports revising the statutes to collect fees and costs associated with probate cases and juvenile court proceedings as outlined herein.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby support the Wisconsin Register in Probate Association in its efforts to revise Wisconsin Statutes consistent with the resolution and further urges the Legislature to revise and amend the related statutes to further consistency between the fee structures outlined in the statutes.

BE IT FURTHER RESOLVED, That the County Clerk is directed to send a copy of this resolution to Governor Tony Evers, the Wisconsin Counties Association, all members of the State Legislature and to each Wisconsin County.

**SUBMITTED BY:
LEGISLATIVE COMMITTEE**

Nancy Robillard Nancy Robillard, Chairperson

Bob Bultman Bob Bultman

David Enigl David Enigl

Kathy Schultz Kathy Schultz

Linda D. Wait Linda Wait

Attachment to Resolution No. 2019-41

URGING THE LEGISLATURE TO REVIEW THE STATUTES FOR COURT FEES AND COSTS IN PROBATE AND JUVENILE CASES

Require filing fee upon filing foreign letters under Sec. 877.16. Either clearly state within Sec. 877.16 or add to Sec. 814.66(1). Either \$15, consistent with filing a foreign judgment, or the \$20 probate minimum filing fee.

Require filing fee upon transferring a foreign guardianship, clearly stated within Chapter 53 or added to Sec. 814.66(1) consistent with guardianship filing fees based on the value of the guardianship estate, the \$20 minimum filing fee and .02% of amounts over \$50,000, like any new guardianship case.
Alternatively, require \$15, consistent with filing a foreign judgment or the \$20 probate minimum filing fee.

Require a filing fee for adult adoptions, clearly stated within Chapter 882, consistent with the civil filing fee, currently \$75 under Sec. 814.61(1)(a).

Require a filing fee for trust cases filed in probate, clearly stated within Chapter 701 or Sec. 814.66(1), consistent with the civil filing fee, currently \$75.

Require fees and costs charged by the Clerk of Court and Register in Probate to be the same for copies, certificates, and searches.

Clerk of Court (COC)fees & costs vs. Register in Probate (RIP)fees & costs

Copies: provided by the COC: \$1.25 per page, 814.61(10)(a)
provided by the RIP: \$1.00 per page, 814.66(1)(h)

Certificates: issued by the COC: \$5, 814.61(5)
Issued by the RIP: \$3, 814.66(1)(g)

Searches: search by COC: \$5, 814.61(11)
search by RIP: \$4, 814.66(1)(j)



DOOR COUNTY

Resolution No. 2019-42
SCHOOL RESOURCE OFFICER
Donations, Gifts or Grants

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

Table with columns: ROLL CALL, Board Members, Aye, Nay, Exc. Rows include names like AUSTAD, BACON, BULTMAN, etc.

BOARD ACTION
Vote Required: Majority Vote of a Quorum
Motion to Approve: Adopted [X]
Yes: 18, No: 0, Exc: 3

Reviewed by: [Signature] Corp. Counsel
Reviewed by: [Signature] Administrator
FISCAL IMPACT: The donations will be used for the School Resource Officer Program and there is no other fiscal implication. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 25th day of June, 2019 by the Door County Board of Supervisors.
Jill M. Lau
County Clerk, Door County

1 WHEREAS, A decision has been made to establish a School Resource Officer
2 Program in Door County, commencing with the 2019-2020 academic year; and

3
4 WHEREAS, One of the challenges to establishing and maintaining a School
5 Resource Officer Program is funding; and

6
7 WHEREAS, The Door County Community Foundation, Inc. has launched the
8 Crime Prevention Foundation. The Crime Prevention Foundation is a component
9 fund of the Door County Community Foundation, Inc. Donations, gifts or grants to
10 this fund may be used for crime prevention and/or to strengthen law enforcement
11 - community relations; and

12
13 WHEREAS, The Crime Prevention Foundation Board will endeavor to solicit
14 donations for start-up and ongoing costs related to the School Resource Officer
15 Program, as set forth in Addendum I (attached hereto and incorporated herein by
16 reference as if fully set forth); and

17
18 WHEREAS, § 59.52(19) Wis. Stats. empowers the County Board to accept
19 donations, gifts, or grants of money for any public governmental purpose within the
20 powers of the County (See Also: Rule of Order #38); and

21
22 WHEREAS, The Public Safety Committee endorses efforts by the Crime
23 Prevention Foundation Board to solicit donations for the School Resource Officer
24 Program, and recommends acceptance of any donations actually received
25 provided such are consistent with the amounts and purposes set forth in
26 Addendum I.

27
28 NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of
29 Supervisors does hereby endorse efforts by the Crime Prevention Foundation
30 Board to solicit donations for the School Resource Officer Program, and
31 recommends acceptance of any donations actually received provided such are
32 consistent with the amounts and purposes set forth in Addendum I.

33
34 BE IT FURTHER RESOLVED, That the Sheriff's Office shall submit an annual
35 report of donations received through the Crime Prevention Foundation, and
36 related expenditures, for the School Resource Officer Program to the Law
37 Enforcement Committee.

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

[Signatures]
Joey Sunnlaugsson, Chair
Megan Lundahl
David Englebert
Kathy Schultz
Roy Englebert
Linda A. Wait
Jon Koch

School Resource Officers Training & Equipment

Startup Costs for (3) School Resource Officers	
(3) Vehicles	\$ 88,240.23
(3) Handguns	\$ 2,049.00
(3) Rifles	\$ 3,745.23
Duty Gear for (3) School Resource Officers	\$ 5,337.54
(3) Tasers	\$ 3,714.00
(3) Body Armour	\$ 2,677.41
(3) Computers	\$ 2,936.25
(3) Cellphones	\$ 1,083.00
Training (3) School Resource Officers	\$ 8,745.00
(3) Gun Vaults	\$ 748.47
Misc. Office Supplies/Apparel	\$ 2,400.00
Tip Report App	\$ 900.00
Spillman Touch	\$ 3,000.00
	<hr/>
TOTAL	\$ 125,576.13



DOOR COUNTY

Resolution No. 2019-43
DULY CERTIFIED PROCEEDINGS OF COUNTY BOARD IN
ELECTRONIC FORMAT AND POSTED ON COUNTY'S WEBSITE VERSUS
PUBLICATION IN PAMPHLET FORM

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Abs	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VLIES WOTACHEK			
WAIT			

Vote Vets

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Lienu 2nd: Fisher

Yes: No: Exc:

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The fiscal impact is a decrease to Internal Staff time, copy fees and supply costs for the printing and binding of the duly certified proceedings of County Board. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of June, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

WHEREAS, § 59.14(3), Wis. Stats. provides that the county board "... may at any meeting, regular or special, provide by resolution for the publication in pamphlet form by the lowest and best bidder therefor, of a sufficient and designated number of copies of its duly certified proceedings, for general distribution."; and

WHEREAS, The word 'may' clearly connotes discretion ... so § 59.14(3), Wis. Stats. is not mandatory and does not preclude a county from printing its own proceedings or posting them on its website; and

WHEREAS, Door County ("County") has traditionally printed and bound duly certified proceedings of County Board for general distribution; and

WHEREAS, The time and other resources needed to print and bind duly certified proceedings of County Board for general distribution are significant; and

WHEREAS, It is desirable to end the practice of printing and binding duly certified proceedings of County Board for general distribution and, instead, create an electronic (digital) version and post the same on the County's website where it is accessible to anyone on-line.

NOW, THEREFORE, BE IT RESOLVED, That the practice of printing and binding duly certified proceedings of County Board for general distribution will cease and, instead, an electronic (digital) version of the same will be created and posted on the County's website where it is accessible on-line to anyone.

BE IT FURTHER RESOLVED, That the County Clerk is empowered to take appropriate and necessary action to carry out this change.

BE IT FURTHER RESOLVED, That this change shall take effect on and after January 1, 2020.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

[Signature]
David Lienau, Chairman

[Signature]
Susan Kohout

[Signature]
Ken Fisher

[Signature]
John Neinas

[Signature]
Dan Austad

[Signature]
Nancy Robillard

[Signature]
Udel Gunnlaugsson



DOOR COUNTY

Resolution No. 2019-44

APPOINTMENT TO COMMITTEES, COMMISSIONS & BOARDS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VILES WOTACHEK			
WAIT			

1 **WHEREAS**, Pursuant to Section 59.18(2)(c) Wisconsin
2 Statutes, the duties and powers of a County Administrator include
3 appointment of "...the members of all boards and commissions
4 where the statutes provide that such appointment shall be made by
5 the county board or by the chairperson of the county board"; and

6
7 **WHEREAS**, "All appointments to boards and commissions by
8 the County Administrator shall be subject to the confirmation of the
9 County Board" per Section 59.18(2)(c), Wisconsin Statutes; and

10
11 **WHEREAS**, The Rules of Order confers the power to appoint
12 the members of certain committees upon the Chairperson of the
13 County Board, subject to the confirmation of the County Board; and

14
15 **WHEREAS**, The appointment set forth on Exhibit A, attached
16 hereto and incorporated herein by reference, is submitted for County
17 Board confirmation.

18
19 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
20 Board of Supervisors hereby confirms the proposed appointment as
21 set forth in Exhibit A

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Fisher Defeated

2nd Viles Wotachek

Yes: No: Exc:

Reviewed by:

 Corp. Counsel

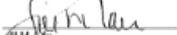
Reviewed by:

 Administrator

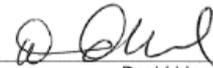
FISCAL IMPACT: There is no additional fiscal implication with the adoption of this resolution. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of June, 2019 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

SUBMITTED BY:


David Lienau, Chairman
Door County Board of Supervisors


Ken Pabich
County Administrator

Recommended Appointment to Committees, Commissions and Boards

CCS/CST COORDINATING COMMITTEE *(County Administrator Appointment)*

Evonne Lacrosse *(filling vacancy)*

New CCS/CST Coordinating Committee Member Biography:

Evonne Lacrosse

I was born here in Sturgeon Bay, have lived here for more than 30 years and spent a few years living in Kewaunee County as well. I have struggled with my mental/emotional health and encountered many trying situations and so have my children, family and several of our friends. I have been at the top of "my game" and I have hit rock bottom, crawled my way back up and continue to develop myself more and more every day. I have also become very familiar with the diversity of our community and many of the different county programs, resources and supports that are available for adults, children and those who are a part of their lives. I have worked with persons with disabilities of all types, been a self-advocate and an advocate for those whose voices were not being heard for many years. I take pride in being myself, a wife, a mother and a friend. I enjoy making a difference and helping those in need along the way.



DOOR COUNTY

Resolution No. 2019-45
APPROVAL OF UNITED STATES FOREST SERVICE
COOPERATIVE WEED MANAGEMENT AREA GRANT FOR
INVASIVE SPECIES EDUCATION AND CONTROL

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD				
BACON				
BULTMAN				
CHOMEAU				
D. ENGLEBERT				
R. ENGLEBERT				
ENGL				
FISHER				
GUNLAUGSSON				
HALSTEAD				
KOCH				
KOHOOT				
LIENAU				
LUNDIAHL				
NEINAS				
NORTON				
ROBILLARD				
SCHULTZ				
WIRLEE				
VLES WOTACHEK				
WAT				

Vote Voted

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st Fisher

2nd Virlee

Yes: _____ No: _____ Exc: _____

Reviewed by: _____ Corp. Counsel

Reviewed by: _____ Administrator

FISCAL IMPACT Any required match will be in the form of funds already included in SWCD's operating budget and grant funds, per lines 23-24 of this resolution. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of June, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept donations, gifts, or grants of money for any public governmental purpose within the powers of the County; and

2

3

4

5 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door" requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts, and grants whether in the form of money, or personal or real property; and

6

7

8

9 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorizes an oversight committee to accept donations, gifts or grants; requires County Board be provided notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires that an itemized report of all donations, gifts or grants be submitted to the County Board on an annual basis; and

10

11

12

13

14 **WHEREAS**, The United States Forest Service (USFS) has awarded Door County Soil & Water Conservation Department (SWCD) the Great Lakes Restoration Initiative (GLRI) Cooperative Weed Management Area (CWMA) grant of \$40,000.00. The purpose of said grant is to provide education and outreach on terrestrial invasive species found throughout the County with a focus on private properties and right of ways. Monies will also be used to allow a Door County Invasive Species Team (DCIST) Coordinator and SWCD staff to conduct the outreach and provide assistance to municipalities with the adoption and implementation process of a noxious weed ordinance; and

15

16

17

18

19

20

21

22

23 **WHEREAS**, No new budget funds are being requested. The 20% or \$10,000 in match monies will be provided by SWCD's operating budget and DCIST donation dollars; and

24

25

26

27 **WHEREAS**, The Land Conservation Committee (LCC) has voted to accept the aforesaid grant.

28

29 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does hereby accept the GLRI USFS CWMA in the amount of \$40,000 for the above stated purpose.

30

31

32 **BE IT FURTHER RESOLVED**, That the aforesaid grant shall be administered by the Soil & Water Conservation Department subject to oversight by the Land Conservation Committee.

33

34

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

Ken Fisher
Ken Fisher, Chair

Dan Austad
Dan Austad

Mike Vandenhouten
Mike Vandenhouten

Vinni Chomeau
Vinni Chomeau

Richard Virlee
Richard Virlee

Randy Halstead
Randy Halstead



DOOR COUNTY

Resolution No. 2019-46

APPROVAL OF DONATION FOR PROHIBITED INVASIVE SPECIES MANAGEMENT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENGL			
FIBHER			
GLUNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LENAU			
LINDAHL			
NEINAS			
NORTON			
ROBLLARD			
SCHULTZ			
VIRLEE			
VILES WOTACHEK			
WAT			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st Fisher 2nd Virlee

Yes: _____ No: _____ Exc: _____

Reviewed by: _____ Corp. Counsel

Reviewed by: _____ Administrator

FISCAL IMPACT: The donated funds will be used for the specified purpose; no additional County funds are required. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of July, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept
2 donations, gifts, or grants of money for any public governmental purpose within the
3 powers of the County; and

4
5 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County
6 of Door" requires approval of the Door County Board of Supervisors, for acceptance
7 of all donations, gifts, and grants whether in the form of money, or personal or real
8 property; and

9
10 **WHEREAS**, Rule of Order # 38, entitled "Donations, Gifts or Grants", authorized
11 an oversight committee to accept donations, gifts or grants; requires County Board
12 be provided notice of any donation, gift or grant in excess of \$1,000 prior to
13 acceptance; and requires that an itemized report of all donations, gifts or grants shall
14 be submitted to the county board on an annual basis; and

15
16 **WHEREAS**, The Soil and Water Conservation Department (SWCD) has received
17 a donation from the Wisconsin Department of Natural Resources (WDNR) Prohibited
18 and Early Detection Invasive Plant (PEDIP) funding in the amount of \$4,200. The
19 purpose of said donation is to provide funding for equipment, monitoring, control and
20 other necessary expenses incurred for the successful management of the county
21 prohibited invasive species Black swallow-wort (*Vincetoxicum nigrum*); and

22
23 **WHEREAS**, No new budget funds are being requested. No match monies are
24 required; and

25
26 **WHEREAS**, The Land Conservation Committee has voted to accept the aforesaid
27 donation.

28
29 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
30 Supervisors does hereby accept the WDNR PEDIP funding \$4,200.

31
32 **BE IT FURTHER RESOLVED**, That the aforesaid donation shall be administered
33 by the SWCD as fiscal manager subject to oversight by the Land Conservation
34 Committee.

**SUBMITTED BY:
LAND CONSERVATION COMMITTEE**

Ken Fisher Ken Fisher, Chair

John Neinas John Neinas

Dan Austad Dan Austad

Mike Vandenhouten Mike Vandenhouten

Vinni Chomeau Vinni Chomeau

Richard Virlee Richard Virlee

Randy Halstead Randy Halstead



DOOR COUNTY

Resolution No. 2019-47
APPROVAL OF GIFT, GRANT AND/OR DONATION – WATER QUALITY NOTICE OF DISCHARGE - SWCD

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD				
BACON				
BULTMAN				
CHOMEAU				
D. ENGLEBERT				
R. ENGLEBERT				
ENIGL				
FISHER				
GUNNLAUGSSON				
HALSTEAD				
KOCH				
KOHOUT				
LIENAU				
LUNDAHL				
NEINAS				
NORTON				
ROBILLARD				
SCHULTZ				
VIRLEE				
VILJES WOTACHEK				
WAIT				

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 1st: Fisher Defeated:
 2nd: Virlee
 Yes: _____ No: _____ Exc: _____

Reviewed by: _____ Corp. Counsel
 Reviewed by: _____ Administrator
FISCAL IMPACT: The funds from this grant are "pass-thru" funds, and they require no financial match from Door County, as such, there is no fiscal impact on the 2019 budget. STW

Certification:
 I, Jil M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of July, 2019 by the Door County Board of Supervisors.
 Jil M. Lau
 County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept
 2 donations, gifts, or grants of money for any public governmental purpose within the powers of
 3 the County; and

4 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door"
 5 requires approval of the Door County Board of Supervisors, for acceptance of all donations,
 6 gifts, and grants whether in the form of money, or personal or real property; and

7 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorized an
 8 oversight committee to accept donations, gifts or grants; requires County Board be provided
 9 notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires that
 10 an itemized report of all donations, gifts or grants shall be submitted to the county board on an
 11 annual basis; and

12 **WHEREAS**, The Soil & Water Conservation Department (SWCD) has been awarded a
 13 Notice of Discharge Grant (NOD Grant) through the Wisconsin Department of Natural
 14 Resources for Center Road Heifers – Michael Kruswick NOD Project in the amount of
 15 \$182,255.00; and

16 **WHEREAS**, A NOD Grant is a competitive financial award to protect water quality. Grant
 17 funds will be used to cost-share structural best management practices to control polluted runoff.
 18 The SWCD will enter into a contractual agreement with the landowner to disburse the funds.
 19 The landowner must comply with program conditions (i.e. pay the project costs they have agreed
 20 to cover, install all best management practices (BMP's) to which they have agreed, and maintain
 21 the BMP's in sound operating condition for a minimum of 10 years) and maintain compliance
 22 with Statewide water quality standards and prohibitions; and

23 **WHEREAS**, The Land Conservation Committee (LCC) has voted to accept the aforesaid
 24 grants.

25 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does
 26 hereby approve the acceptance of the water quality Notice of Discharge Grant totaling
 27 \$182,255.00.

28 **BE IT FURTHER RESOLVED**, That the aforesaid grant and donation shall be administered
 29 by the SWCD, subject to LCC oversight.
 30
 31
 32
 33
 34
 35
 36
 37

SUBMITTED BY:
LAND CONSERVATION COMMITTEE
Ken Fisher
 Ken Fisher, Chairperson
Dan Austad
 Dan Austad
Vinni Chomeau
 Vinni Chomeau
Randy Halstead
 Randy Halstead

John Neinas
 John Neinas
Mike Vandenhouten
 Mike Vandenhouten
Richard Virlee
 Richard Virlee



DOOR COUNTY

Resolution No. 2019-48

**CAPITAL IMPROVEMENTS PLAN
2020-2024**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Board Members	Aye	Nay	Exc.
AUSTAD				
BACON				
BULTMAN				
CHOMEAU				
D. ENGLEBERT				
R. ENGLEBERT				
ENIGL				
FISHER				
GUNNLAUGSSON				
HALSTEAD				
KOCH				
KOHOUT				
LIENAU				
LUNDAHL				
NEINAS				
NORTON				
ROBILLARD				
SCHULTZ				
VIRLEE				
VILIES WOTACHEK				
WAIT				

BOARD ACTION

Vote Required: Majority Vote of A Quorum.

Motion to Approve: Adopted Deferred

1st: D. Englebert 2nd: Vilies Wotachek

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: Adoption of this resolution moves the 2020 C.I.P. projects forward as per the plan to be included with the 2020 budget process. Projects for 2021 thru 2024 will become part of the 2021 C.I.P. process—2025 will be added and projects will again go through the review and approval process. STW

Certification:
 Jiji M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of July, 2019 by the Door County Board of Supervisors.

Jiji M. Lau
 Jiji M. Lau
 County Clerk, Door County

1 **WHEREAS**, By adoption of Resolution 2007-38, the Door
 2 County Board of Supervisors approved the *Capital Improvements*
 3 *Plan, Policy and Procedures*; and

4
 5 **WHEREAS**, The County Administrator and Finance Director
 6 crafted a *Capital Improvements Plan 2020-2024*, which was
 7 reviewed and approved by the Finance Committee on July 15, 2019;
 8 and

9
 10 **WHEREAS**, The *Capital Improvements Plan 2020-2024* is
 11 subject to review by the County Board.

12
 13 **NOW, THEREFORE, BE IT RESOLVED**, By the Door County
 14 Board of Supervisors that the *Capital Improvements Plan 2020-2024*
 15 [which is incorporated herein by reference] is hereby approved.

16
 17 **BE IT FURTHER RESOLVED**, That the *Capital Improvements*
 18 *Plan 2020-2024* is remanded to the Finance Committee for inclusion
 19 in the 2020 Budget.

20 Tax Levy	\$4,616,676.00
21 State Funding	\$ 135,000.00
22 Other Funding	<u>\$1,312,479.00</u>
23 Total C.I.P. Projects	\$6,064,155.00

SUBMITTED BY: FINANCE COMMITTEE

24
 25
 26
 27
 28

 Kathy Schultz, Chairperson

David Englebert
 David Englebert

David Enigl
 David Enigl

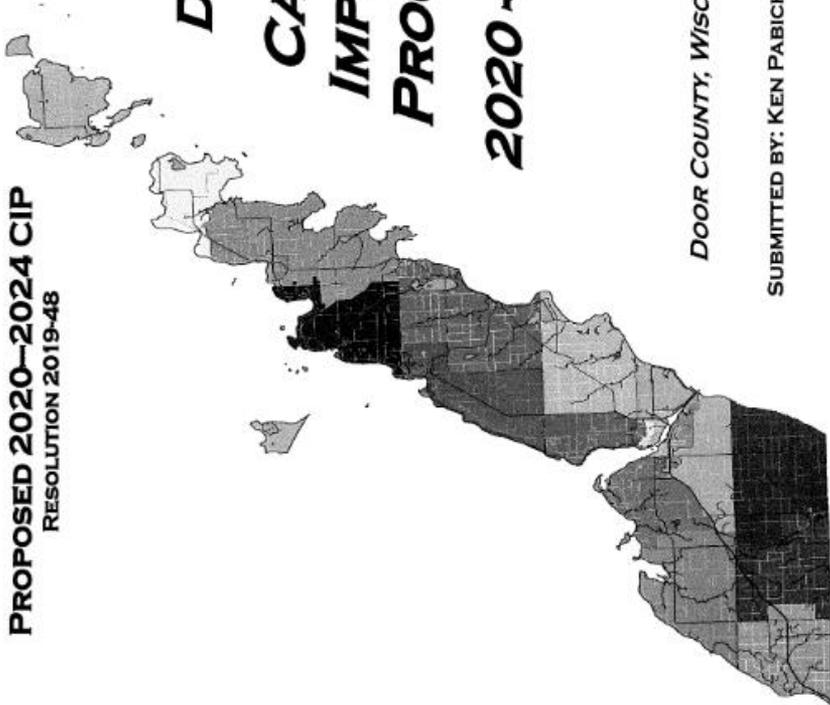
Susan Kohout
 Susan Kohout

Nancy Robillard
 Nancy Robillard

Richard Virlee
 Richard Virlee

Laura Vilies Wotachek
 Laura Vilies Wotachek

PROPOSED 2020-2024 CIP
RESOLUTION 2019-48



DOOR COUNTY
CAPITAL
IMPROVEMENTS
PROGRAM
2020 - 2024

DOOR COUNTY, WISCONSIN

SUBMITTED BY: KEN PABICH, COUNTY ADMINISTRATOR

Table of Contents for Capital Improvements Plan (C.I.P.)

	<u>Page</u>	<u>Page</u>
Capital Improvements Plan 2020-2024	2	31
Resolution	3	31
Table of Contents	4	31
C.I.P. Introduction	7	32
C.I.P. Project Cost Summary by Funding Source and Year	9	32
Table 1 - Cost Summaries by Source 2020	10	32
Table 2 - Cost Summaries by Source 2021	11	32
Table 3 - Cost Summaries by Source 2022	12	32
Table 4 - Cost Summaries by Source 2023	14	33
Table 5 - Cost Summaries by Source 2024	17	33
C.I.P. Project Cost Summary by Year For All Years	20	33
Table 6 - Project Cost Summary by Year	23	34
Table 7 - Project Funding by Source All Years	25	34
Table 8 - General Funding by Year & Source	30	34
Departmental Project Requests With Supporting Documentation and Additional Information		
Airport		
Reconstruct North/South Airport Runway	30	35
Airport Snow Removal Equipment Building	30	35
Highway		
CTH J (Carnot Road-CTH S)	30	35
CTH U (Johnson Road-S. of Lake Lane)	30	35
CTH W (Various Locations)	30	35
CTH V (CTH T-CTH A)	30	35
CTH V (CTH A-STH 57)	30	35
CTH C (Rileys Bay Road-CTH PD)	30	35
CTH SB (CTH C-Zirbel Road)	30	35
CTH M (CTH C-Hainesville Road)	30	35
CTH C (Rileys Bay Road-Charleys Road)	31	35
CTH J (Mill Road-CTH C)	31	35
CTH A (CTH E-CTH V)	31	35
CTH EE (CTH A-CTH F)	31	35
CTH Q (Sunset Drive-Woodcrest Road)	31	35
CTH N (Leauge Road - CTH K)	32	35
CTH N (Four Corners Road - CTH C)	32	35
CTH G (STH 42 - Bluff Drive)	32	35
CTH A (CTH E - CTH EE)	32	35
CTH SB (CTH M - West of May Road)	32	35
CTH C (CTH DK - East Gardner Road)	32	35
CTH A (CTH F - STH 42)	32	35
CTH MM (STH 42/57 - CTH C)	32	35
CTH T (STH 42 - Hillside Road)	32	35
CTH S (Maplewood Road - Wilson Road)	33	35
CTH B (White Cedar Road - CTH G)	33	35
CTH NP (STH 42 - Newport State Park)	33	35
CTH WD (STH 57 - West Shore Drive)	33	35
CTH ZZ (Appleport - Meadow Road)	33	35
CTH C (East Gardner Road - Charleys Road)	33	35
CTH EE (STH 42 - CTH A)	34	35
CTH C (CTH PD - N. Duluth Ave)	34	35
CTH CC (CTH C - Lime Kin Road)	34	35
CTH P (STH 42 - STH 57)	34	35
CTH DK (CTH H - Stone Road)	34	35
CTH C (CTH DK - East Gardner Road)	34	35
Replace Boiler at Sturgeon Bay Library	35	35
Facilities & Parks		
John Miles Park-Entrance Gate, Signs	44	35
55 N 4th Ave Roof Replacement	45	35
55 N 4th Ave Repairs & Remodeling	48	35
Justice Center Technology Upgrade	48	35
Cold Storage Building	60	35
Door County Jail Door Upgrade	67	35
Replacement of Mobile & Portable Radios	70	35
Technology Services		
County Board Room-Audio/Video Upgrade	81	35
WAP/WIFI Upgrade	92	35
Emergency Services		
Jacksonport/Egg Harbor Ambulance Station	99	35
Debt Management Parameters		
Table 9 - Debt Management Parameters	102	35
Other Eventment Information		
Door County Adopted Capital Improvements	105	35
Plan Policy and Procedures-Res. 2007-38	110	35
2020 Capital Outlay Budget C.I.P. & Non-Major Outlay Department Guidelines	110	35

Capital Improvement Plan (C.I.P.) Introduction

The Door County Capital Improvements Program (C.I.P.) analyzes the County's capital asset needs and identifies major projects that enhance and support the County's ability to provide the needed services. Capital improvement projects are different from programs adopted in the operating budget; such projects often represent very large financial obligations, and may span two or more fiscal years. It is important that they be properly planned, budgeted and tracked. Because of the unique nature of capital improvements, the processes for preparing, prioritizing and presenting them are different from the operating budget. Capital improvement projects require additional information such as geographic location, multi-year funding sources and impact on the operating budget. The ability to forecast capital needs is becoming more complex, precise and expensive. The C.I.P. is a schedule of major County projects contemplated to be undertaken during the next five years.

Objectives of the Capital Improvement Program

There are several objectives of the C.I.P.

1. A C.I.P. sets a realistic schedule of capital improvements that can be implemented within the limits of the County's financial resources.
2. It is a mechanism for departments to identify potential projects and provide justification for their need to the County Administrator. Projects can be evaluated from a long-term perspective rather than satisfying immediate needs.
3. The C.I.P. serves as a conduit of information from the various departments to the County Board.
4. It is a comprehensive document that not only provides continuity in financial decisions but connects long-term planning to the annual budget process for major projects.
5. The C.I.P. will help to stabilize the tax levy over time and effectively match future expenditures with the capacity to pay for them in a given time frame.
6. Improving public awareness about future needs is another valuable objective of a C.I.P.

Capital Improvements Projects Defined

For the purposes of the C.I.P., a capital asset to be included in a C.I.P. is defined as:

1. an expenditure that is for a County department or operation;
2. generally non-recurring;
3. has a cost over \$50,000;
4. has a service life of five (5) years or greater.

Goals and Expectations of the C.I.P.

The most important issue faced by the County is the maintenance of a balance between operational expenditures and capital expenditures. The County needs to protect its investment in buildings, equipment, infrastructure, and land improvements, which totaled \$167,464,150 as of December 31, 2017. In the past, capital projects may have been deferred to supplement the operating budget. There is recognition that the two portions of the budget, operating and capital, are of equal importance to the County. There are legitimate needs that will not be funded through the normal budget process. It is the purpose of the C.I.P. to develop a funding mechanism within the scope of the adopted Capital Improvements Plan Policy and Procedures for these needs.

CAPITAL PROJECT COST SUMMARY BY FUNDING SOURCE AND YEAR

This section contains the capital project costs summarized by funding for all five (5) years of the Capital Improvement Plan.

Table 1
Cost Summary by Funding Source and Year
FY 2020

Project No.	2020 Project Name	Example for Long Term Financing	Example for Short Term Financing	Federal	State	Levy	Other	TOTAL
*Other funding could be Unassigned Fund Balance, Carryovers from Prior Years, Dik Funding, C.I.P. Excess Funds, City Shares, County Roads & Bridges Fund, Donations. (see table 8)								
Airport								
	North/South Runway Reconstruction ("Other" is unused C.I.P. funding for Airport Runway Reconstruction not used in 2016-2017 & C.I.P. carryover from prior year, levied in 2019)	-	-	-	-	25,000	175,000	200,000
1-53-01								
1-53-02	Snow Removal Equipment Building ("Other" is C.I.P. carryover from prior years)	-	-	-	-	337,500	287,500	625,000
						362,500	462,500	825,000
Highway								
1-33-01	CTH J (Carnot Road - CTH S)	-	-	-	-	208,085	-	208,085
1-33-02	CTH U (Johnson Road - S. of Lake Lane)	-	-	-	-	387,898	-	387,898
1-33-03	CTH W (Various Locations)	-	-	-	135,000	517,906	-	652,906
1-33-04	CTH V (CTH T - CTH A)	-	-	-	-	674,315	-	674,315
1-33-05	CTH V (CTH A - STH 57)	-	-	-	-	87,123	-	87,123
1-33-06	CTH C (Rileys Bay Road - CTH PD)	-	-	-	-	1,225,093	-	1,225,093
1-33-07	CTH SB (CTH C - Zinbel Road)	-	-	-	-	364,149	-	364,149
1-33-08	CTH M (CTH C - Hainesville Road)	-	-	-	-	284,678	-	284,678
					135,000	3,649,047	-	3,784,047
Library								
1-35-01	New Boiler ("Other" is \$31,500 from City of Sturgeon Bay & \$31,500 from Bldg. Equipment Replacement Reserve)	-	-	-	-	-	63,000	63,000
Facilities and Parks								
1-37-01	John Miles Park - Entrance Gate, Signs and Ticket Booth ("Other" is unused C.I.P. funding for John Miles Park Paving not used in 2019)	-	-	-	-	90,000	30,000	120,000
1-37-02	56 N 4th Ave Building Roof Replacement ("Other" is funds from Museum Expansion Project Reserve)	-	-	-	-	-	225,000	225,000
1-37-03	56 N 4th Ave Building Repairs & Remodeling Work ("Other" is funds from Museum Expansion Project Reserve)	-	-	-	-	-	262,354	262,354
						90,000	517,354	607,354

M/C.I.P. (Capital Improvement Proj)/2020 C.I.P./Tables--Cost Summary by Year - 2020/2020/2020/2020/Summary

Table 1 - Continued
 Cost Summary by Funding Source and Year
 FY 2020

Project No.	2020 Project Name	Eligible for Long Term Financing	Eligible for Short Term Financing	Federal	State	Levy	Other*	TOTAL
-------------	-------------------	----------------------------------	-----------------------------------	---------	-------	------	--------	-------

*Other funding could be Unassigned Fund Balance, Carryovers from Prior Years, DK Funding, C.J.P. Excess Funds, City Share, County Roads & Bridges Fund, Donations. (See table B)

Sheriff

1-28-01	Justice Center Technology Upgrade	-	-	-	-	81,128	-	81,128
1-28-02	Justice Center Cold Storage Building ("Other" is C.J.P. carryover from prior year, levied in 2019)	-	-	-	-	150,000	189,625	349,625
1-28-03	Door County Jail Door Upgrade - Project to be split between 2020 & 2021	-	-	-	-	130,000	-	130,000
						361,129	189,625	560,754

Technology Services

1-13-01	County Board/Chambers Room Audio/Video Upgrade	-	-	-	-	-	-	-
1-13-01	County Board/Chambers Room Audio/Video Upgrade - Revised add to include ADA Compliant	-	-	-	-	154,000	-	154,000
1-13-02	WAP/WIFI Upgrade ("Other" is funds from IS Equipment Replacement Reserve)	-	-	-	-	-	70,000	70,000
						154,000	70,000	224,000

TOTAL - 2020 C.J.P.	-	-	-	-	135,000	4,816,876	1,312,479	6,064,355
2019 Adopted C.J.P.	-	-	-	-	-	4,526,780	2,183,700	6,710,480
2020 Over (Under) 2019 Adopted	0%	0%	-100%	-100%	135,000	89,896	(871,221)	(646,325)
% Increase 2020 over 2019						2%	-40%	-10%

Table 2
Cost Summary by Funding Source and Year
FY 2021

Project No.	2021 Project Name	Eligible for Long Term Financing	Eligible for Short Term Financing	Federal	State	Levy	Other	TOTAL		
*Other funding could be Unassigned Fund Balance, Carryovers from Prior Years, DK fundings, C.L.P., Excess Funds, City Share, County/Roads & Bridge Fund, Donations. (see table #)										
Airport										
1-93-01	North/South Runway Reconstruction	-	-	-	-	25,000	-	25,000		
Highway										
1-93-09	CTH C (Revere Bay Road - Charleys Road)	-	-	-	-	1,373,300	-	1,373,300		
1-33-10	CTH J (Mill Road - CTH O)	-	-	-	-	400,867	-	400,867		
1-33-11	CTH A (CTH E - CTH V)	-	-	2,363,691	-	557,954	-	2,941,655		
1-33-12	CTH EE (CTH A - CTH F)	-	-	-	-	404,473	-	404,473		
1-33-13	CTH Q (Sunset Drive - Woodcrest Road)	-	-	-	-	988,139	-	988,139		
Sheriff										
1-28-02	Judice Center Cold Storage Building - Delivered	-	-	-	-	-	-	-		
1-28-03	Door Crutry and Door Upgrade - project to be split between 2020 & 2021	-	-	-	-	150,000	-	150,000		
1-28-04	Replacement of Mobile & Portable Radios	-	-	-	-	308,915	-	308,915		
							438,915	-	438,915	
TOTAL - 2021 C.L.P.				-	-	2,363,691	-	4,188,658	-	6,572,349

Table 3
Cost Summary by Funding Source and Year
EY 2022

Project No.	2022 Project Name	Eligible for Long Term Financing	Eligible for Short Term Financing	Federal	State	Levy	Other	TOTAL
*Other funding could be Unassigned Fund Balance, Carryovers from Prior Years, DK funding, C.L.P., Excess Funds, City Shares, County Roads & Bridges Fund, Donations. (See table E)								
Airport								
1-53-02	North-South Runway Reconstruction	-	-	3,515,000	-	-	-	3,515,000
		-	-	3,515,000	-	-	-	3,515,000
Highway								
1-33-14	CTH N (Leslie Road - CTH K)	-	-	-	135,000	160,557	-	295,557
1-33-15	CTH N (Four Corners Road - CTH C)	-	-	-	-	551,705	-	551,705
1-33-16	CTH G (STH 42 - Bluff Drive)	-	-	-	-	551,705	-	551,705
1-33-17	CTH A (CTH E - CTH EE)	-	-	-	-	322,220	-	322,220
1-33-18	CTH SB (CTH M - West of May Road)	-	-	-	-	325,965	-	325,965
1-33-19	CTH C (CTH DK - East Gardner Road)	-	-	-	250,000	304,292	-	554,292
1-33-20	CTH A (CTH F - STH 42)	-	-	-	-	598,540	-	598,540
1-33-21	CTH MM (STH 42/57 - CTH C)	-	-	-	-	457,575	-	457,575
1-33-22	CTH T (STH 42 - Hillside Road)	-	-	-	385,000	637,527	-	1,022,527
		-	-	-	385,000	3,910,222	-	4,295,222
TOTAL - 2022 C.L.P.		-	-	3,515,000	385,000	3,910,222	-	7,810,222

Table 4
Cost Summary by Funding Source and Year
EY 2023

Project No.	2023 Project Description	Eligible for Long-Term Financing	Eligible for Short-Term Financing	Federal	State	Ley	Other	TOTAL
<small>Other funding could be Unassigned Fund Balance, Carryover from Prior Years, DK Funding, C.I.P. Excess Funds, City Share, County Roads & Bridges Fund, Donations. (see table g)</small>								
Highway								
1-33-23	CTH S (Maplewood Road - Wilcox Road)	-	-	-	-	871,453	-	871,453
1-33-24	CTH B (White Cedar Road - CTH G)	-	-	-	-	1,036,703	-	1,036,703
1-33-25	CTH NP (STH 42 - Newport State Park)	-	-	-	-	491,363	-	491,363
1-33-26	CTH WD (STH 57 - West Shore Drive)	-	-	-	-	529,302	-	529,302
1-33-27	CTH ZZ (Appleport - Meadow Road)	-	-	-	-	352,985	-	352,985
1-33-28	CTH C (East Gardner Road - Charleys Road)	-	-	-	-	661,090	-	661,090
Emergency Services								
1-29-02	Egg Harbor/Jacksonport Ambulance Station	-	-	-	-	3,942,906	-	3,942,906
TOTAL - 2023 C.I.P.								
						800,000	-	800,000
						4,742,906	-	4,742,906

Table 5
Cost Summary by Funding Source and Year
 FY 2024

Project No.	2024 Project Name	Eligible for Long Term Financing	Eligible for Short Term Financing	Federal	State	Levy	Other	TOTAL
*Other funding could be Unassigned Fund Balance, Carryovers from Prior Years, B.K. Funding, C.I.P., Excess Funds, City Shares, County Roads & Bridges Fund, Donations, (see table 6)								
Highway								
1-33-29	CTH EE (STH 42 - CTH A)	-	-	-	-	964,942	-	964,942
1-33-30	CTH C (CTH PD - N. Duluth Ave)	-	-	-	-	366,554	-	366,554
1-33-31	CTH CC (CTH C - Lime Klin Road)	-	-	-	-	363,283	-	363,283
1-33-32	CTH P (STH 42 - STH 57)	-	-	-	-	412,822	-	412,822
1-33-33	CTH DK (CTH H - Stone Road)	-	-	-	135,000	1,108,788	-	1,244,788
1-33-34	CTH C (CTH DK - East Gardner Road)	-	-	-	-	686,860	-	686,860
1-33-35		-	-	-	135,000	3,908,249	-	4,043,249
TOTAL - 2024 C.I.P.		-	-	-	135,000	3,908,249	-	4,043,249

CAPITAL PROJECT COST SUMMARY BY YEAR FOR ALL YEARS

This section contains the capital project costs summarized by year for all five (5) years of the Capital Improvement Plan. The last page of this summary also gives a snapshot short summary by funding source.

Table 6
Capital Project Cost Summary by Year

Project No.	Project Name	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	PROJECT TOTAL
Airport							
1-53-01	North/South Runway Reconstruction	200,000	25,000	3,515,000	-	-	3,740,000
1-53-02	Snow Removal Equipment Building	625,000	-	-	-	-	625,000
		825,000	25,000	3,515,000	-	-	4,365,000
Highway							
1-33-01	CTH J (Carnot Road - CTH S)	208,085	-	-	-	-	208,085
1-33-02	CTH U (Johnson Road - S. of Lake Lane)	387,698	-	-	-	-	387,698
1-33-03	CTH W (Various Locations)	652,906	-	-	-	-	652,906
1-33-04	CTH V (CTH A - CTH A)	574,315	-	-	-	-	574,315
1-33-05	CTH V (CTH A - STH 57)	87,123	-	-	-	-	87,123
1-33-06	CTH C (Rileys Bay Road - CTH PD)	1,225,093	-	-	-	-	1,225,093
1-33-07	CTH SB (CTH C - Zirbel Road)	364,149	-	-	-	-	364,149
1-33-08	CTH M (CTH C - Hainesville Road)	284,678	-	-	-	-	284,678
1-33-09	CTH C (Rileys Bay Road - Charleys Road)	-	1,373,300	-	-	-	1,373,300
1-33-10	CTH J (Mill Road - CTH O)	-	400,867	-	-	-	400,867
1-33-11	CTH A (CTH E - CTH V)	-	2,941,655	-	-	-	2,941,655
1-33-12	CTH EE (CTH A - CTH F)	-	404,473	-	-	-	404,473
1-33-13	CTH Q (Sunset Drive - Woodcrest Road)	-	988,139	-	-	-	988,139
1-33-14	CTH N (Ledge Road - CTH K)	-	-	295,587	-	-	295,587
1-33-15	CTH N (Four Corners Road - CTH C)	-	-	551,706	-	-	551,706
1-33-16	CTH G (STH 42 - Bluff Drive)	-	-	551,706	-	-	551,706
1-33-17	CTH A (CTH E - CTH EE)	-	-	322,220	-	-	322,220
1-33-18	CTH SB (CTH M - West of May Road)	-	-	325,966	-	-	325,966
1-33-19	CTH C (CTH DK - East Gardiner Road)	-	-	554,292	-	-	554,292
1-33-20	CTH A (CTH F - STH 42)	-	-	596,640	-	-	596,640
1-33-21	CTH MM (STH 42/57 - CTH C)	-	-	457,578	-	-	457,578
1-33-22	CTH T (STH 42 - Hillside Road)	-	-	637,527	-	-	637,527
1-33-23	CTH S (Maplewood Road - Wilson Road)	-	-	-	871,453	-	871,453
1-33-24	CTH B (White Cedar Road - CTH G)	-	-	-	1,036,703	-	1,036,703

Table 6
Capital Project Cost Summary by Year

Project No.	Project Name	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	PROJECT TOTAL
Highway - Continued							
1-33-25	CTH NP (STH 42 - Newport State Park)	-	-	-	481,363	-	481,363
1-33-26	CTH WD (STH 57 - West Shore Drive)	-	-	-	529,302	-	529,302
1-33-27	CTH ZZ (Appleport - Meadow Road)	-	-	-	352,995	-	352,995
1-33-28	CTH C (East Gardner Road - Charlneys Road)	-	-	-	661,090	-	661,090
1-33-29	CTH EE (STH 42 - CTH A)	-	-	-	-	964,942	964,942
1-33-30	CTH C (CTH PD - N. Duluth Ave)	-	-	-	-	368,554	368,554
1-33-31	CTH CC (CTH C - Lime Kiln Road)	-	-	-	-	363,283	363,283
1-33-32	CTH P (STH 42 - STH 57)	-	-	-	-	412,822	412,822
1-33-33	CTH DK (CTH H - Stone Road)	-	-	-	1,244,788	-	1,244,788
1-33-34	CTH C (CTH DK - East Gardner Road)	-	-	-	-	688,860	688,860
1-33-35		-	-	-	-	-	-
		3,784,047	6,108,434	4,295,222	3,942,906	4,043,249	22,173,868
Sheriff							
1-28-01	Justice Center Technology Upgrade	81,129	-	-	-	-	81,129
1-28-02	Justice Center Cold Storage Building	349,626	-	-	-	-	349,626
1-28-03	Door County Jail Door Upgrade	130,000	130,000	-	-	-	260,000
1-28-04	Replacement of Mobile & Portable Radios	-	308,915	-	-	-	308,915
		560,754	438,915	-	-	-	999,669
Emergency Services							
1-28-02	Egg Harbor/Jacksonport Ambulance Station	-	-	-	800,000	-	800,000
		-	-	-	800,000	-	800,000

Table 6
Capital Project Cost Summary by Year

Project No.	Project Name	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	PROJECT TOTAL
Library							
1-38-01	New Boiler	63,000	-	-	-	-	63,000
		63,000	-	-	-	-	63,000
Facilities and Parks							
John Miles Park - Entrance Gate, Signs and Ticket Booth							
1-37-01		120,000					120,000
1-37-02	56 N 4th Ave Building Roof Replacement	225,000					225,000
1-37-03	56 N 4th Ave Building Repairs & Remodeling Work	282,354					282,354
		607,354					607,354
Technology Services							
1-13-01	County Board/Chambers Room Audio/Video Upgrade	154,000					154,000
1-13-02	WAP/WIFI Upgrade	70,000					70,000
		224,000					224,000
TOTAL		6,054,155	6,572,349	7,810,222	4,742,906	4,043,249	29,232,881

Table 7
Capital Project Cost Summary by Funding Source

Project No.	Project Name	Eligible for Long Term Financing	Eligible for Short Term Financing	Federal	State	Levy	Other/ Undesig.	TOTAL COST
Airport								
1-53-01	North/South Runway Reconstruction	-	-	3,515,000	-	50,000	175,000	3,740,000
1-53-02	Snow Removal Equipment Building	-	-	-	-	337,500	287,500	625,000
		-	-	3,515,000	-	387,500	462,500	4,365,000
Highway								
1-33-01	CTH J (Carnot Road - CTH S)	-	-	-	-	208,085	-	208,085
1-33-02	CTH U (Johnson Road - S. of Lake Lane)	-	-	-	-	387,698	-	387,698
1-33-03	CTH W (Various Locations)	-	-	135,000	-	517,906	-	652,906
1-33-04	CTH V (CTH A - CTH A)	-	-	-	-	574,315	-	574,315
1-33-05	CTH V (CTH A - STH 57)	-	-	-	-	87,123	-	87,123
1-33-06	CTH C (Rileys Bay Road - CTH PD)	-	-	1,225,093	-	1,225,093	-	1,225,093
1-33-07	CTH SB (CTH C - Zirbel Road)	-	-	-	-	364,149	-	364,149
1-33-08	CTH M (CTH C - Hainesville Road)	-	-	-	-	284,678	-	284,678
1-33-09	CTH C (Rileys Bay Road - Charleys Road)	-	-	-	-	1,373,300	-	1,373,300
1-33-10	CTH J (Mill Road - CTH O)	-	-	-	-	400,887	-	400,887
1-33-11	CTH A (CTH E - CTH V)	-	-	2,383,691	-	557,964	-	2,941,655
1-33-12	CTH EE (CTH A - CTH F)	-	-	-	-	404,473	-	404,473
1-33-13	CTH Q (Sunset Drive - Woodcrest Road)	-	-	-	-	988,139	-	988,139
1-33-14	CTH N (Ledge Road - CTH K)	-	-	135,000	-	160,587	-	295,587
1-33-15	CTH N (Four Corners Road - CTH C)	-	-	-	-	551,706	-	551,706
1-33-16	CTH G (STH 42 - Bluff Drive)	-	-	-	-	551,706	-	551,706
1-33-17	CTH A (CTH E - CTH EE)	-	-	-	-	322,220	-	322,220
1-33-18	CTH SB (CTH M - West of May Road)	-	-	-	-	325,966	-	325,966
1-33-19	CTH C (CTH DK - East Gardner Road)	-	-	-	-	304,292	-	304,292
1-33-20	CTH A (CTH F - STH 42)	-	-	250,000	-	598,640	-	848,640
1-33-21	CTH MM (STH 42/57 - CTH C)	-	-	-	-	457,578	-	457,578
1-33-22	CTH T (STH 42 - Hillside Road)	-	-	-	-	637,527	-	637,527
1-33-23	CTH S (Maplewood Road - Wilson Road)	-	-	-	-	871,453	-	871,453

M/C.L.P. (Capital Improvement Proj)2020 C.L.P.2020 Cost Summary TablesCSFundingAllYears

**Table 7
Capital Project Cost Summary by Funding Source**

Project No.	Project Name	Eligible for Long Term Financing	Eligible for Short Term Financing	Federal	State	Levy	Other/ Undesig.	TOTAL COST
Highway - Continued								
1-33-24	CTH B (White Cedar Road - CTH G)	-	-	-	-	1,036,703	-	1,036,703
1-33-25	CTH NP (STH 42 - Newport State Park)	-	-	-	-	491,363	-	491,363
1-33-26	CTH WD (STH 57 - West Shore Drive)	-	-	-	-	529,302	-	529,302
1-33-27	CTH ZZ (Appleport - Meadow Road)	-	-	-	-	352,995	-	352,995
1-33-28	CTH C (East Gardner Road - Charleys Road)	-	-	-	-	661,090	-	661,090
1-33-29	CTH EE (STH 42 - CTH A)	-	-	-	-	964,942	-	964,942
1-33-30	CTH C (CTH PD - N. Duluth Ave)	-	-	-	-	368,554	-	368,554
1-33-31	CTH CC (CTH C - Lime Klin Road)	-	-	-	-	363,263	-	363,263
1-33-32	CTH P (STH 42 - STH 57)	-	-	-	-	412,822	-	412,822
1-33-33	CTH DK (CTH H - Stone Road)	-	-	135,000	-	1,109,768	-	1,244,768
1-33-34	CTH C (CTH DK - East Gardner Road)	-	-	-	-	688,860	-	688,860
1-33-35		-	-	-	-	-	-	-
		-	-	2,383,691	655,000	19,135,167	-	22,173,858
Sheriff								
1-28-01	Justice Center Technology Upgrade	-	-	-	-	81,129	-	81,129
1-28-02	Justice Center Cold Storage Building	-	-	-	-	150,000	199,625	349,625
1-28-03	Door County Jail Door Upgrade	-	-	-	-	260,000	-	260,000
1-28-04	Replacement of Mobile & Portable Radios	-	-	-	-	308,915	-	308,915
		-	-	-	-	800,044	199,625	999,669
Emergency Services								
1-29-02	Jacksonport/Egg Harbor EMS Station	-	-	-	-	800,000	-	800,000
		-	-	-	-	-	-	-
		-	-	-	-	800,000	-	800,000
Library								
1-36-02	New Boiler	-	-	-	-	-	63,000	63,000
		-	-	-	-	-	-	-
		-	-	-	-	-	63,000	63,000
Facilities and Parks								
		-	-	-	-	-	-	-
		-	-	-	-	-	63,000	63,000
		-	-	-	-	-	-	-
		-	-	-	-	-	63,000	63,000

Table 7
Capital Project Cost Summary by Funding Source

Project No.	Project Name	All Years					TOTAL COST	
		Eligible for Long Term Financing	Eligible for Short Term Financing	Federal	State	Levy		Other/ Undesig.
1-37-01	John Miles Park - Entrance Gate, Signs and Ticket Booth	-	-	-	-	90,000	30,000	120,000
1-37-02	56 N 4th Ave Building Roof Replacement	-	-	-	-	-	225,000	225,000
1-37-03	56 N 4th Ave Building Repairs & Remodeling Work	-	-	-	-	-	262,354	262,354
		-	-	-	-	90,000	517,354	607,354
Technology Services								
1-13-01	County Board/Chambers Room Audio/Video Upgrade	-	-	-	-	154,000	-	154,000
1-13-02	WAP/WIFI Upgrade	-	-	-	-	154,000	70,000	224,000
		-	-	-	-	154,000	70,000	224,000
	TOTAL	-	-	5,898,691	655,000	21,366,711	1,312,479	29,232,881

**Table 8
General Funding Summary by Year and Source**

<i>Source of Funds</i>	<i>FY 2020</i>	<i>FY 2021</i>	<i>FY 2022</i>	<i>FY 2023</i>	<i>FY 2024</i>	<i>TOTAL</i>
Long Term Financing Eligible	-	-	-	-	-	-
Short Term Borrowing Eligible	-	-	-	-	-	-
Federal Revenues	-	2,383,691	3,515,000	-	-	5,898,691
State Revenues	135,000	-	385,000	-	135,000	655,000
Tax Levy	4,616,676	4,188,658	3,910,222	4,742,906	3,908,249	21,366,711
Undesignated Fund Balance	-	-	-	-	-	-
Other Revenue-CIP Carryover	692,125	-	-	-	-	692,125
Other Revenue-Non-CIP Carryover	-	-	-	-	-	-
Other Revenue-Donations	-	-	-	-	-	-
Other Revenue-City Share	31,500	-	-	-	-	31,500
CIP Designated	-	-	-	-	-	-
Other Reserves	-	-	-	-	-	-
Bldg. Equipment Replacement Reserve	31,500	-	-	-	-	31,500
IS Equipment Replacement Reserve	70,000	-	-	-	-	70,000
Museum Expansion Project Reserve	487,354	-	-	-	-	487,354
Total Summary by Funding	6,064,155	6,572,349	7,810,222	4,742,906	4,043,249	29,232,881



DOOR COUNTY

Resolution No. 2019-49

**APPROVAL OF AGREEMENT FOR 5 YEAR
NSIGHT CONTRACT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIEBAU	X		
LJUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ			X
WIRLEE	X		
WJES WOTACHEK	X		
WAIT	X		

1 **WHEREAS**, Rule No. 34 of the Rules of Order provides, in pertinent
2 part, that "...no Committee of the County Board shall enter into any contract
3 for a period in excess of three (3) years without prior approval of the County
4 Board..."; and

5
6 **WHEREAS**, The Session Initiative Protocol/Voice-Over IP provides
7 our internal phone connection for Door County. It is a necessary service
8 for County operations; and

9
10 **WHEREAS**, The Technology Services Committee has considered and
11 approved the Nsight proposal (attached hereto as Addendum A and
12 incorporated herein by reference); and

13
14 **WHEREAS**, It is deemed advantageous and suitable for the County of
15 Door to enter into the Agreement.

16
17 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
18 of Supervisors does hereby approve the Agreement.

19
20 **BE IT FURTHER RESOLVED**, That the Technology Services
21 Department, subject to the oversight of the Technology Services
22 Committee, shall administer the Agreement.
23
24
25

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Enigl Defeated

2nd R. Englebert

Yes: 20 No: 0 Exc: 1

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: Entering a 5 yr. contract with Nsight will decrease the phone expense by approximately \$265.00 monthly or \$3,180 annually. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of July, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

SUBMITTED BY: TECHNOLOGY SERVICES COMMITTEE

David Enigl David Enigl, Chairman
David Englebert David Englebert
Roy Englebert Roy Englebert
Jon Koch Jon Koch
Kathy Schultz Kathy Schultz
Richard Virlee Richard Virlee
Linda D. Wait Linda Wait



SERVICE SCHEDULE

470 Security Blvd
Green Bay, WI 54313

Prepared By: Nancy Loberger
Email: nancy.loberger@nsight.com
Created Date: July 15, 2019

Number:
MSA: 1293
Term (Months): 60

Service Address:
421 NEBRASKA ST, STURGEON BAY, WI 54235

Account Name: COUNTY OF DOOR
Contact Name: JASON ROUER
Phone: 9207465983
Email: jrouer@co.door.wi.us

MONTHLY RECURRING CHARGES				
QTY	PRODUCT	LINE ITEM DESCRIPTION	UNIT PRICE	LINE TOTAL
1	SIP OVERFLOW		\$20.00	\$20.00
2	TRANSPORT	10M Transport	\$330.00	\$660.00
711	DID(S)		\$0.07	\$49.77
2	CALLER ID NAME & NUMBER - FOR PRIOR SIP TRUNKS		\$52.95	\$105.90
50	CONCURRENT CALL PATH(S)		\$12.00	\$600.00
MONTHLY RECURRING CHARGE (MRC):				\$1,435.67

NON-RECURRING CHARGES				
QTY	PRODUCT	LINE ITEM DESCRIPTION	UNIT PRICE	LINE TOTAL
1	INSTALLATION - SEE NOTES BELOW		\$1,500.00	\$1,500.00
NON-RECURRING CHARGES:				\$1,500.00

NOTES:				
<ul style="list-style-type: none"> -Includes 16,000 minutes of long distance. \$0.02 per minute for any overages. -Local calls are included. -Toll Free numbers are free; calls are billed at \$0.02 per minute. -10M SIP transport at 1205 S. Duluth St. Sturgeon Bay and 421 Nebraska St. Sturgeon Bay 54235 with overflow redundancy -Customer to provide N-sight use of dark fiber from our handhole to the Justice Center. -Customer must provide space for NID and eSBC and Justice Center, as well as, (1) 15-amp 120 VAC circuit. -1000BaseT hand-off to the customer for both SIP trunks off of our eSBC. -Project can be completed in 8 weeks. -Quote is good until 08/22/19. 				

SERVICE SCHEDULE

470 Security Blvd
Green Bay, WI 54313

TV DISCLAIMER: In the event Business TV services are contracted under this service schedule, they will be subject to annual increases, based on programmers' annual rate increase. Calls are billed in 6-second increments, rounded to the nearest cent; international calls do not apply. State, Local, Federal, and 911 charges may apply. FCC Access & Arc charges apply and are subject to change. This service schedule is void unless signed by customer within 90 days of the created date mentioned above.

Customer acknowledges and understands that, in the event the equipment provided hereunder is utilized at a location other than the business location identified above, incomplete or incorrect call-origination location information may be transmitted to call recipients (including, but not limited to, 911 and other emergency service providers). Customer, on its own behalf and on the behalf of its employees, agents, affiliates, successors, assigns, and relatives of all the foregoing, waives and releases Nsight and its employees, agents, affiliates, successors, and assigns from and against any and all claims, damages, actions, or liabilities arising at any time hereafter, which may result from, in whole or in part, the transmission of incomplete or incorrect call-origination location information by the equipment provided hereunder if such equipment is utilized at any location other than the business location identified above.

This Service Schedule is not effective until signed by both the Customer and Nsight Teleservices.

By signing below, each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that the party and that the party's execution of this Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon them by their respective entities.

THANK YOU FOR YOUR BUSINESS!

Authorized Signature for COUNTY OF DOOR

Authorized Signature for Nsight Teleservices

Print Name

Print Name

Date

Date



DOOR COUNTY

Resolution No. 2019-50

**PUBLIC HEALTH
RESOLUTION REQUESTING THE WISCONSIN LEGISLATURE
END THE USE OF PERSONAL CONVICTION WAIVERS FOR
SCHOOL AND DAY CARE CENTER IMMUNIZATIONS**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNN AUGSSON			
HALSTEAD			
KOCH			
KOHDUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VILIES WOTACHEK			
WAIT			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: _____ Adopted Deleted

1st Lundahl 2nd Norton

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: There is no additional fiscal impact with the adoption of this resolution. STW

Certification:

I, JIM M. LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on 21st day of July, 2019 by the Door County Board of Supervisors.

Jim M. Lau
Jim M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Vaccine-preventable diseases, such as measles, are very
2 contagious and can result in serious health complications, including
3 pneumonia and encephalitis, and lead to death; and

4
5 **WHEREAS**, Outbreaks of measles have impacted multiple states in
6 2019; and

7
8 **WHEREAS**, The effectiveness and safety of vaccines have been well
9 established; and

10
11 **WHEREAS**, The Affordable Care Act has improved insurance
12 coverage for vaccinations, which are readily available in medical offices
13 and pharmacies, and public health departments continue to serve those
14 eligible for the Vaccines for Children Program; and

15
16 **WHEREAS**, Wisconsin's immunization law § 252.04(3), Wis. Stats. and
17 § DHS 144.05, Wis. Adm. Code permits parents to opt out or waive some
18 or all of the vaccinations required to attend school or group day care based
19 on their personal beliefs; and

20
21 **WHEREAS**, The Wisconsin Public Health Association supports a
22 change in school and day care center immunization law that eliminates
23 personal conviction waivers for students in Wisconsin public and private
24 schools and for children who attend group day cares.

25
26 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
27 respectfully requests that the Wisconsin Legislature end the use of
28 personal conviction waivers for school and day care center immunizations.

29
30 **BE IT FURTHER RESOLVED** That a copy of this resolution be sent to
31 the Governor of Wisconsin, Wisconsin state legislators, and the Wisconsin
32 Counties Association. *Report sent to Door County*

SUBMITTED BY: BOARD OF HEALTH

Megan Lundahl Megan Lundahl, Chair
Helen Bacon Helen Bacon
Vinni Chomeau Vinni Chomeau
Nissa Norton Nissa Norton
Laura Vilies Wotachek Laura Vilies Wotachek

Dr. James Heise
Christa Krause
Mark Moeller



Door County Health and Human Services

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Public Health Division
Susan Powers, RN, BSN
Health Officer/Manager
(920) 746-2234
publichealth@co.door.wi.us

Memo:

July 17, 2019

To: County Board

From: Susan Powers, Health Officer/Manager

Under state law, parents of children attending daycare or school are required to provide evidence of immunization. In 1980, Wisconsin legislation added personal conviction as a reason to opt out of vaccines, in addition to medical or religious reasons. This was during the very public debate over safety of the Pertussis vaccine. (Since then, the Pertussis vaccine has been reformulated with less side effects.) Currently, the number of parents who opt out of vaccines is five times higher than 20 years ago. Over 90% of those who opt out do so for personal reasons as opposed to religious or medical reasons.

June 6, 2019, Wisconsin State Senate Bill 262 was introduced relating to eliminating the personal conviction exemption for immunizations (bill attached). This bill would eliminate the ability to waive immunization requirements for children in school or childcare for personal reasons. The religious or medical waivers would remain in place. Currently, Wisconsin is one of 17 states that allow parents to opt out of vaccines for personal reasons. As of July 11, 2019, there have been 1,123 confirmed cases of measles in the US, across 28 states. This is the highest number on record since 1992. Measles is a vaccine preventable disease that the Center for Disease Control declared eliminated in the US in the year 2000.

If enough people in a community receive vaccines, it is difficult for a virus, such as measles, to spread in a community. This offers protection for people who are unable to get vaccines for health reasons such as HIV, or cancer. Consistent vaccination is the primary mechanism by which individuals who remain susceptible are protected against disease. Personal conviction waivers place the health of our community at risk.

This proposed legislation is a preventative measure. We are recommending that the County Board pass a resolution supporting the change proposed in Senate Bill 262. This was discussed and approved unanimously by the Board of Health.



2019 SENATE BILL 262

June 6, 2019 - Introduced by Senators CARPENTER, L. TAYLOR, SMITH, HANSEN, MILLER, RISSEK, RINGHAND and LARSON, cosponsored by Representatives HINTZ, VORPAGEL, KOLSTE, BROSTOFF, L. MYERS, RIEMER, GOYKE, ANDERSON, STUBBS, ZAMARRIPA, B. MEYERS, SUBECK, CROWLEY, STEFFEN, SINICKI, CONSIDINE, FIELDS, DOYLE, VRUWINK, SPREITZER, EMERSON, POPE, OHNSTAD, HESSELBEIN, BILLINGS, SKOWRONSKI and NEUBAUER. Referred to Committee on Health and Human Services.

- 1 AN ACT to amend 49.155 (1m) (br) and 252.04 (3) of the statutes; relating to:
2 eliminating personal conviction exemption from immunizations.

Analysis by the Legislative Reference Bureau

This bill eliminates the ability to waive the immunization requirement for schools, child care centers, and nursery schools for the reason of personal conviction. Under current law, a student admitted to elementary, middle, junior, or senior high school, a child care center, or a nursery school must, within 30 days of admission, present evidence of having completed the first immunization for each vaccine required for the student's grade and being on schedule for the remainder of the basic and booster immunization series for mumps, measles, rubella, diphtheria, whooping cough, poliomyelitis, tetanus, and any other diseases the Department of Health Services specifies by rule. This immunization requirement is waived, however, if the student or the student's parent, guardian, or legal custodian instead submits a written statement to the school, child care center, or nursery school objecting to the immunization for reasons of health, religion, or personal conviction. A school, child care center, or nursery school may exclude a student who does not meet the immunization requirement or does not present a waiver and is required to exclude a student who does not meet the immunization requirement or does not present a waiver if fewer than 99 percent of the students have complied with the immunization requirement or presented a waiver. A court may issue an order directing a student to comply with the immunization requirement or present a waiver by a certain date, and if the student is not in compliance, the court may require an adult student or the parent, guardian, or legal custodian of a minor student to pay a forfeiture. This bill

grades K, 6 and 12 shall apply to students in grades K, 1, 6, 7 and 12; to students in grades K through 2, 6 through 8 and 12 in 2010-11; to students in grades K through 3, 6 through 9 and 12 in 2011-12; to students in grades K through 4, 6 through 10 and 12 in 2012-13; and to students in grades K through 12 in 2013-14 and thereafter.

(4) **FIRST DEADLINE.** Within 30 school days after having been admitted to a school or day care center, each student who has not filed a waiver form shall submit written evidence of having completed at least the first dose of each vaccine required for that student's age or grade, as outlined in Table DHS 144.03-A.

(5) **SECOND DEADLINE.** Within 90 school days after having been admitted to a school or day care center, each student who has not filed a waiver form shall submit written evidence of having received the second dose of each vaccine required for that student's age or grade, as outlined in Table DHS 144.03-A.

(6) **FINAL DEADLINE.** Within 30 school days after having been admitted to a school or day care center for the following school year, each student who has not filed a waiver form shall submit written evidence of having received the third and, if required, the fourth dose of both DTP/DTaP/DTd and polio vaccines and the first dose of Hep B in grades required under sub. (3) and, for students in day care centers, the final dose of Hib vaccine, if a dose has not been received at or after 15 months of age.

(7) **RECORDS OF VACCINATION.** Any person who immunizes a student under s. 252.04, Stats., shall maintain records identifying the manufacturer and lot number of the vaccine used, the date of immunization and the name and title of the person who immunized the student.

(10) **RELEASE OF IMMUNIZATION INFORMATION.** (a) *Between vaccine providers and schools or day care centers.* Vaccine providers shall disclose a student's immunization information, including the student's name, date of birth and gender and the day, month, year and name of vaccine administered, to a school or day care center upon written or verbal request from the school or day care center. Written or verbal permission from a student or parent is not required to release this information to a school or day care center.

(b) *Among vaccine providers.* Immunization information, including the student's name, date of birth and gender and the day, month, year and name of vaccine administered, shall be provided by one vaccine provider to another without written or verbal permission from the student or the parent.

History: Cr. Register, June, 1981, No. 306, eff. 7-1-81; c. and rec. (2) and (3), am. (3) to (6), Register, June, 1983, No. 390, eff. 7-1-83; am. (2) (a) to (d), (3) (a) and (b), c. (2) (a), Register, January, 1989, No. 392, eff. 2-1-89; am. (3) (a), (4) and (5), r. and rec. (3), tables 144.03-A and B, Register, July, 1990, No. 415, eff. 8-1-90; correction made under s. 13.93 (2m) (b) 7, Stats., Register, August, 1995, No. 476; c. and rec. (2) (a), Table 144.03-A, and (3), am. (2) (c) and (4) to (7), r. (2) (e) and (10), r. Table 144.03-B, Register, June, 1997, No. 498, eff. 7-1-97; r. and rec. (3) (a) and Table 144.03-A, r. (2) (f), (g) and (3m), am. (3) (a) and (6), Register, May, 2001, No. 545, eff. 6-1-01; CE 03-033; am. (2) (b), (c), (3) and Table 144.03-A, Register, December 2003, No. 576, eff. 1-1-04; CE 07-077; r. and rec. (2) (a), (f), (3), (3m) and Table-A, r. (2) (d) and (6), am. (10) (a) and (b), Register, February 2008, No. 626, eff. 3-1-08.

DHS 144.04 Waiver for health reasons. Upon certification by a licensed physician that an immunization required under s. 252.04, Stats., is or may be harmful to the health of a student, the requirements for that immunization shall be waived by the department. Written evidence of any required immunization which the student has previously received shall be submitted to the school or day care center with the waiver form.

History: Cr. Register, June, 1981, No. 306, eff. 7-1-81; correction made under s. 13.93 (2m) (b) 7, Stats., Register, August, 1995, No. 476.

DHS 144.05 Waiver for reason of religious or personal conviction. Immunization requirements under s. 252.04, Stats., shall be waived by the department upon presentation of a signed statement by the parent of a minor student or by the adult student which declares an objection to immunization on religious or personal conviction grounds. Written evidence of any required

immunization which the student has previously received shall be submitted to the school or day care center with the waiver form.

History: Cr. Register, June, 1981, No. 306, eff. 7-1-81; correction made under s. 13.93 (2m) (b) 7, Stats., Register, August, 1995, No. 476; am. Register, June, 1997, No. 498, eff. 7-1-97.

DHS 144.06 Responsibilities of parents and adult students. The parent of any minor student or the student, if an adult, shall secure the immunizations required under s. 252.04, Stats., from available health care sources such as physicians' offices, hospitals or local health departments, or shall submit the waiver form.

History: Cr. Register, June, 1981, No. 306, eff. 7-1-81; correction made under s. 13.93 (2m) (b) 7, Stats., Register, August, 1995, No. 476; am. Register, June, 1997, No. 498, eff. 7-1-97.

DHS 144.07 Responsibilities of schools and day care centers. (1) The responsibilities of schools under these rules shall be those of the local school board and the school administrator. The licensee for each day care center shall be responsible for compliance with these rules. The school or day care center shall assure compliance with s. 252.04 (2), Stats.

(1m) By the 15th school day after a child or adult is admitted to a school or day care center and again by the 25th school day after a child or adult is admitted to a school or day care center, the school or day care center shall notify the adult student or the parent of any minor student who has not submitted either written evidence of immunization or a waiver form. Notification shall include instructions for complying with the requirements of s. 252.04 (2), Stats., including a list of missing immunizations, the availability of waivers for reasons of health, religion or personal conviction, and an explanation of the penalty for noncompliance.

(2) For any student who has received the first dose of each immunization required for that student's age or grade under s. DHS 144.03, but who has not received all of the required doses, the school shall obtain written evidence that the student has received the required subsequent doses of immunization as they are administered, but no later than the deadlines described in s. DHS 144.03.

(3) If any minor student for whom a waiver form is not filed fails to comply with the immunization requirements described in s. DHS 144.03 by the date of admission to the school or day care center, the school or day care center shall, within 60 school days of that failure to comply, notify the district attorney in writing, with the notice to include the student's name and the name and address of the student's parent, and request the district attorney to seek a court order under s. 48.13 (13), Stats. The school or day care center shall keep the district attorney apprised of the subsequent compliance of a student initially reported to the district attorney.

(4) (a) The school shall report to the local health department and the day care center staff report to both the local health department and the department:

1. The degree of compliance with s. 252.04, Stats., and this chapter by students in that school or day care center.

2. The name and immunization history of any incompletely immunized student, including those students with waivers and those students in the process of being immunized.

(b) These reports shall be in a format prescribed by the department and shall be made by schools within 48 school days after the beginning of the term and by day care centers at intervals prescribed by the department. Updated reports shall be filed by the school on students who are in the process of being immunized. These updated reports shall be filed within 10 school days after the deadlines listed in s. DHS 144.03.

(5) The school and the day care center shall maintain on file the immunization history for each student and any waiver form submitted. Immunization histories shall be updated with information supplied by the local health department, parents or private physicians.

252.03 COMMUNICABLE DISEASES

Updated 17-18 Wis. Stats. 2

(3) If the local authorities fail to enforce the communicable disease statutes and rules, the department shall take charge, and expenses thus incurred shall be paid by the county or municipality.

(4) No person may interfere with the investigation under this chapter of any place or its occupants by local health officers or their assistants.

History: 1951 c. 291; 1993 s. 27 s. 285; State 1993 s. 252.03.

252.04 Immunization program. (1) The department shall carry out a statewide immunization program to eliminate mumps, measles, rubella (German measles), diphtheria, pertussis (whooping cough), poliomyelitis and other diseases that the department specifies by rule, and to protect against tetanus. Any person who immunizes an individual under this section shall maintain records identifying the manufacturer and lot number of the vaccine used, the date of immunization and the name and title of the person who immunized the individual. These records shall be available to the individual or, if the individual is a minor, to his or her parent, guardian or legal custodian upon request.

(2) Any student admitted to any elementary, middle, junior, or senior high school or into any child care center or nursery school shall, within 30 school days after the date on which the student is admitted, present written evidence to the school, child care center, or nursery school of having completed the first immunization for each vaccine required for the student's grade and being on schedule for the remainder of the basic and recall (booster) immunization series for mumps, measles, rubella (German measles), diphtheria, pertussis (whooping cough), poliomyelitis, tetanus, and other diseases that the department specifies by rule or shall present a written waiver under sub. (3).

(3) The immunization requirement is waived if the student, if an adult, or the student's parent, guardian, or legal custodian submits a written statement to the school, child care center, or nursery school objecting to the immunization for reasons of health, religion, or personal conviction. At the time any school, child care center, or nursery school notifies a student, parent, guardian, or legal custodian of the immunization requirements, it shall inform the person in writing of the person's right to a waiver under this subsection.

(4) The student, if an adult, or the student's parent, guardian, or legal custodian shall keep the school, child care center, or nursery school informed of the student's compliance with the immunization schedule.

(5) (a) By the 15th and the 25th school day after the date on which the student is admitted to a school, child care center, or nursery school, the school, child care center, or nursery school shall notify in writing any adult student or the parent, guardian, or legal custodian of any minor student who has not met the immunization or waiver requirements of this section. The notices shall cite the terms of those requirements and shall state that court action and forfeiture penalty could result due to noncompliance. The notices shall also explain the reasons for the immunization requirements and include information on how and where to obtain the required immunizations.

(b) 1. A school, child care center, or nursery school may exclude from the school, child care center, or nursery school any student who fails to satisfy the requirements of sub. (2).

2. Beginning on July 1, 1993, if the department determines that fewer than 98 percent of the students in a child care center, nursery school, or school district who are subject to the requirements of sub. (2) have complied with sub. (2), the child care center or nursery school shall exclude any child who fails to satisfy the requirements of sub. (2) and the school district shall exclude any student enrolled in grades kindergarten to 6 who fails to satisfy the requirements of sub. (2).

3. Beginning on July 1, 1995, if the department determines that fewer than 99 percent of the students in a child care center, nursery school, or school district who are subject to the requirements of sub. (2) have complied with sub. (2), the child care center or nursery school shall exclude any child who fails to satisfy the

requirements of sub. (2) and the school district shall exclude any student enrolled in grades kindergarten to 6 who fails to satisfy the requirements of sub. (2).

4. No student may be excluded from public school under this paragraph for more than 10 consecutive school days unless, prior to the 11th consecutive school day of exclusion, the school board provides the student and the student's parent, guardian or legal custodian with an additional notice, a hearing and the opportunity to appeal the exclusion, as provided under s. 120.13 (1) (c) 3.

(6) The school, child care center, or nursery school shall notify the district attorney of the county in which the student resides of any minor student who fails to present written evidence of completed immunizations or a written waiver under sub. (3) within 60 school days after being admitted to the school, child care center, or nursery school. The district attorney shall petition the court exercising jurisdiction under chs. 48 and 938 for an order directing that the student be in compliance with the requirements of this section. If the court grants the petition, the court may specify the date by which a written waiver shall be submitted under sub. (3) or may specify the terms of the immunization schedule. The court may require an adult student or the parent, guardian, or legal custodian of a minor student who refuses to submit a written waiver by the specified date or meet the terms of the immunization schedule to forfeit not more than \$25 per day of violation.

(7) If an emergency arises, consisting of a substantial outbreak as determined by the department by rule of one of the diseases specified in sub. (2) at a school or in the municipality in which the school is located, the department may order the school to exclude students who are not immunized until the outbreak subsides.

(8) The department shall provide the vaccines without charge, if federal or state funds are available for the vaccines, upon request of a school district or a local health department. The department shall provide the necessary professional consultant services to carry out an immunization program, under the requirements of sub. (9), in the jurisdiction of the requesting local health department. Persons immunized may not be charged for vaccines furnished by the department.

(9) (a) An immunization program under sub. (8) shall be supervised by a physician, selected by the school district or local health department, who shall issue written orders for the administration of immunizations that are in accordance with written protocols issued by the department.

(b) If the physician under par. (a) is not an employee of the county, city, village or school district, receives no compensation for his or her services under par. (a) and acts under par. (a) in accordance with written protocols issued by the department, he or she is a state agent of the department for the purposes of s. 165.25 (6), 893.82 (3) and 895.46.

(c) The department may disapprove the selection made under par. (a) or may require the removal of a physician selected.

(9m) A pharmacist or pharmacy that administers a vaccine under this section to a person 6 to 18 years of age shall update the Wisconsin Immunization Registry established by the department within 7 days of administering the vaccine.

(10) The department shall, by rule, prescribe the mechanisms for implementing and monitoring compliance with this section. The department shall prescribe, by rule, the form that any person immunizing a student shall provide to the student under sub. (1).

(11) Annually, by July 1, the department shall submit a report to the legislature under s. 13.172 (3) on the success of the statewide immunization program under this section.

History: 1993 s. 27 ss. 181, 470; 1995 s. 32, 77, 222; 2009 s. 185; 2015 s. 55. Cross-references: See also chs. DHS 144 and 146, Wis. adm. code.

252.041 Compulsory vaccination during a state of emergency. (1) Except as provided in sub. (2), during the period under which the department is designated as the lead state agency, as specified in s. 250.042 (2), the department, as the public health authority, may do all of the following as necessary to address a public health emergency:



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON		X	
BULTMAN	X		
CHOMEAU			
D. ENGLEBERT		X	
R. ENGLEBERT		X	
ENIG.		X	
FISHER		X	
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH		X	
KOCHOUT	X		
LIENAU	X		
LUNDIAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ			X
VIRLEE		X	
VILIES WOTACHEK	X		
WAIT		X	

BOARD ACTION

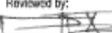
Vote Required: Two-Thirds Vote of all the Members

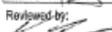
Motion to Approve: Adopted Deleted

1st: Austad Deleted

2nd: Koch

Yes: 12 No: 8 Exc: 1

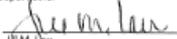
Reviewed by:  Comp. Counsel

Reviewed by:  Administrator

FISCAL IMPACT: This resolution further defines the compensation for county board members attending meetings within the county. This resolution also further defines expense reimbursement for out of county meetings or events.
STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of July, 2019 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

Resolution No. 2019-51
SUPERVISOR COMPENSATION AND REIMBURSEMENT

1 TO THE DOOR COUNTY BOARD OF SUPERVISORS:

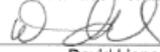
2
3 **WHEREAS**, A County Board may, at its annual meeting, by a
4 two-thirds vote of all the members, fix the compensation and
5 reimbursement of the board members to be next elected
6 (See: § 59.10(3), Wis. Stats.);

7
8 **WHEREAS**, Such compensation and reimbursement is to be
9 established before the earliest time for filing nomination papers, may
10 not be increased or diminished during the Supervisor's term, and
11 shall remain for ensuing terms unless changed; and

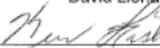
12
13 **WHEREAS**, The Administrative Committee has forwarded to
14 County Board, for consideration and action, *Addendum A -*
15 *Compensation and Reimbursement for Supervisors*, attached hereto
16 and incorporated herein by reference as if set forth in full.

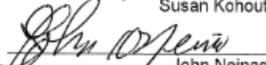
17
18 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
19 Board of Supervisors hereby fixes the compensation and
20 reimbursement of Board Members to be next elected (i.e.,
21 Supervisors who take office on April 21, 2020) as set forth in
22 *Addendum A - Compensation and Reimbursement for Supervisors*.

SUBMITTED BY:
Administrative Committee

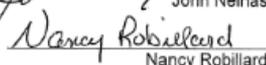

David Lienau, Chairman

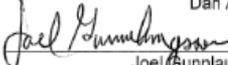

Susan Kohout


Ken Fisher


John Neinas


Dan Austad


Nancy Robillard


Joel Gunnlaugsson

Introduction

A county board may, at its annual meeting, by a two-thirds vote of all the members, fix the compensation and reimbursement of the board members to be next elected (See: § 59.10(3), Wis. Stats.).

Such compensation and reimbursement is to be established before the earliest time for filing nomination papers, and cannot be increased or diminished during the supervisors' term.

This is primarily intended, and should be deemed, to fix the compensation and reimbursement for members of the Door County Board of Supervisors.

The following will be in full force and effect on and after April 21, 2020.

I. Compensation

- A. Each supervisor shall be paid an annual salary of seventy-five hundred dollars (\$7,500), payable in monthly installments of six hundred and twenty five dollars (\$625).
- B. The County Board Chairperson will receive supplementary compensation (i.e., be paid an additional annual salary) of four thousand five hundred dollars (\$4,500)...for a total annual salary of twelve thousand dollars (\$12,000) payable in monthly installments of one thousand dollars (\$1,000).
- C. A chairperson of a sub-unit (i.e., committee, commission, or board) of the County Board will receive supplementary compensation (be paid an additional annual salary) of two hundred and fifty dollars (\$250).

II. Reimbursement for Expenses (Authorized Meal, Mileage, Lodging and Registration Expenses)

- A. Each supervisor will be allocated up to fifteen hundred dollars (\$1,500) annually for authorized expenses (i.e., meal, lodging and registration) actually incurred and related to approved conferences, conventions, institutes, schools, seminars, training or workshops. Mileage is addressed separately in Par. II. B. below.
 1. Authorized meal expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, A. Meal Expenses, 1.-3.)*.
 2. Authorized lodging expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, D. Lodging)*.
 3. Authorized registration expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, E. Registration Fees)*.

Funds not used by the end of a year will be returned to the General Fund. A supervisor may only exceed the annual allocation with prior approval of the County Board.

B. Mileage (§ 59.10(3)(g), Wis. Stats.)

1. Each supervisor shall receive mileage for each mile traveled in going to and returning from approved conferences, conventions, hearings, institutes, meetings, proceedings, schools, seminars, training or workshops by the most usual traveled route at the rate

established by the County Board under § 59.22 Wis. Stats. as the standard mileage allowance for all County employees and officers (See: Door County's Administrative Manual - Section 2.15 Expense Reimbursement, B. Mileage).

2. Mileage reimbursement is to be calculated from the Supervisor's residence or their work location within Door County. If a Supervisor's work location is outside of Door County, mileage reimbursement will be calculated from the County line.
- C. Supervisor Residing on Washington Island:
1. Is eligible to be reimbursed for one round-trip ferry ticket per day; and
 2. Will, if an overnight stay on the mainland is necessary due to a meeting, be eligible for reimbursement for in-county lodging expense and meal expense consistent with Par. II. A. 1. & 2. above.

This is in addition to, and not in lieu of, other compensation and reimbursement set forth herein.

- D. Reimbursement can only be made for allowable expenses actually incurred.

III. Compensation / Reimbursement Procedure

- A. All requests for reimbursement must (as a condition precedent to payment) be timely submitted (to the Finance Department) on properly completed and fully executed reimbursement request form(s), accompanied by any required documentation.
- B. These forms and instructions are available in the office of County Clerk, and the Finance Department.

IV. Non-Members of the Door County Board of Supervisors

- A. Paragraph IV applies only to members of a sub-unit (i.e., committee, commission, or board) of the County Board who are not supervisors.
- B. Such members will receive per diem for any committee, commission or board a meeting (i.e., a timely noticed and properly convened meeting, with a quorum present) of a sub-unit (i.e., commission, committee, or board) of the County Board of which they are a member as follows:
 1. Fifty dollars (\$50.⁰⁰) plus an hourly rate of twenty-five dollars (\$25.⁰⁰) for each hour above one hour (up to \$225.00 per day) that s/he actually attends.
- C. Such members are eligible for expense reimbursement as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement)*.



DOOR COUNTY

RESOLUTION NO. 2019-52

IN MEMORIAM – KEITH BRIDENHAGEN

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Keith Bridenhagen passed away on July 23, 2019; and

WHEREAS, Supervisor Bridenhagen was first elected to the Door County Board of Supervisors and served from February 14 through April 15, 2002. He was then re-elected in April 2002, and served through April 2004; and

WHEREAS, Supervisor Bridenhagen represented District 19, and after redistricting, District 20, consisting of the Town of Liberty Grove Ward 2 and the Village of Sister Bay; and

WHEREAS, Supervisor Bridenhagen served on several committees, including Highway, Law Enforcement, Library Board, Resource Planning, Ethics, and Highway Safety Commission; and

WHEREAS, In addition, Keith Bridenhagen served as Chairperson of Emergency Services/Communications Committee and Local Emergency Planning Committee.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors, assembled in regular session this 27th day of August, 2019, extend our sincere sympathy to the family of Keith Bridenhagen with this acknowledgement of his dedication to the citizens of the County of Door.

Daniel Austad

Daniel Austad

Heleen Bacon

Heleen Bacon

Bob Baltman

Bob Baltman

Vanni Chomeau

Vanni Chomeau

Daniel Englebert

Daniel Englebert

David Englebert

David Englebert

David Enigt

David Enigt

Kenneth Fisher

Kenneth Fisher

Joel Gunnlaugsson

Joel Gunnlaugsson

Randy Halstead

Randy Halstead

Jon Koch

Jon Koch

Susan Kohout

Susan Kohout

David Lieng

David Lieng

Megan Lundahl

Megan Lundahl

John Nelmas

John Nelmas

Nissa Norton

Nissa Norton

Nancy Robillard

Nancy Robillard

Richard Virtue

Richard Virtue

Laura Vlies Watachek

Laura Vlies Watachek

Linda Wait

Linda Wait

CERTIFICATION:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August, 2019, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County



RESOLUTION NO. 2019-53

RECOGNIZING SUPERVISOR KATHY SCHULTZ
IN SERVICE TO THE COUNTY BOARD

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Kathy Schultz was first appointed to the Door County Board of Supervisors in September, 2009. She was duly elected to subsequent terms and served through August 12, 2019, for a total of ten years on the Board; and

WHEREAS, Supervisor Schultz represented Supervisory District 13, encompassing the City of Sturgeon Bay, Wards 13 and 14; and

WHEREAS, During her tenure, Supervisor Schultz served on many committees and boards including Administrative, Airport & Parks, Board of Health, Community Programs, Economic Development, Finance, Information Systems/Technology Services, Law Enforcement, Legislative, Library, Negotiating, and Public Safety; and

WHEREAS, Supervisor Schultz also served at various times as Chairperson of Board of Health, Legislative, and Finance Committee; and;

WHEREAS, Kathy Schultz also served as Deputy Clerk for the City of Sturgeon Bay; later becoming City Clerk/Treasurer.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Supervisors, assembled this 27th day of August, 2019, extends to Kathy Schultz, our sincere thanks and appreciation for her service to the people of Door County, and wish her the best in her future endeavors.

Daniel Austad

Daniel Austad

Helen Bacon

Helen Bacon

Bob Bultman

Bob Bultman

Viani Chomeau

Viani Chomeau

David Englebert

David Englebert

Roy Englebert

Roy Englebert

David Enigl

David Enigl

Kenneth Fisher

Kenneth Fisher

Joel Gunnlaugson

Joel Gunnlaugson

Randy Hulstond

Randy Hulstond

Jon Koch

Jon Koch

Susan Kohout

Susan Kohout

David Lenau

David Lenau

Megan Landahl

Megan Landahl

John Neinas

John Neinas

Missie Norton

Missie Norton

Nancy Robillard

Nancy Robillard

Richard Virlee

Richard Virlee

Laura Viles Wotachek

Laura Viles Wotachek

Linda Wait

Linda Wait

CERTIFICATION:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August, 2019, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County



APPOINT DOOR COUNTY VETERANS SERVICE OFFICER
TO THE DOOR COUNTY BOARD OF SUPERVISORS:

DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHONEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
District 1,3			
VIRLEE			
VLIES WOTACHEK			
WAIT			

1 **WHEREAS**, Section 45.80(1)(c), Wisconsin Statutes provides
2 that the County Administrator shall appoint, subject to confirmation
3 by the County Board, a county veterans' service officer; and
4
5 **WHEREAS**, Through the appointive authority of the County
6 Administrator, Beth Wartella has been offered an appointment to the
7 position of Door County Veterans Service Officer.
8
9 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
10 Board of Supervisors does hereby confirm the appointment of Beth
11 Wartella to the position of Door County Veterans Service Officer, with
12 a start date of September 16, 2019.
13

SUBMITTED BY:

David Lienau, Chairperson
Door County Board of Supervisors

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Vote Defeated

2nd Vote

Yes: No: Exc:

Reviewed by: Corp. Counsel

Reviewed by: Administrator

FISCAL IMPACT: The amount for the Veterans Service Officer was included in the 2019 Budget. There is no additional fiscal impact associated with the adoption of this resolution. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August, 2019 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County



DOOR COUNTY

Resolution No. 2019-55
APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE
SCHOOL RESOURCE OFFICER UNIT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members Aye Nay Exc. Table with names: AUSTAD, BACON, BULTMAN, CHOMEAU, D. ENGLEBERT, R. ENGLEBERT, ENIGL, FISHER, GUNNLAUGSSON, HALSTEAD, KOCH, KOHDUT, LIENAU, LUNDAHL, MEINAS, MORTON, ROBILLARD, VIRLEE, VLIES WOTACHEK, WAIT.

BOARD ACTION
Vote Required: Majority Vote of a Quorum
Motion to Approve Adopted [X]
Defeated []
Yes: 20 No: 0 Exc: 0

Reviewed by: [Signature] Corp. Counsel
Reviewed by: [Signature] Administrator
FISCAL IMPACT: The donated funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this donation. STW

Certification: I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August, 2019 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

1 WHEREAS, Section 59.52(19) Wis. Stats. empowers the County Board
2 to accept donations, gifts, or grants of money for any public governmental
3 purpose within the powers of the County; and

4 WHEREAS, Resolution 75-84 entitled "Gifts, Grants & Donations to the
5 County of Door" requires approval of the Door County Board of
6 Supervisors, for acceptance of all donations, gifts, and grants whether in
7 the form of money, or personal or real property; and

8 WHEREAS, Rule of Order # 38, entitled 'Donations, Gifts or Grants',
9 authorized an oversight committee to accept donations, gifts or grants;
10 requires County Board be provided notice of any donation, gift or grant in
11 excess of \$1,000 prior to acceptance; and requires that an itemized report
12 of all donations, gifts or grants shall be submitted to the county board on
13 an annual basis; and

14 WHEREAS, Wal-Mart has donated \$2,000.00 to the School Resource
15 Officer Unit to be used toward start-up costs; and

16 WHEREAS, Raibrook Foundation has offered a \$4,500.00 grant to the
17 School Resource Officer Unit to be used toward the Instructor Registration
18 for the Core Matters Training Program; and

19 WHEREAS, The Public Safety Committee has voted to accept the
20 aforesaid grant and donations.

21 NOW THEREFORE, BE IT RESOLVED, That the Door County Board
22 of Supervisors does hereby approve the acceptance of the grant and
23 donations of cash and goods valued at \$6,500.00 for the School Resource
24 Officer Unit.

25 BE IT FURTHER RESOLVED, That the aforesaid grant and donation
26 shall be administered by the Door County Sheriff's Office, subject to
27 oversight by the Public Safety Committee.

SUBMITTED BY:
PUBLIC SAFETY COMMITTEE

[Signatures]
Joel Gunnlaugsson, Chairperson
Roy Englebert
David Englebert
Jon Koch
Megan Lundahl
Linda Wait



DOOR COUNTY

Resolution No. 2019-56

TRANSFER OF NON-BUDGETED FUNDS FOR COST OF ABATEMENT OR REMOVAL OF A HUMAN HEALTH HAZARD

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	✓		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	✓		
HALSTEAD	X		
KOCH	✓		
KOHOUT	X		
LIENAU	X		
LUNDAHL	✓		
NEINAS	✓		
NORTON	X		
ROBILLARD	✓		
District 1F	-	-	-
VIRLEE	✓		
VILIES WOTACHEK	✓		
WAIT		X	

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve: Adopted Defeated

1st D. Englebert Defeated:

2nd Kohout V. Vacant

Yes: 19 No: 1 Exc: ---

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The fiscal impact is a decrease of up to \$40,000 to the Contingency Expense Account, which would leave an available balance of \$341,526.45 in this account. STW

Certification:

I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Law
County Clerk, Door County

1 **WHEREAS**, In accordance with § 65.90(5)(a), Wis. Stats. and Rules of
2 Order #19 the amounts of the various appropriations and the purposes for such
3 appropriations stated in a budget may not be changed unless authorized by a
4 vote of two-thirds of the entire membership of the County Board of Supervisors;
5 and

6
7 **WHEREAS**, On July 26, 2019, Door County initiated an action ("County
8 of Door v. Gray", Case No. 2019-CV-103) for the abatement or removal of a
9 human health hazard pursuant to §254.59, Wis. Stats.; and

10
11 **WHEREAS**, The cost of abatement or removal of the human health
12 hazard in the above referenced case: is estimated to be as much as forty
13 thousand dollars (\$40,000); may be at the expense of the County; may be
14 collected from the owner or occupant, or person causing, permitting, or
15 maintaining the human health hazard, may be charged against the premises
16 and assessed as are other special taxes, or be a lien upon the premises; and

17
18 **WHEREAS**, These costs were neither anticipated nor included in the
19 2019 budget; and

20
21 **WHEREAS**, The Human Services Board, at its August 13, 2019, meeting,
22 and the Finance Committee, at its August 19, 2019 meeting, each
23 recommended that up to forty thousand dollars (\$40,000) be transferred from
24 the Door County Contingency Expense Account #100.06.1161.59103 to the
25 Human Services Department Wrap-Around-Adult Expense Account
26 #240.47.3948.52751 to cover the cost of abatement or removal of the human
27 health hazard in "County of Door v. Gray", Case No. 2019-CV-103.

28
29 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
30 Supervisors does hereby approve the transfer up to forty thousand dollars
31 (\$40,000) from the Door County Contingency Expense Account
32 #100.06.1161.59103 to the Human Services Department Wrap-Around-Adult
33 Expense Account #240.47.3948.52751 to cover the cost of abatement or
34 removal of the human health hazard in "County of Door v. Gray", Case No.
35 2019-CV-103.

36
37 **BE IT FURTHER RESOLVED**, That due and diligent efforts will be made
38 to: collect these costs from the owner or occupant, or person causing,
39 permitting, or maintaining the human health hazard; charge these costs
40 against the premises and ensure that they are assessed as are other special
41 taxes; and/or that these costs be a lien upon the premises.

SUBMITTED BY: FINANCE COMMITTEE

[Signature]
David Englebert, Vice Chair

[Signature]
David Enigl

[Signature]
Susan Kohout

[Signature]
Nancy Robillard

[Signature]
Richard Virlee

[Signature]
Laura Vilies Wotachek



DOOR COUNTY

Resolution No. 2019-57

**APPROVAL OF
2019-2021 COLLECTIVE BARGAINING AGREEMENT
DOOR COUNTY EMERGENCY SERVICES IAFF LOCAL 4982**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER		X	
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
MEINAS	X		
NORTON	X		
ROBILLARD	X		
District 13			--
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st D. Englebert Defeated

2nd Lundahl 1-Vote Only

Yes: 19 No: 1 Exc: 0

Reviewed by: [Signature] Corp. Counsel

Prepared by: [Signature] Administrator

FISCAL IMPACT: The estimated fiscal impact for 2019 is \$28,333; for 2020 is \$64,458 and for 2021 is \$101,484. Funds have been included in 2019 budget and will be part of the 2020 & 2021 budget process. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS,** The Collective Bargaining Agreement between Door
2 County and the Door County Emergency Services IAFF Local 4982
3 expired on December 31, 2018; and

4 **WHEREAS,** Through collective bargaining a tentative agreement (See:
5 Appendix A, attached hereto and incorporated herein by reference as if set
6 forth in full) was reached between representatives of Door County and the
7 Door County Emergency Services IAFF Local 4982; and

8 **WHEREAS,** The Collective Bargaining Agreement is contingent upon,
9 and shall not become effective until, official ratification by the collective
10 bargaining unit and the Door County Board of Supervisors; and

11 **WHEREAS,** The Door County Emergency Services IAFF Local 4982
12 has ratified, or will ratify, the tentative agreement; and

13 **WHEREAS,** The Door County Negotiating Committee and
14 Administrative Committee recommend approval of the Collective
15 Bargaining agreement.

16 **NOW, THEREFORE, BE IT RESOLVED,** That the Door County Board
17 of Supervisors does hereby approve and authorize the execution and
18 implementation of the January 1, 2019 - December 31, 2021, Collective
19 Bargaining Agreement between Door County and the Door County
20 Emergency Services IAFF Local 4982.
21
22
23
24
25

SUBMITTED BY:
Administrative Committee and Negotiating Committee

[Signature] David Lienau, Administrative Committee Chair
[Signature] Susan Kohout
[Signature] David Englebert, Negotiating Committee Chair
[Signature] Megan Lundahl
[Signature] Ken Fisher
[Signature] John Neinas
[Signature] Dan Austad
[Signature] Nancy Robillard
[Signature] Joe Gunnlaugsson
[Signature] Laura Vlies Wotachek

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
DOOR COUNTY
AND
DOOR COUNTY EMERGENCY SERVICES EMPLOYEES
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4982
JANUARY 1, 2016 2019 THROUGH DECEMBER 31, 2018 2021

ARTICLE	Table of Contents	PAGE NO.
AGREEMENT		
ARTICLE 1 - RECOGNITION 1		
ARTICLE 2 - PROBATIONARY PERIOD 1		
A. PROBATIONERS..... 1		
B. REGULAR EMPLOYEES..... 1		
ARTICLE 3 - UNION BULLETIN BOARD 1		
ARTICLE 4 - GRIEVANCE PROCEDURE 1		
A. DEFINITION OF A GRIEVANCE..... 1		
B. GRIEVANCE PROCEDURE STEPS..... 2		
C. ARBITRATION HEARING..... 2		
D. ARBITRATION AWARD..... 2		
E. TIME LIMITATION..... 2		
F. SETTLEMENT OF GRIEVANCE..... 2		
G. GENERAL..... 2		
ARTICLE 5 - CONDUCT OF BUSINESS 2		
A. CONDUCT OF BUSINESS..... 2		
B. PRESENTATION OF GRIEVANCES..... 2		
C. CONTACTS BY BUSINESS AGENT..... 3		
ARTICLE 6 - SENIORITY 3		
A. DEFINITION OF SENIORITY..... 3		
B. LAYOFF..... 3		
C. RECALL..... 3		
D. EMPLOYEES ON LAYOFF..... 3		
E. JOB POSTING..... 3		
F. TRIAL PERIOD..... 3		
G. QUALIFICATION DISPUTES..... 3		
H. LOSS OF SENIORITY..... 4		
ARTICLE 7 - VACATIONS 4		
A. VACATION SCHEDULE..... 4		
B. CONTINUOUS SERVICE..... 4		
C. LIMIT ON ACCUMULATION..... 4		
D. EARNED VACATION..... 4		
E. HOLIDAYS..... 4		
F. SENIORITY..... 5		
G. DEATH OF EMPLOYEE..... 5		
ARTICLE 8 - HOLIDAYS 5		
ARTICLE 9 - SICK LEAVE 5		
A. ACCUMULATION..... 5		
B. NON-ACCUMULATION..... 5		
C. SICK LEAVE USE..... 5		
D. EMERGENCY CARE OF FAMILY MEMBERS..... 6		
E. MEDICAL & DENTAL APPOINTMENTS..... 6		
F. DEATH OF IMMEDIATE FAMILY MEMBER(S)..... 6		

G. DEATH OF EXTENDED FAMILY MEMBER(S).....	6
H. MEDICAL CERTIFICATE.....	6
I. NOTICE OF SICK LEAVE.....	6
J. APPROVED LEAVE.....	6
K. ACTIVE EMPLOYMENT.....	6
L. LAYOFF.....	6
M. PAYOUT.....	7
N. TERMINATION.....	7
O. WORK SUSPENSION.....	7
ARTICLE 10 - INDEMNIFICATION.....	7
ARTICLE 11 - LEAVE OF ABSENCE.....	7
A. EXTENDED ILLNESS AND DISABILITY LEAVE.....	7
1. Length of Leave.....	7
2. Notice of Leave.....	7
3. Medical Certificates.....	7
B. HEALTH INSURANCE.....	8
C. MATERNITY LEAVE.....	8
D. MILITARY LEAVE.....	8
E. OTHER LEAVES.....	8
F. RETURN FROM LEAVE.....	8
G. SICK LEAVE AND VACATION BENEFITS.....	8
ARTICLE 12 - TERMINATION.....	8
ARTICLE 13 - SEVERABILITY.....	8
ARTICLE 14 - STRIKES AND LOCKOUTS.....	9
ARTICLE 15 - WORKERS COMPENSATION.....	9
ARTICLE 16 - CALL-IN, OVERTIME, AND TRAINING TIME.....	9
A. CALL-IN PREMIUM PAY.....	9
B. OVERTIME.....	9
C. TRAINING TIME.....	9
ARTICLE 17 - WORK DAY & WORK WEEK.....	10
ARTICLE 18 - WISCONSIN RETIREMENT SYSTEM [WRS].....	10
ARTICLE 19 - INSURANCE.....	10
A. HEALTH INSURANCE.....	11
B. HEALTH CARE COVERAGE PLAN PREMIUM CONTRIBUTIONS & HEALTH RISK ASSESSMENT (HRA).....	11
C. SUMMARY OF BENEFITS AND COVERAGE ("SBC").....	11
D. DENTAL INSURANCE.....	11
E. INJURY OR ILLNESS.....	11
F. STATE LIFE INSURANCE PLAN.....	11
G. RETIRES.....	11
H. SECTION 125 AND FLEXIBLE SPENDING ACCOUNTY (FSA).....	12
I. HEALTH RISK ASSESSMENT PROGRAM (HRA) AND PHYSICAL EXAMINATION PROGRAM.....	12
J. GO365 WELLNESS AND REWARDS PROGRAM.....	12
K. SUPPLEMENTAL INSURANCE.....	12
ARTICLE 20 - PAYDAY.....	12
ARTICLE 21 - MAINTENANCE OF BENEFITS.....	12

ARTICLE 22 - FAIR SHARE AGREEMENT AGENCY FEE OR OTHER PAYMENT TO THE UNION	12
A. FAIR SHARE AGREEMENT.....	12
B. ERRORS.....	13
C. HOLD HARMLESS.....	13
ARTICLE 23 - CLOTHING ALLOWANCE	13
ARTICLE 24 - DISCIPLINARY PROCEDURE	13
ARTICLE 25 - LONGEVITY	14
A. RECOGNITION OF SERVICE.....	14
B. ELIGIBILITY.....	14
C. LEAVE.....	15
D. RATE OF LONGEVITY PAY.....	15
E. TERMINATION.....	15
ARTICLE 26 - PAYROLL DEDUCTION	15
A. SAVINGS PLAN.....	15
B. 457 DEFERRED COMPENSATION PLAN.....	15
ARTICLE 27 - MANAGEMENT RIGHTS	15
ARTICLE 28 - WAGES	16
ARTICLE 29 - NEGOTIATION PROCEDURES	16
ARTICLE 30 - SHIFT TRADES	16
ARTICLE 31 - FORMATION OF A JOINT MANAGEMENT & UNION TASK FORCE	17
ARTICLE 32 - DURATION OF CONTRACT	17
APPENDIX A WAGES AND CLASSIFICATIONS	18
LETTER OF AGREEMENT: Overtime	19
LETTER OF AGREEMENT: Health Insurance – Labor Management Task Force	20
LETTER OF AGREEMENT: Labor – Management Council Health & Fitness Standards And Assessments	21

AGREEMENT

This Agreement, effective January 1, 2016/2019, by and between the County of Door, hereinafter referred to as the Employer, and the Door County Emergency Services Employees (Full-Time EMT Paramedics) through its exclusive collective bargaining representative, the International Association of Fire Fighters, Local 4982, hereinafter referred to as the Union, for the purpose of maintaining harmonious labor relations between the Employer and the employees, and for purposes of promoting the mutual interest of the employees of the Door County Emergency Services and the Board of Supervisors of Door County. It is recognized by this Agreement to be the duty of the Union and its members and the Board of Supervisors to cooperate fully for the advancement of these conditions. This Agreement shall be binding on both parties.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of Door County Emergency Services Employees (Full-Time EMT Paramedics) for the purposes of collective bargaining or other mutual aid or protection. Employees excluded from representation include the Supervisory, Managerial and Confidential Employees; and general municipal employees. This Section shall not be interpreted as authorizing a "closed shop".

ARTICLE 2 - PROBATIONARY PERIOD

- A. Probation: All newly hired employees shall be considered probationary employees for the first six (6) months of their employment. A probationary employee may be terminated without recourse to the grievance procedure. Probationary and any employee who does not pass the field standards training requirements may be terminated without recourse to the grievance procedure. A probationary employee shall be eligible for all accrued benefits from their original hiring date. Sick leave shall be accumulated in accordance with Article IX - Sick Leave, Section C. Probationary Employees. Probationary employees shall pay fair share dues/agency fees consistent with Article 22 below and be entitled to union representation.
- B. Regular Employees: A regular employee is hereby defined as a person hired to fill a regular full time position, but shall be considered a regular employee only after he or she has completed the six (6) month probation period and passed the field standards training requirements.

ARTICLE 3 - UNION BULLETIN BOARD

The Union is hereby granted permission by the Employer to post notices and announcements on the Station Bulletin Board of the Door County Emergency Services premises. Any other material for listing must be approved by the Emergency Services Director. Copies of posted notices will be provided to the Department Head by the Union Steward upon request and at the discretion of the Union.

ARTICLE 4 - GRIEVANCE PROCEDURE

- A. Definition of a Grievance: The parties agree that prompt and just settlement of grievances is of mutual interest and concern. Should a grievance arise, whether in reference to a question of interpretation of the Agreement or to a question relating to safety and/or other matters, the grieving employee shall first bring the complaint to the Steward or Grievance Committee of the Union within thirty (30) days after he or she knew or should have known of the cause of the complaint. If it is determined, after an investigation by the Union that a grievance does exist, it shall be processed in the manner described below:

1 B. Grievance Procedure Steps:

- 2
3 Step 1: The steward shall attempt to resolve the matter with the Emergency Services Director. If the
4 grievance is not resolved in this manner, Step 2 shall be followed.
5
6 Step 2: The grievance committee shall attempt to resolve the matter with the Administrative Committee
7 or its successor. Should it not be possible to resolve the matter in the initial meeting with the
8 Administrative Committee, the committee shall reply in writing within fifteen (15) days. If the
9 grievance is not resolved in this manner, Step 3 shall be followed.
10
11 Step 3: The grievance shall be submitted to arbitration by giving notice in writing to the Employer
12 within thirty (30) days after the written reply of the Administrative Committee. Within five (5)
13 days of such notice, the Union shall request the Wisconsin Employment Relations Commission
14 (WERC) to provide an "inside panel" of five (5) staff arbitrators to each party. From the panel
15 provided, the parties will alternately strike a name until one remains and that person shall be
16 the arbitrator.
17
18 C. Arbitration Hearing: The Arbitrator shall meet with the parties at a mutually agreeable date to review the
19 evidence and hear testimony from both parties. Each party shall pay their own cost of the proceedings.
20
21 D. Arbitration Award: The power of the Arbitrator is limited as follows: His or her function is limited to
22 interpreting and applying the provisions of this Agreement. He or she has no power to add to, subtract
23 from, or modify any of the terms of this Agreement.
24
25 E. Time Limitation: If it is impossible to comply with the time limits specified in the procedure because of
26 work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
27
28 F. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the
29 procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one
30 step to the next.
31
32 G. General: Any employee may process his or her grievance as above outlined, but the Union shall have
33 the right to be present and act in support of its position in the matter of the grievance.
34
35 Any employee shall have the right of the presence of a steward when his or her work performance or
36 conduct of other matters affecting his or her status as an employee are subject of a discussion for the
37 record.
38
39 The Union shall determine the composition of the Grievance Committee of the Union.

40
41 ARTICLE 5 - CONDUCT OF BUSINESS

- 42
43 A. Conduct of Business: The Union agrees not to conduct its business on Department time except as in such
44 instances as permission is received from the Emergency Services Director. This Article shall not operate
45 so to prevent a Steward or Union Officer from participating in any grievances in accordance with the
46 proceedings outlined in this Agreement, nor to prevent certain routine business such as the posting of
47 Union notices and bulletins. The Union shall provide the Department Head with the names of its officers,
48 stewards, and members of the negotiating committee each time there is a change.
49
50 B. Presentation of Grievances: The Employer hereby agrees that time spent in the presentation of grievances
51 and negotiations shall not be deducted from the pay of delegated employee representatives of the Union.
52

- 1 C. Contracts By Business Agent: Business agents / representatives of the Union, having business with
 2 individual officers or individual members of the Union, may confer with such officers or individual
 3 members of the Union during working hours for a reasonable time provided that permission is first
 4 obtained from the Emergency Services Director. No overtime pay or call-in time shall be allowed for said
 5 meetings. In cases of emergencies, the Emergency Services Director may rescind or terminate said
 6 meeting permission.
 7

8 **ARTICLE 6 - SENIORITY**
 9

- 10 A. Definition of Seniority: It shall be the policy of the department to recognize the seniority principle. On
 11 any particular question or decision, when all other factors involved are equal, seniority will be recognized.
 12 Seniority time shall consist of total calendar time elapsed since the date of original employment with the
 13 Employer provided however, that no time prior to a discharge for cause or a quit shall be included, and
 14 provided, that seniority shall not be diminished by temporary layoffs or leaves of absence or contingencies
 15 beyond the control of the parties to this Agreement.
 16

17 No seniority will accrue while an employee is on leave of absence including time spent in any elected
 18 position within or without county government. This provision will not apply to persons on medical leave
 19 of absence, disability leave, maternity leave, or family leave.
 20

- 21 B. Layoff: In the event of a layoff, employees shall be laid off in inverse order according to their length of
 22 service and whosoever so laid off, shall possess reemployment rights as hereinafter defined. For purposes
 23 of clarification, if a reduction of employee personnel is made, the last person hired shall be the first person
 24 laid off and the last person laid off shall be the first person recalled. Employees shall receive a minimum
 25 notice of one (1) week's time prior to the lay off.
 26

- 27 C. Recall: Upon recall the employee shall notify the County within one (1) week of his or her intentions and
 28 shall report for work at the end of one (1) week after receiving notice of recall unless illness or other
 29 justifiable circumstances prevent him/her from doing so. The employee shall be considered notified when
 30 such notice is delivered to the last known address of the employee by personal delivery or certified mail.
 31 Recall period is limited to two (2) years.
 32

- 33 D. Employees on Layoff: If the County decides to employ additional employees, either in vacancies or in
 34 new positions subject to the provisions of this Agreement, former employees who have been laid off may
 35 be reemployed in such vacancies, provided that such employees have the necessary qualifications under
 36 the particular job classification.
 37

- 38 E. Job Posting: Whenever any vacancy occurs due to retirement, quit, new position, or for whatever reasons,
 39 the job vacancy shall be posted. The vacancy shall be posted on the Station bulletin board for a minimum
 40 of six (6) working days. The job requirements, qualifications, and wage rates shall be a part of the
 41 posting, and sufficient space shall be provided for interested parties to sign said posting.
 42

- 43 F. Trial Period: All else being equal, the applicant with the longest service record shall be given the first
 44 opportunity to qualify for the vacancy. Said applicant shall demonstrate his or her ability to perform the
 45 job during a training period of ninety (90) days, and if he or she is deemed qualified by the Employer, he
 46 or she shall be permanently assigned to fill the vacancy. Should such employees not qualify or should he
 47 or she desire to return to his or her former position, he or she shall be reassigned to his or her former
 48 position without loss of seniority.
 49

- 50 G. Qualification Disputes: If there is any dispute or difference of opinion as to the qualifications of an
 51 employee, the Union Committee may take the matter up for adjustment through the grievance procedure.
 52

1 H. Loss of Seniority: Seniority shall be lost if an employee:

- 2
3 1. Is discharged for just cause;
4
5 2. Retires or voluntarily quits;
6
7 3. Is absent without notice for three (3) consecutive work days;
8
9 4. Upon recall, fails to notify the County within one (1) week of his or her intentions or fails to report for
10 work at the end of one (1) week following receipt of notice of recall unless illness or other justifiable
11 circumstances prevent him or her from doing so; or
12
13 5. Fails to return to work from a leave of absence within seven (7) days of expiration of said leave, unless
14 physically unable to return to work.
15

16 **ARTICLE 7 - VACATIONS**

17
18 A. Vacation Schedule: All regular employees shall be entitled to paid vacation based on continuous years of
19 service. Such employees shall accrue and have available for use per bi-weekly pay period (presume
20 26 bi-weekly pay periods per calendar year) vacations as follows set forth below.
21

22 Regular Employees Hired Prior to January 1, 2019:

23 Year 1-7... 8 days (192 hours) per year

24 Year 8-15... 12 days (288 hours) per year

25
26 Year 16-24... 16 days (384 hours) per year

27
28 Year 25+... 20 days (480 hours) per year

29
30 Two thirds (2/3) of one day (sixteen [16] hours) per month upon commencement of
31 employment; eight (8) days (one hundred ninety-two [192] hours) per year, except that no
32 vacation may be taken during the first six (6) months of employment.

33
34 One (1) day (twenty-four [24] hours) per month after seven (7) years of continuous service,
35 twelve (12) days (two hundred eighty-eight [288] hours) per year.

36
37 One and one third (1 1/3) days (thirty-two [32] hours) per month after fifteen (15) years of
38 continuous service, sixteen (16) days (three hundred eighty-four [384] hours) per year.

39
40 One and two thirds (1 2/3) days (forty [40] hours) per month after twenty-four (24) years of
41 continuous service, twenty (20) days (four hundred eighty [480] hours) per year.
42

43
44 Regular Employees Hired on or after January 1, 2019:

45 _____ Year 1-3... 48 hours per year

46
47 _____ Year 4-6... 96 hours per year

48
49 _____ Year 7-11... 192 hours per year
50
51
52

1 Year 12-15... 288 hours per year

2
3 Year 16-21... 384 hours per year

4
5 Year 22+... 480 hours per year

- 6
7 B. **Continuous Service:** Service shall include all of the time, which an employee has in continuous
8 employment status in any position within County employment. Any absence, including layoff of more
9 than thirty (30) calendar days in a year, shall not be considered continuous service. Military leave or leave
10 due to sickness or injury arising out of County employment shall be counted as continuous service.
11
- 12 C. **Limit on Accumulation:** On and after January 1, 1999 no employee will be eligible to accrue additional
13 vacation while the employee's accumulated vacation bank consists of one and one-half (1 1/2) times the
14 employee's annualized vacation accrual.
15
- 16 D. **Earned Vacation:** For computation of the months of employment, an employee hired prior to or on the
17 fifteenth (15th) of the month shall be considered employed as of the first (1st) day of that month. An
18 employee hired after the fifteenth (15th) day of the month shall be considered employed as of the first
19 (1st) of the following month.
20
21 Vacation accrued in one month will become available for use as of the beginning of the following month.
22 Vacation which is accrued in the month in which the employee completes the service is necessary for a
23 vacation accrual rate increase, will be accrued at the increased rate.
24
- 25 E. **Holidays:** A holiday falling within an employee's vacation period shall be paid as normal holiday pay.
26
- 27 F. **Seniority:** Vacations submitted to the Emergency Services Director by ~~March~~ January 1st shall be granted
28 by seniority, whereas vacation submitted after ~~March~~ January 1st shall be granted on a first come first
29 serve basis. Vacation may be granted at any time of the year (except the limitation periods enumerated
30 below) at the employee's request. Up to three (3) persons per shift (one (1) person from the North Station
31 and two (2) persons from the Central Station) may take vacation at a time. Employees will be allowed to
32 take vacation in increments of one (1) hour at a time if requested seven (7) days in advance.
33
34 Employer may limit the timing of paid time off during July 4th (if the holiday falls on a
35 Monday or Friday, then the limitation period would be Friday-Monday inclusive), Door
36 County Triathlon, and Pumpkin Patch Festival (Egg Harbor). Employer will notify
37 employees of these limitation periods as described above by December 15th of the preceding year.
38
- 39 G. **Death of Employee:** Vacation compensation due an employee who may die shall be paid to his or her
40 beneficiaries at hourly rate C in Appendix A. This shall not apply to any employee during the employee's
41 probationary period.
42

43 **ARTICLE 8 - HOLIDAYS**

44
45 All Employees shall be granted the following paid holidays each year:

46	New Year's Day	Friday after Thanksgiving Day
47	Easter	Christmas Eve Day
48	Memorial Day	Christmas Day
49	Independence Day	
50	Labor Day	
51	Thanksgiving Day	
52		

1
2 Employees who work on a holiday shall be paid at their regular or overtime rate of pay, whichever is
3 applicable, in addition to their holiday pay.
4
5 ~~If an employee works on Easter Sunday, the employee shall be paid at the rate of time and one-half (1-1/2);~~
6 ~~Rate D in Appendix A.~~

7
8 In addition to the regular holidays, all regular employees shall be granted three (3) floating holidays. Said
9 floating holidays may be used as the employee requests provided seven (7) days notice is given to the
10 Emergency Services Director prior to its use.

11
12 Employees shall be paid holiday pay (regular or floating) at ~~Rate C in Appendix A~~ their regular rate of pay.
13

14 **ARTICLE 9 - SICK LEAVE**

- 15
16 A. **Accumulation:** All regular full time and probationary employees shall earn sick leave. Sick leave shall
17 accrue at the rate of .461 day per bi-weekly pay period (one (1) day for each calendar month of service,
18 presume 26 bi-weekly pay periods per calendar year). Unused sick leave shall accumulate per bi-weekly
19 pay period from month-to-month in the employee's sick leave account.
20
21 B. **Non-Accumulation:** Sick leave shall not accrue during any period of absence without pay or during any
22 month taken off on sick leave.
23
24 C. **Sick Leave Use:** Each employee who has earned sick leave credits shall be eligible for sick leave for any
25 period of absence from employment which is due to illness, bodily injury (except where the injury or
26 illness is compensable under the Worker's Compensation Law) or exposure to a contagious disease.
27
28 D. **Emergency Care of Family Members:** Employees may use accrued sick leave for temporary emergency
29 care of ill or injured members of the immediate family, as herein defined, for a period of time not to
30 exceed five (5) work days for any one illness or injury. The use of said sick leave may be extended if
31 unusual circumstances dictate and prior approval is obtained from the Department Head. Immediate
32 family shall be defined as children of the employee, parents of the employee, or spouse or other persons in
33 the employee's care and residing in the employee's household.
34
35 E. **Medical & Dental Appointments:** Employees may use accrued sick leave for personal and for children of
36 the employee or spouse or other persons in the employee's care and residing in the employee's household,
37 medical or dental appointments which cannot be scheduled at times other than work hours. To qualify for
38 such ~~non-emergent~~ use the employee shall give the Department Head three (3) workdays advance notice
39 of such appointment, ~~except in the case of an emergency~~. Use of sick leave for this purpose is limited to
40 four (4) hours per incident, except in cases of emergency, or outside of the County.
41
42 F. **Death of Immediate Family Member(s):** Where death occurs in the immediate family of an employee,
43 accrued sick leave may be used. Immediate family is defined as and limited to:
44
45 The parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster
46 children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse; the
47 spouse; aunts and uncles of the employee or spouse; non-in-law or daughter-in-law of the employee or
48 spouse; or other relatives of the employee or spouse residing in the household of the employee.
49
50 Use of accrued sick leave for death in the immediate family is limited to three (3) workdays, however,
51 extension may be granted by the Department Head if mitigating circumstances warrant such extension.
52

1 G. Death of Extended Family Member(s): Employees may use one (1) day of accrued sick leave to attend the
 2 funeral of nieces, nephews, or cousins of the employee or spouse.

3
 4 H. Medical Certificate: In the event that the Employer has reason to believe that an employee is abusing sick
 5 leave privileges or may not be physically fit to return to work, the Employer may require a medical
 6 certificate or other appropriate verification for absence covered by this Article. If the medical certificate
 7 verifies that the employee was not abusing sick leave or is physically fit for work, the Employer shall pay
 8 the cost of the medical certificate. Abuse of sick leave shall subject the employee to disciplinary action.
 9 On the Employer's request for such certification or verification, the doctor shall be so designated by the
 10 County.

11
 12 The Department Head may require a medical certificate to justify the granting of sick leave in excess of
 13 three (3) days duration.

14
 15 I. Notice of Sick Leave: Employees shall notify the Department Head or immediate supervisor of his/her
 16 intent to make emergent use of sick leave at least one (1) hour, and non-emergent use of sick leave at least
 17 three (3) workdays, prior to the normal starting time for the work day to be eligible for sick leave use.

18
 19 J. Approved Leave: Previously accumulated sick leave shall not be terminated by approved leave.

20
 21 K. Active Employment: Sick leave benefits cannot be exercised at any time the employee is not in the active
 22 employment of the County.

23
 24 L. Layoff: When an employee in regular status is laid off, any unused accumulated sick leave allowance
 25 shall be restored, provided he or she is re-employed by any agency of the County within one (1) year.

26
 27 M. Payout:

28
 29 Upon leaving County employment, all hours of accrued unused sick leave shall be converted to cash at
 30 fifty percent (50%) for Employees hired on or after January 1, 2019 or fifty-five percent (55%) for
 31 Employees hired before January 1, 2019 at their regular rate of pay then in effect, of the hourly Rate C in
 32 Appendix A, then in effect, provided the employee has completed twenty (20) years of service to the
 33 County. Payment shall be made at the next regular pay period following such date of leaving, (and shall
 34 be paid on the recorded information filed with the County Clerk).

35
 36 Upon retirement from County employment, all hours of accrued/accumulated unused sick leave shall
 37 be converted to cash at fifty percent (50%) for Employees hired on or after January 1, 2019 or fifty-
 38 five percent (55%) for Employees hired before January 1, 2019 at their regular rate of pay then in
 39 effect, provided the Employee has completed fifteen (15) years of continuous service. The Employee
 40 shall have the option of converting the sick leave into cash, or to purchase hospitalization and medical
 41 insurance at the premium rates offered to the other county employees. The cash payment option shall
 42 be made at the next regular pay period following such date of retirement, and shall be paid on the
 43 recorded information filed with the County Clerk, unless the Employee requests to take the insurance
 44 option provided in this section.

45
 46 M.N. Termination: Except as otherwise provided in this Article all unused accumulated sick leave shall be
 47 canceled upon termination of employment.

48
 49 N.O. Work Suspension: For any day on which work is suspended, while an employee is on sick leave, such day
 50 shall be construed as a day of sick leave.

51
 52 ARTICLE 10 - INDEMNIFICATION

1
2 The Employer shall authorize competent legal counsel to defend actions of any type or nature brought against
3 any employee covered by this Agreement for any act or act(s) of omission alleged to have occurred while in the
4 course of his or her employment and while within the scope of employment or out of any alleged breach of his
5 or her duty as an employee, provided that the employment of such legal counsel is authorized by the Employer's
6 Insurance Carrier when it is necessary to obtain such Insurance Carrier authorization so as not to jeopardize any
7 Employer Insurance Coverage.

8
9 In the event that the Employer refuses to authorize the employment of legal counsel as provided for above, it
10 shall indemnify the employee for all expenses incurred by the employee for the appointment of such counsel.

11
12 **ARTICLE 11 - LEAVE OF ABSENCE**

13
14 **A. Extended Illness and Disability Leave:**

15
16
17 1. Availability: Accessible only after an employee exhausts all FMLA leave and all accrued paid time off.

18
19 2. Length of Leave: Employees with prolonged illness or disability due to injury, shall be granted
20 an unpaid leave of absence for up to thirty (30) calendar days.

21
22 The employee may request an extension of such leave not to exceed thirty (30) additional days.

23
24 3. Notice of Leave: An employee electing such leave shall forward such request to the
25 Administrative Committee Emergency Services Director and Human Resources Director in writing.

26
27 3.d. Medical Certificate: At the outset, the employee shall be required to furnish the County with a
28 physician's statement estimating how long the illness or disability due to injury will continue. The
29 Administrative Committee Human Resources Director may require the employee to be examined by a
30 physician designated by the Committee Human Resources Director and in such instance the County
31 shall pay the cost of such examination.

32
33 **B. Health Insurance:** An employee on an unpaid leave of absence in excess of one (1) calendar month shall, if
34 he or she so desires, be permitted to continue group hospital insurance coverage while on the unpaid leave
35 of absence. The cost of his or her own and the County's share or such contribution for such continued
36 coverage shall be paid by the employee to the County Treasurer's office. The County Treasurer shall in
37 turn pay the premium to the insurance carrier(s).

38
39 **C. Maternity Leave:** Employees who become pregnant shall, provided all FMLA paperwork has been
40 completed and submitted to the Human Resources Department, be granted a maternity leave of absence
41 during the period between the date the employee's doctor certifies that the employee is medically
42 incapable of performing her normal duties and date the employee's doctor certifies that she is medically
43 capable of renewing normal working duties. Employees may be entitled to the use of accumulated sick
44 leave benefits during such maternity leave only on the actual working days missed. In order to be eligible
45 for such maternity leave, the employee shall notify her department head at least three (3) months prior to
46 her expected date of delivery of her wish to take a maternity leave of absence. Short-term pregnancies
47 shall be exempt from the notice requirements of this paragraph.

48
49 **D. Military Leave:** Employees shall be entitled to military leave as now, or hereafter authorized by law to
50 participate in National Guard or other military training. While on such leave, an employee may receive
51 the difference between his or her regular pay and his or her military pay for a period of not more than
52 fifteen (15) days. For any military leave of fifteen days or less, no employee shall lose accrued seniority,

1 sick leave or vacation benefits.

2
3 Leaves of absence without pay shall be granted for military service in time of war, national or state
4 emergency, as proclaimed by the proper authorities, with reinstatement at the expiration of such leave.

- 5
6 E. Other Leaves: Employees may be granted (non-PMLA) leaves of absence without pay at the sole mutual
7 discretion and agreement of the Administrative Committee of the Door County Board of
8 Supervisors Emergency Services Director and Human Resources Director.

9
10 An employee with at least six (6) months of continuous service who finds it necessary to temporarily leave
11 the active employment of the County shall submit a written request for an unpaid leave of absence (for up
12 to 30 days) to the Administrative Committee Emergency Services Director with a copy to the Human
13 Resources Director not less than two (2) weeks prior to the commencement of such leave. The request
14 shall state the duration of the absence, the purpose of the leave and an address at which contact information
15 where the employee can be reached during the leave. A written response will be provided to the employee,
16 within ten (10) days of receipt of the written request, indicating approval or disapproval, and any
17 conditions of the leave of absence.

- 18
19 F. Return from Leave: Upon return from leave of absence, the employee will be assigned to his or her former
20 position.

- 21
22 G. Sick Leave and Vacation Benefits: No sick leave or vacation benefits will accrue during any unpaid leave
23 of absence with the exception of military leave.

24
25 **ARTICLE 12 - TERMINATION**

26
27 Any employee leaving the department except for legitimate reasons, such as sickness, vacation, or granted
28 personal leave, shall be considered a terminated employee. The employer will notify the Union Steward in
29 writing when a bargaining unit employee terminates County employment and the reason for termination.

30
31 The Employer shall pay a terminated employee all of the monies due the employee on the next regular pay day
32 following his or her termination; such pay shall include all unused earned vacation and earned holiday pay at
33 Rate C in APPENDIX A to the employee's regular rate of pay. Any employee intending to terminate his or her
34 employment with the County must give at least two (2) weeks written notice of that intention to the Department
35 Head.

36
37 **ARTICLE 13 - SEVERABILITY**

38
39 The provisions of this Agreement are deemed to be severable to the extent that if and when a court or
40 governmental agency of competent jurisdiction adjudges any provision of the Agreement to be in conflict with
41 any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining portion
42 of this Agreement, such remaining provision shall continue in full force and effect. It is further provided that in
43 the event any provision or provisions are so declared to be conflicting with such law, rule or regulation, both
44 parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so
45 invalidated.

46
47 **ARTICLE 14 - STRIKES AND LOCKOUTS**

48
49 The Union agrees for itself and its members that there shall be no picketing, strikes, sympathetic strikes or sit-
50 downs for any reason whatsoever or any other work interruption or interference with the affairs of the Door
51 County Emergency Services and the County agrees that there shall be no lockout during the life of this
52 Agreement, it being the mutual desire of the parties to provide for uninterrupted and continuous service.

1
2 **ARTICLE 15 - WORKERS COMPENSATION**
3

4 The Employer provides that any regular full-time employee who is injured on the job and entitled to Workers
5 Compensation benefits, shall receive his or her normal weekly pay based on a normal work week provided that
6 in return for the receipt of such pay, he or she endorses over to the County his or her benefit checks. It is
7 mutually agreed that this provision applies only to those employees who are injured in the course of their
8 employment of the County and who, as a result of such injury, are disabled from work for a period of at least
9 thirty (30) days. The Employer shall commence paying to the injured employee his or her normal weekly pay
10 on the first (1st) day of the employee's disability. The liability for full payment of wages by the Employer
11 under this provision is limited to six (6) months.

12
13 The Worker's Compensation Act (WCA), codified at Ch. 102, Wis. Stats. controls. When the
14 conditions of liability are met and compensable injury has occurred, the WCA provides benefits for
15 the injured Employee.

16
17 There is a three-day waiting period for all disabilities lasting seven days or less (See: § 102.43, Wis.
18 Stats. and § 80.02, Wis. Adm. Code). If the Employee is unable to work during this or any other
19 waiting period, the Employee is required to utilize her/his accrued paid leave until and unless WCA
20 coverage and benefits commence.

21
22 Employer agrees to supplement temporary partial disability ("TPD") or temporary total disability
23 ("TTD") benefits for an Employee by bringing them up to an agreed level (i.e., Employee's normal
24 weekly pay). The prescribed conditions of eligibility for this supplementation are:

- 25
26
 - 27 • Employee has been eligible for and received temporary partial disability ("TPD") or temporary
 - 28 total disability ("TTD") benefits under the WCA for a period of at least thirty (30) consecutive
 - 29 days;
 - 30 • Employee remains eligible for and is receiving TPD or TTD benefits under the WCA;
 - 31 • Employee, as applicable, assigns or turns over her/his TTD or TPD benefits under the WCA to
 - 32 the Employer;
 - 33 • Employee acknowledges and agrees that this supplementation is not worker's compensation;
 - 34 • Employee must elect, in writing, to receive this supplementation; and
 - 35 • Employee's eligibility for this supplementation, and Employer's duty to supplement, is limited
 - 36 to no more than six (6) months.

37 Expressly subject to each of the foregoing conditions, Employee may elect to receive her/his normal
38 weekly pay, relating back no more than thirty (30) days from the date of the election.

39 **ARTICLE 16 - CALL-IN, OVERTIME, AND TRAINING TIME**
40

41
42 A. Call-in Premium Pay: If an employee is called in outside their normal schedule for employer approved
43 ambulance/ paramedic response or to provide coverage at the station, the employee shall be paid one and
44 one-half (1-1/2) times Rate B in APPENDIX A their regular or overtime rate of pay, whichever is
45 applicable.

46
47 Employees shall be paid one and one-half (1-1/2) times Rate B in APPENDIX A if while on unscheduled
48 overtime, the employee is dispatched to an ambulance/paramedic response, providing that the unscheduled
49 overtime is for less than twelve (12) hours. The paragraph does not apply to overtime resulting from an
50 employee taking vacation.

1
2 **Minimum Call-in Time:** There shall be a minimum of two and one-half (2-1/2) three (3) hours for all call-
3 in time, except if the call-in is the result of an employee taking vacation in increments of less than one (1)
4 day.

5
6 B. **Overtime:** Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours
7 worked over forty (40) in a workweek. Paid time off taken by an Employee counts as hours worked
8 toward the calculation of the overtime requirement. ~~Employees shall be paid one and one-half (1-1/2)~~
9 ~~times Rate C in APPENDIX A for all hours outside of their normal schedule in ARTICLE 17~~
10 ~~(unscheduled overtime). Employees shall be paid one and one-half (1-1/2) times Rate D in APPENDIX A~~
11 ~~for all hours within their normal schedule ARTICLE 17 in excess of forty (40) hours per week (scheduled~~
12 ~~overtime). When totaling schedule time to calculate how much time qualifies as overtime, all paid leave~~
13 ~~as identified in this contract shall be considered as time served under the schedule.~~

14
15 C. **Training Time:** Time spent in actual training, (e.g., course, meeting, program or session) that is required,
16 or that is voluntary and approved by the employer, constitutes compensable hours of work. Training time
17 shall be paid at the employee's regular or overtime rate of pay, whichever is applicable.

18
19 Time spent outside the employee's regular working hours and in actual training shall be paid at time and
20 one-half (1 1/2) Rate C in Appendix A. Time spent outside the employee's regular working hours and
21 voluntary and approved training shall be paid at Rate D in Appendix A.

22
23 Home to work travel does not count as hours worked and is not compensable. Time spent traveling from
24 the work place to the training site is compensable. Time spent traveling for from the work place to the
25 training site shall be paid at time and one-half (1 1/2) Rate C in Appendix A. Time spent traveling from the
26 workplace to the training site for voluntary and approved training shall be paid at Rate D in Appendix A
27 the employee's regular or overtime rate of pay, whichever is applicable.

28 **ARTICLE 17 - WORKDAY & WORKWEEK**

29
30 The normal schedule for personnel shall be as follows:

31
32
33 one (1) day on, one (1) day off,
34 one (1) day on, one (1) day off,
35 one (1) day on, four (4) days off.

36
37 If approved by the Emergency Services Director, an alternate schedule:

38
39 Two (2) days on, four (4) days off.

40
41 The schedule (whether normal or the alternate) must shall be fixed on an annual basis.

42
43 It is understood that the alternate schedule will not be available to the Central Station units and until a
44 new Central Station is constructed.

45
46 The regularly established workday shall start at 7:00 a.m. and this starting time shall be recognized at the
47 beginning of a twenty-four (24) hour day.

48 **ARTICLE 18 - WISCONSIN RETIREMENT SYSTEM (WRS)**

49
50 A. **WRS Contributions** [See §§ 40.05 & 111.70(4)(mc)5, Wis. Stats.]:

- 1 Employees will pay the required employee's contribution. For an Employee who is initially
 2 employed as a public safety employee by the Employer on or after July 1, 2014:
- 3
- 4 a) — Employee will pay the same contribution as general municipal employee's required
 5 contributions; and
 6 b) — Employer will pay the employer's required contributions;
- 7
- 8 2. County will pay the required employer's contribution. For an Employee who is initially
 9 employed as a public safety employee by Employer before July 1, 2014, the Employee will pay
 10 as follows:
- 11 a) — Effective July 1, 2016, the Employee's required contribution is five and one-half percent
 12 (5.5%);
 13 b) — Effective January 1, 2017, the Employee's required contribution is the lesser of six percent
 14 (6%) or the WRS required employee contribution;
 15 c) — Employer will pay the employer's required contributions and any remaining share of the
 16 employee's required contributions;
- 17

18 **ARTICLE 19 – INSURANCE**

19 **A. Health Insurance**

20 Employer may: 1) establish, and implement changes to, the design of health care coverage plans; 2)
 21 select, and change, health care coverage plans; and 3) except for premium contributions, establish and
 22 change all costs associated with health care coverage plans within the meaning of and as permitted by
 23 § 111.70(4)(mc)16, Wis. Stats. The parties acknowledge ongoing litigation regarding the meaning of
 24 plan design and agree to abide by the decisions of courts of competent jurisdiction in this regard;

25 **B. Health Care Coverage Plan Premium Contributions and Health Risk Assessment ("HRA")**

26 Employees will, effective January 1, 2019, pay 15% of the total premium of any health care coverage
 27 plan.

28 As an incentive for employee's and employee's spouse's participation in the Health Risk Assessment
 29 and Physical Examination Program (See: "E" below), a reduction in employee premium contribution
 30 to 12.8% can be achieved in 2019 and 2020.
 31 2016 & 2017

32 → Employee's required health coverage plan premium contribution is 15%, and Employer will
 33 pay 85% of the health coverage plan premium.

34 → If employee participates in HRA, then employee's required health coverage plan premium
 35 contribution is 12.8%, and Employer will pay 87.2% of the health coverage plan premium.

36 → Participation in HRA is optional for employee's spouse.

37 2018

38 → Employee must participate in and achieve the minimum score on their HRA to achieve
 39 reduction of health coverage plan premium contribution from 15% to 12.8%.

40 → The minimum score is to be tied to an objective ... yet to be identified and mutually agreed ...
 41 standard.

1 → Participation in HRA remains optional for employee's spouse.

2 Employees may participate in HRA during working time if HRA is available. Otherwise,
3 participation in HRA is not compensable working time.

4
5 Employer is responsible for HRA costs or fees.

6
7
8 C. Summary of Benefits And Coverage ("SBC")

- 9
10 1. An SBC is attached hereto for informational purposes only.
11 2. This SBC is based on the Employer's 2019/6 health care coverage plan design and selection.

12
13 D. Dental Coverage

- 14
15 1. Effective January 1, 1995, the dental insurance plan was amended to increase the lifetime
16 maximum payment under Class III (orthodontia) to one thousand two hundred dollars (\$1,200).
17 2. Employer is responsible for payment of the single plan premium and family plan premium.

18
19 E. Injury or Illness:

20
21 Any employee off work because of injury or illness up to one (1) year shall continue to have group
22 insurance coverage with the County contributing or paying the same premium amounts as set forth in
23 Paragraph B above. Such continuation of coverage is dependent upon the employee contributing his or her
24 share of the premium.

25
26 F. State Life Insurance Plan:

27
28 The Employer agrees to offer employees enrollment in the Group Life Insurance Plan for State and Local
29 Government Employees administered by the Wisconsin Department of Employee/Trusts, "Basic" and
30 "Additional" plans. The Employee shall also be entitled to purchase spouse and dependent coverage.

31
32 G. Retirees:

33
34 Upon retirement, with eligibility for benefits under the Wisconsin Retirement Service, employees shall be
35 eligible for continued coverage under the Employer's family or single health insurance plan as long as the
36 employee submits payment of the full monthly premium to the County Treasurer's Office on or before the
37 last day of the month preceding the month of coverage.

38
39 H. Section 125 Flexible Spending Account (FSA):

40
41 Employer shall offer an FSA to employees. This is a form of cafeteria plan benefit, funded by salary
42 reduction, which reimburses employees for expenses incurred for certain qualified benefits.

43
44 The FSA is offered for dependent care assistance and medical care reimbursements. These benefits are
45 subject to an annual maximum, an annual "use-it-or-lose-it" rule, and a grace period, all consistent
46 with the Internal Revenue Code.

47
48 Employer will cover the costs of administering the FSA.

49
50 I. Health Risk Assessment (HRA) and Physical Examination Program

51
52 This program is in effect for 2019 only. Participation is voluntary.

HRA's may be offered and completed on work time without reduction in pay or benefits. No additional pay or benefits shall be offered to those who complete their HRA outside of work time. HRA's must be completed on or before December 1, 2018.

Physical examinations must have taken place between December 1, 2017 and December 1, 2018.

If an employee and the employee's spouse timely complete both an HRA and physical examination, then employee will be eligible for a premium contribution reduction as provided in "B" above.

Employer will contribute the sum of \$150 to employee's FSA if the employee, and \$300 to the employee's FSA if both the employee and employee's spouse, timely complete both an HRA and physical examination. Employer will cover the cost of administering the FSA.

J. Go365

In 2021, a reduction in the employee's required (15%) premium contribution may be achieved through participation (from December 1, 2019 - November 30, 2020) in the Go365 Wellness and Rewards Program.

J. Health Risk Assessment Program (HRA)

The HRA will have the following attributes:

- Participation shall be voluntary.
- HRA's will be offered during normal working hours and may be completed on work time without reduction in pay or benefits.
- Employer will contribute the sum of \$150 annually per adult health plan participant to a maximum of two adult plan participants (a maximum of \$300 annually) to the participating employee's FSA provided the employee or the employee and their covered spouse complete an approved HRA.
- No additional pay or benefits shall be offered to those who are unavailable on the date(s) the assessment is offered and who complete the assessment at a different time.

J.K. Supplemental Insurance

AFLAC supplemental insurance will be made available to employees, at employees' sole cost and expense.

ARTICLE 20 - PAYDAY

The Employer agrees to establish a bi-weekly payday system. The paycheck shall include information of hours worked and deductions made. Payday shall be every other Friday. If a payday falls on a holiday, the payday shall be the day prior to the holiday. There shall be a one (1) week holdback of wages.

ARTICLE 21 - MAINTENANCE OF BENEFITS

The Employer agrees to maintain in substantially the same manner such present benefits not specifically referred to in this Agreement. Such benefits are coffee and lunch breaks, time off for approved schooling, and schooling required for maintaining certifications as required by employer, safety equipment supplied, mileage for use of personal cars, lodging and meals out of County on County business, and written approval of outside jobs that do not conflict with duties.

ARTICLE 22 - AGENCY FEE OR OTHER PAYMENT TO THE UNION FAIR SHARE AGREEMENT

Neither an agency fee nor any other payment to the Union may be deducted from an employee's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay. By agreeing to pay, employees are waiving their First Amendment rights, and such a waiver cannot be presumed. Rather, to be effective, the waiver must be freely given and shown by "clear and compelling" evidence. Unless employees clearly and affirmatively consent before any money is taken from them, this standard cannot be met.

The parties will comply with the United States Supreme Court's ruling in "Janus v. AFSCME", 138 S.Ct. 2448 (June 27, 2018), including the creation and use of a compliant *Voluntary Payroll Deduction*

Affidavit (affidavit form).

A. Fair Share Agreement

1. "Fair share agreement" means an agreement between a municipal employer and labor organization that represents public safety employees under which all or any of the public safety employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members [Sec. 111.70 (1)(f) Wis. Stats.].

2. Once each month the Employer will deduct the amount of monthly dues as certified (in writing) by the Union from the earnings of each employee affected by this fair share agreement and pay the amount deducted to the Union consistent with Sec. 111.70 (2) Wis. Stats. Employer will also transmit, along with the deducted amount, a listing of employees from whom deductions were made.

3. Changes in the amount of dues to be deducted shall be certified (in writing) by the Union thirty (30) days before the effective date of the change.

B. Errors

If an error is discovered with respect to any deductions under this Article, the Employer shall correct said error by appropriate adjustment in the next paycheck of the employee(s) or in the next submission of funds to the Union.

C. Hold Harmless

The defense of such claims, demands, suits, damages, costs, attorney's fees or other forms of liability shall be under the control of the Union and its attorneys, but nothing in this section shall be interpreted to preclude the County from participating in any legal proceeding concerning the application or interpretation of this Article through representatives of its own choosing and at its own expense.

ARTICLE 23 - CLOTHING ALLOWANCE

The Employer shall provide all uniform articles at no cost to the employee, including the initial allotment of uniforms for new hires.

The employees shall turn in worn or unserviceable article(s) to the Emergency Services Director for replacement. All uniform articles purchased by the Employer shall remain the property of the Employer and shall be returned to the Employer upon termination of employment with Door County.

Uniforms shall be as established by the Emergency Medical Services Committee.

1 The Employer shall provide a two hundred dollar (\$200.00) biennial boot allowance for each employee, which
 2 shall be expended for boot purchases within the biennium. The first biennium shall start January 1, 1995 and
 3 end December 31, 1996.

4
 5 **ARTICLE 24 - DISCIPLINARY PROCEDURE**

6
 7 The following disciplinary procedure is intended as a legitimate management device to inform employees of
 8 work habits, etc. which are not consistent with the aims of the Employer's public function, and thereby to
 9 correct those deficiencies.

10 Any employee may be disciplined, demoted, suspended or discharged for just cause. It is understood that just
 11 cause for immediate discharge includes, but is not limited to being under the influence of intoxicants or
 12 controlled substance on duty, dishonesty, flagrant insubordination or flagrant misconduct. This expression of
 13 specific reasons for discharge shall not preclude discharge for other reasons normally considered just cause.

14 The normal sequence of disciplinary action for offenses shall be:

- 15
- 16
- 17
- 18 1. Letter of Criticism
- 19
- 20 2. Letter of Reprimand
- 21
- 22 3. Suspension
- 23
- 24 4. Termination

25 A written warning shall be considered effective for not longer than a nine (9) month period.

26
 27 Any discharged employee may appeal such action through the grievance procedure and shall initiate grievance
 28 action by immediate recourse to Step 3, within ten (10) days of notice of discharge.

29
 30 Any suspended employee may appeal such action through the grievance procedure and shall initiate grievance
 31 action by immediate recourse to Step 3.

32
 33 Suspensions shall not be for less than two (2) days, but for serious offenses or repeated violation, suspension
 34 may be more severe. No suspension shall exceed thirty (30) calendar days. Notice of discharge or suspension
 35 shall be in writing and a copy shall be provided the employee and the Union.

36
 37 The Employer and the Union mutually agree that in order to further the efficient operations of the Door County
 38 Emergency Services and to promote the welfare and safety of the employees, negligent abuse of equipment
 39 shall not be tolerated. It is further agreed that the penalties for negligent abuse of equipment committed by an
 40 employee shall be as follows:

- 41
- 42
- 43 1. First offense: One (1) week suspension without pay;
- 44
- 45 2. Second offense: Two (2) weeks suspension without pay;
- 46
- 47 3. Third offense: Termination from employment.

48
 49 Grievance procedures previously set forth in this agreement are available to the employees on any question
 50 involving negligent abuse of equipment. It is further agreed that the penalties provided for above apply in
 51 situations of failure to use safety devices.

52

ARTICLE 25 - LONGEVITY (Applicable only to employees hired before January 1, 2019)

A. **Recognition of Service:** In recognition of continuous years of service by employees, the County has established a longevity pay plan. Eligibility for longevity pay is based on continuous service with the County in a full time position, and will not be paid unless the employee has thirty-six (36) months of continuous employment accrued prior to the December 16 cut off date.

Longevity checks will be issued on December 9th of each year or the next succeeding payday. A separate check will be issued for wages and longevity.

B. **Eligibility:** Determination of eligibility for longevity pay shall be counted from the date of first hiring of "Anniversary Date" until termination. If an anniversary date falls on or between the first (1st) and fifteenth (15th) day of the month, credit shall be given for the full month. If an anniversary date falls between the sixteenth (16th) and last day of the month, eligibility for longevity pay shall not begin until the following month.

If the separation is on or prior to the fifteenth (15th) of the month, no credit shall be given toward longevity pay in that month. Separation after the sixteenth (16th) of the month shall be credited as a full month toward the longevity payment.

C. **Leave:** Military leave or County employment related injury or illness leave shall not require the determination of a new anniversary date for the purposes of longevity pay. Other leave in excess of thirty (30) days shall require the determination of a new anniversary date.

D. **Rate of Longevity Pay:** Longevity shall be paid at the rate of one dollar and fifty cents (\$1.50) per month for every year of continuous service commencing with the employees anniversary date as previously stated.

E. **Termination:** Termination of employment by the County shall cancel all accrued longevity credits.

ARTICLE 26 - PAYROLL DEDUCTION

A. **Savings Plan:** The Employer agrees to provide, through payroll deduction, for the employees participation in a savings plan with any designated institution located within Door County, subject to the following:

1. Employee shall pay for the actual cost of administration, not to exceed one dollar (\$1.00) per person during the term of this contract year.
2. A minimum of twenty-five (25) percent of the total bargaining unit's membership shall participate prior to commencement of payroll deductions.
3. Enrollment is for a period of six (6) months, January 1 through June 30, and July 1 through December 31 inclusive, without cancellation during the six-month period.
4. Any employee wishing a payroll deduction must give the Human Resources Director at least two (2) weeks notice in advance of the first (1st) deduction. Thereafter, changes in the amount deducted shall also require two (2) weeks prior notice.

B. **457 Deferred Compensation Plan:** A deferred compensation plan shall be maintained as previously agreed to by the parties.

ARTICLE 27 - MANAGEMENT RIGHTS

1
2 The County possesses the sole right to operate County government and all management's rights repose in it.
3 The business and the direction of the County Emergency Services and its working forces is vested exclusively
4 in the County of Door and the Emergency Services Director of Door County and includes, but is not limited to
5 the following:

6
7 To hire, expand, direct and control all operations of the Door County Emergency Services, to direct and
8 supervise the work of the employees of the Door County Emergency Services, to determine by whom
9 work shall be performed and the location where such work shall be performed; to determine to what
10 extent any service shall be added, modified or eliminated; to make and enforce reasonable rules; and to
11 take whatever action may be necessary to carry out the functions of the County in situations of an
12 emergency nature.

13
14 The Employer's exercise of the foregoing functions shall be limited by the other provisions of this Contract. The
15 County has all the rights it has by law except those expressly bargained away in this Agreement.

17 **ARTICLE 28 - WAGES**

18
19 Across-the-Board Wage ("ATB") increases as follows:

20
21 2016

22 → Effective January 1, 2016, ATB wage increase of one and one-half percent (1.5%)

23 → Effective July 1, 2016, ATB wage increase of one and one-half percent (1.5%)

24
25 2017

26 → Effective January 1, 2017, ATB wage increase of one and one-half percent (1.5%)

27 → Effective July 1, 2017, ATB wage increase of one and one-half percent (1.5%)

28
29 2018

30 → Effective January 1, 2018, ATB wage increase of one and one percent (1.0%)

31
32 See: Appendix A "2019 - 2021 Wage Schedule", attached hereto and incorporated herein as if set forth in
33 full.

34 35 **ARTICLE 29 - NEGOTIATION PROCEDURES**

36
37 By July 1st of any year in which the agreement expires or any subsequent year, the Union shall give notice of
38 its request for changes in the Agreement or for such other requests as it may offer in the negotiations in writing
39 to the Door County Board.

40 41 **ARTICLE 30 - SHIFT TRADES**

42
43 Shift trades are provisionally allowed. Employees may have time off if they can arrange for someone to
44 cover their shift by swapping with another employee, subject to the following:

- 45
46 • The employee initiating a proposed shift trade must notify the Emergency Services Director or
47 his/her designee.

_____ Ken Pabich County Administrator	Date	_____ Chris Hecht Union Bargaining Team	Date
_____ Kelly Hendee Human Resources Director	Date	_____ Michael J. Woodzicka Field Service Representative - IAFF	Date
_____ Aaron LeClair EMS Director	Date	_____	
_____ Grant P. Thomas Corporation Counsel	Date		

Appendix A 2019-2021 Wage Schedule

2019	Start 1	2	3	4	5	6	7
Hourly Rates	17.09	17.52	17.96	18.41	18.87	19.34	19.82

2019

1. Each employee will be provided a minimum 2.0% increase, in the form of a base increase (aging and/or step) and/or supplemented with a bonus.
2. Bonus is calculated off W2 Earnings on the last full pay period in December, 2018.
3. Date of Pay / Step Change:
 - a. Change of pay or moving through the steps shall be changed to take place on the first full pay period in January of each year for all employees.
 - b. New Hires: New employees hired before July 1st they will get increase on next Jan full pay period. Example: Hired March 1st 2020 at step 1 – Employee moves to step 2 first full pay period of 2021. Hired August 1st 2020 at step 1 – Employee moves to step 2 first full pay period of 2022.
 - c. Existing Employees: The Step, Aging or in some cases both would be applied on the first pay period in January. Example:
 - i. 2019 Employee at Step 4 (2019 Anniversary date included)
 - ii. August first full pay roll – back pay is issued
 - iii. Employee aged to new plan Step 5
 - iv. December last full pay period – employee back pay is issued if necessary
 - v. Jan 2020 first full pay period – employee moved to Step 6
4. How to Make Whole:
 - a. County will take the 2019 W2 wages at end of the last pay period in Ceridian. 2% is paid out on those W2 earnings.
 - b. New wage starts on the next pay period as part of the new payroll system called DayForce.
 - c. Bonus is calculated off 2019 W2 Earnings between August and the last full pay period in December.

2020

1. The Wage Schedule will be aged 0.5%.
2. For 2020 – each employee will be provided a minimum 2.0% increase, in the form of a base increase (aging and/or step) and/or supplemented with a bonus.
3. Bonus is calculated off W2 Earnings on the last full pay period in December, 2019.

2021

1. The Wage Schedule will be aged 0.5%.
2. Each employee will be provided a minimum 2.0% increase in the form of a base increase (aging and/or step) and/or supplemented with a bonus.
3. Bonus is calculated off W2 Earnings on the last full pay period in December, 2020.

LETTER OF AGREEMENT
[Overtime]

This Letter of Agreement is entered into this 1st day of January, 2016/2019, by and between Door County (hereafter referred to as "Employer") and Door County Emergency Services (EMT's / Paramedics) IAFF, Local 4982 (hereafter referred to as "Bargaining Unit").

When overtime becomes available due to vacation, posting or sick leave, employees who regularly work full-time hours (including the Director and Deputy Director) shall have priority over employees who do not work regular full-time hours to fill those schedules. Distribution of this overtime shall be based on Article 6VI, A, but acknowledging department seniority of the Director and Deputy Director for this section only.

In the best interest of timely response to secondary emergency situations, readily available and properly trained personnel who do not regularly work full-time hours may be utilized for call-in. However, employees who regularly work full-time hours shall have priority when equally available.

Accepted and agreed this ___ day of July, 2019.

Bargaining Unit:

Employer:

Michael J. Woodzicka, Field Service Rep., IAFF

Aaron LeClair, EMS Director

Brandon Schopf, Union Bargaining Team

Kelly Hendee, Human Resources Director.

Chris Hecht, Union Bargaining Team

David Englebert, Supervisor, District 1

Ken Pabich, County Administrator

Grant P. Thomas, Corporation Counsel

LETTER OF AGREEMENT**Labor Management Task Force (Health Insurance)**

This Letter of Agreement is entered into this 1st day of January, 2016, by and between Door County (hereinafter referred to as "Employer") and Door County Emergency Services (EMTs/ Paramedics) IAFF, Local 4982 (hereinafter referred to as "Bargaining Unit").

The Employer and Bargaining Unit agree to establish a Labor-Management Task Force ("Task Force") to address health insurance related concerns. The general parameters of the Task Force are as follows:

- The Bargaining Unit will select up to two (2) representatives as members of the Task Force. The Field Service Representative may participate, and will not be counted as one of the two (2) Bargaining Unit members on the Task Force.
- The principles of participation and consensus will be paramount as to decision making.
- The Employer, at Employer's sole cost and expense, will retain a consultant in the field of health care to conduct analysis, identify issues, and to guide and facilitate discussion.
- Focus of the Task Force is to conduct an extensive and ongoing review of health insurance issues; discuss, work through and resolve "real" tasks and issues; enhance collaboration between Employer and Bargaining Unit; and propose solutions to ongoing health insurance problems.
- All parties involved in the Task Force are encouraged to invite representatives from the insurance and health care related industries to advance the discussions.

By inviting participation from both labor and management, and by striving for consensus, the parties seek to establish recommendations that will be better informed and more readily accepted.

The parties' intent is to fully comply with Sec. 111.70(4)(mc)6, Wis. Stats. The Task Force is out-tentament to collective bargaining.

This Task Force's proposals are not binding. Any Task Force proposal that is subject to collective bargaining will be forwarded to the Employer's and Bargaining Unit's respective representatives for discussion and decision.

The term of this Letter of Agreement is three years, commencing January 1, 2016, and expiring December 31, 2018.

This agreement shall expire without establishing a precedent or practice, unless extended upon the mutual written consent of the parties.

Accepted and agreed this ___ day of March, 2016:

Bargaining Unit: _____ Employer:

Michael J. Woodzicka, Field Service Rep., IAFF _____ Dan Williams, EMS Director

Scott Wieland, Union Bargaining Team _____ Kelly Hendee, Human Resources Director.

Brandon Schopf, Union Bargaining Team _____ Joel Cunningham, Supervisor, District 21

Amy Jeanquart, Union Bargaining Team _____ Ken Pelnick, County Administrator

Grant P. Thomas, Corporation Counsel

34
Emergency Services Employees [2016-2019 - 2018/2021]

LETTER OF AGREEMENT

Labor – Management Council (Health and Fitness Standards / Assessments)

Formatted: Right: 0", Line spacing: single, Widow/Orphan control, Tab stops: Not at 2.93"

This Letter of Agreement is entered into this 1st day of January, 2016, by and between Door County (hereafter referred to as "Employer") and Door County Emergency Services IAFF, Local 4982 (hereafter referred to as "Bargaining Unit").

Formatted: Centered, Line spacing: single, Widow/Orphan control

The parties are interested in working cooperatively regarding minimum health and fitness standards, pre-placement and periodic assessments, and to identify how such may impact wages, hours, and conditions of employment. Toward that end a Labor – Management Council will be formed to meet, discuss, and make non-binding recommendations regarding such standards and assessments, and their impact.

Formatted: Centered, Right: 0", Line spacing: single, Widow/Orphan control, Tab stops: Not at 0.3"

The term of this Letter of Agreement is three years, commencing January 1, 2016, and expiring December 31, 2018.

This agreement shall expire without establishing a precedent or practice, unless extended upon the mutual written consent of the parties:

Accepted and agreed this ___ day of March, 2016.

Bargaining Unit: _____ Employer: _____

Formatted: Centered, Line spacing: single, Widow/Orphan control

Formatted: Centered, Line spacing: single, Widow/Orphan control, Tab stops: Not at 3.5"

Michael J. Woodzicka, Field Service Rep., IAFF _____ Dan Williams, EMS Director

Scott Wieland, Union Bargaining Team _____ Kelly Hendee, Human Resources Director

Brandon Schopf, Union Bargaining Team _____ Joel Gunnlaugsson, Supervisor, District 21

Amy Jenquart, Union Bargaining Team _____ Ken Pabich, County Administrator

_____ Grant P. Thomas, Corporation Counsel



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN		X	
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD		X	
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUMDAHL		X	
NEINAS	X		
NORTON	X		
ROBILLARD	X		
District 13	--	--	--
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Two-Thirds Vote of all the Members

Motion to Approve Adopted Defeated

1st Robillard 2nd Kohout 1-vote-d 1

Yes 11 No 3 Exc 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: This resolution further defines the compensation for county board members attending meetings within the county. This resolution also further defines expense reimbursement for out of county meetings or events.

STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August 27, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

**Resolution No. 2019-58
SUPERVISOR COMPENSATION AND REIMBURSEMENT**

1 **TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

2
3 **WHEREAS,** A County Board may, at its annual meeting, by a
4 two-thirds vote of all the members, fix the compensation and
5 reimbursement of the board members to be next elected
6 (See: § 59.10(3), Wis. Stats.);

7
8 **WHEREAS,** Such compensation and reimbursement is to be
9 established before the earliest time for filing nomination papers, may
10 not be increased or diminished during the Supervisor's term, and
11 shall remain for ensuing terms unless changed; and

12
13 **WHEREAS,** The Administrative Committee has forwarded to
14 County Board, for consideration and action, *Addendum A -*
15 *Compensation and Reimbursement for Supervisors*, attached hereto
16 and incorporated herein by reference as if set forth in full.

17
18 **NOW, THEREFORE, BE IT RESOLVED,** That the Door County
19 Board of Supervisors hereby fixes the compensation and
20 reimbursement of Board Members to be next elected (i.e.,
21 Supervisors who take office on April 21, 2020) as set forth in
22 *Addendum A - Compensation and Reimbursement for Supervisors.*

SUBMITTED BY:
Administrative Committee

[Signature]
David Lienau, Chairman

[Signature]
Ken Fisher

[Signature]
Dan Austad

[Signature]
Joel Gunnlaugsson

[Signature]
Susan Kohout

[Signature]
John Neinas

[Signature]
Nancy Robillard

Supervisor Compensation & Reimbursement

Introduction

A county board may, at its annual meeting, by a two-thirds vote of all the members, fix the compensation and reimbursement of the board members to be next elected (See: § 59.10(3), Wis. Stats.).

Such compensation and reimbursement is to be established before the earliest time for filing nomination papers, and cannot be increased or diminished during the supervisors' term.

This is primarily intended, and should be deemed, to fix the compensation and reimbursement for members of the Door County Board of Supervisors.

The following will be in full force and effect on and after April 21, 2020.

III. Per Diem and Expenses

Will remain in effect as is.

IV. Compensation

The compensation currently established will remain in effect for ensuing terms unless changed.

V. Reimbursement for Expenses (Authorized Meal, Mileage, Lodging and Registration Expenses)

The reimbursement for expenses currently established will change, for ensuing terms, as follows:

A. Each supervisor will be allocated up to twelve hundred dollars (\$1,200) annually for authorized expenses (i.e., meal, lodging and registration) actually incurred and related to approved conferences, conventions, institutes, schools, seminars, training or workshops. Mileage is addressed separately in Par. II. B. below.

1. Authorized meal expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, A. Meal Expenses, 1.-3.)*.
2. Authorized lodging expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, D. Lodging)*.
3. Authorized registration expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, E. Registration Fees)*.

Funds not used by the end of a year will be returned to the General Fund. A supervisor may only exceed the annual allocation with prior approval of the County Board.

B. Mileage (§ 59.10(3)(g), Wis. Stats.)

1. Each supervisor shall receive mileage for each mile traveled in going to and returning from approved conferences, conventions, hearings, institutes, meetings, proceedings, schools, seminars, training or workshops by the most usual traveled route at the rate

established by the County Board under § 59.22 Wis. Stats. as the standard mileage allowance for all County employees and officers (See: Door County's Administrative Manual - Section 2.15 Expense Reimbursement, B. Mileage).

2. Mileage reimbursement is to be calculated from the Supervisor's residence or their work location within Door County. If a Supervisor's work location is outside of Door County, mileage reimbursement will be calculated from the County line.
- C. Supervisor Residing on Washington Island:
1. Is eligible to be reimbursed for one round-trip ferry ticket per day; and
 2. Will, if an overnight stay on the mainland is necessary due to a meeting, be eligible for reimbursement for in-county lodging expense and meal expense consistent with Par. II. A. 1. & 2. above.

This is in addition to, and not in lieu of, other compensation and reimbursement set forth herein.

- D. Reimbursement can only be made for allowable expenses actually incurred.

VI. Compensation / Reimbursement Procedure

Lightly revised.

- A. All requests for reimbursement must (as a condition precedent to payment) be timely submitted (to the Finance Department) on properly completed and fully executed reimbursement request form(s), accompanied by any required documentation.
- B. These forms and instructions are available in the office of County Clerk, and the Finance Department.

VII. Miscellaneous

Will remain in effect as is...except for the addition of Par. F. below.

- F. Non-Members of the Door County Board of Supervisors
1. Such members are eligible to receive per diem for any committee, commission or board meeting (i.e., a timely noticed and properly convened meeting, with a quorum present) of a sub-unit (i.e., commission, committee, or board) of the County Board of which they are a member.
 2. Such members are eligible for expense reimbursement as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement)*.



DOOR COUNTY

**Resolution No. 2019-59
APPOINTMENT TO FILL VACANCY
IN SUPERVISORY DISTRICT 13**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
District 13			
VIRLEE			
VLEES WOTACHEK			
WAIT			

1 **TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

2
3
4
5
6
7
8
9
10
11
12
13

WHEREAS, There is a vacancy on the Door County Board of Supervisors for District 13; and

WHEREAS, Appointment of a successor is to be made by the Door County Board Chairperson, with the approval of the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the appointment of Alexis Heim Peter as County Board Supervisor for District 13 for the term ending April 20, 2020.

SUBMITTED BY:

Dave Lienau, Chairman
Door County Board of Supervisors

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Fisher Defeated

2nd Norton

Yes: ___ No: ___ Exc: ___

Reviewed by: Corp. Counsel

Reviewed by: Administrator

FISCAL IMPACT: There is no fiscal implication with the adoption of this resolution. STW

Certification:

I, Jill M. Lash, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of September, 2019 by the Door County Board of Supervisors.

Jill M. Lash
County Clerk, Door County



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOOT			X
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
DISTRICT 13	X		
VRILEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Ken Fisher Defeated

2nd Richard Virlee

Yes: 20 No: Exc: 1

Reviewed by: Ken Fisher Ken Fisher Ken Fisher
 Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The Grant funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this Grant. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of September, 2019 by the Door County Board of Supervisors.

[Signature]
 Jill M. Lau
 County Clerk, Door County

Resolution No. 2019-60

APPROVAL OF WISCONSIN COASTAL MANAGEMENT PROGRAM GRANT FOR THE DUNES LAKE RESTORATION PHASE II

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Section 59.52(19) Wisconsin Statutes empowers the County
2 Board to accept donations, gifts, or grants of money for any public governmental
3 purpose within the powers of the County.

4
5 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the
6 County of Door" requires approval of the Door County Board of Supervisors, for
7 acceptance of all donations, gifts, and grants whether in the form of money, or
8 personal or real property.

9
10 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants',
11 authorized an oversight committee to accept donations, gifts or grants; requires
12 County Board be provided notice of any donation, gift or grant in excess of \$1,000
13 prior to acceptance; and requires that an itemized report of all donations, gifts or
14 grants shall be submitted to the County Board on an annual basis.

15
16 **WHEREAS**, The Wisconsin Coastal Management Program has offered a
17 2019/2020 grant of \$100,000 to the Door County SWCD. The purpose of said grant
18 is to support the restoration of Dunes Lake.

19
20 **WHEREAS**, The SWCD led Partnership includes Ducks Unlimited, Wisconsin
21 DNR, The Nature Conservancy, Town of Sevastopol, and Doorland Preserve
22 landowners.

23
24 **WHEREAS**, No new budget funds are being requested. A total of \$150,000
25 in match monies have been secured by the Partnership through other grants and
26 donations.

27
28 **WHEREAS**, The Land Conservation Committee has voted to support
29 accepting the above described 2019-2020 grant.

30
31 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of
32 Supervisors does hereby authorize the Soil & Water Conservation Department to
33 accept the 2019-2020 Wisconsin Coastal Management Grant as described above.

34
35 **BE IT FURTHER RESOLVED**, That the 2019-2020 Wisconsin Coastal
36 Management Grant will be administered by the Soil & Water Conservation
37 Department, subject to Land Conservation Committee oversight.

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

[Signature] [Signature]
 Ken Fisher, Chairperson John Neinas

[Signature] [Signature]
 Dan Austad Richard Virlee

[Signature] _____
 Vinni Chomeau Mike Vandenhouren

[Signature] _____
 Randy Halstead



DOOR COUNTY

**Resolution No. 2019-61
APPROVAL OF NATIONAL FISH AND WILDLIFE FOUNDATION
SUSTAIN OUR GREAT LAKES GRANT FOR INVASIVE
SPECIES CONTROL**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENGL	X		
FISHER	X		
GUNNAKSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT			X
LENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
DISTRICT 13	X		
VIRLEE	X		
VILES WOTACHEK	X		
WAIT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Johnas
2nd: Halstead
Yes: 20 No: 1 Exc: 1

Reviewed by: [Signature] Asst. Counsel
Reviewed by: [Signature] Administrator

FISCAL IMPACT: The Grant funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this Grant. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of September, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to
2 accept donations, gifts, or grants of money for any public governmental purpose
3 within the powers of the County; and

4 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the
5 County of Door" requires approval of the Door County Board of Supervisors, for
6 acceptance of all donations, gifts, and grants whether in the form of money, or
7 personal or real property; and

8
9
10 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants',
11 authorizes an oversight committee to accept donations, gifts or grants; requires
12 County Board be provided notice of any donation, gift or grant in excess of
13 \$1,000 prior to acceptance; and requires that an itemized report of all donations,
14 gifts or grants be submitted to the County Board on an annual basis; and

15
16 **WHEREAS**, The National Fish and Wildlife Foundation (NFWF) has
17 awarded Door County Soil & Water Conservation Department (SWCD) the
18 Sustain Our Great Lakes (SOGL) grant of \$139,010.60. The purposes of
19 funding will be used to hire a crew lead and two field technicians that would
20 conduct treatments on Phragmites australis, Japanese knotweed, hybrid cattail,
21 and other priority invasive species.

22 **WHEREAS**, funding will also be used for SWCD staff to oversee the crew
23 and project.

24
25
26 **WHEREAS**, No new budget funds are being requested. The 50% match
27 monies will be provided by two Wisconsin Department of Natural Resources
28 Aquatic Invasive Species grant, The Nature Conservancy, Door County Land
29 Trust, UW-Green Bay and DCIST donation dollars; and

30
31 **WHEREAS**, The Land Conservation Committee (LCC) has voted to accept
32 the aforesaid grant.

33
34 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of
35 Supervisors does hereby accept the NFWF SOGL grant in the amount of
36 \$139,010.60 for the above stated purpose.

37
38 **BE IT FURTHER RESOLVED**, That the aforesaid grant shall be
39 administered by the Soil & Water Conservation Department subject to oversight
40 by the Land Conservation Committee.
41

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

[Signature] Ken Fisher, Chairperson
[Signature] Dan Austad
[Signature] Vinni Chomeau
[Signature] Randy Halstead

[Signature] John Neinas
[Signature] Richard Virlee
[Signature] Mike Vandenhouten



DOOR COUNTY

Resolution No. 2019-62

**NON-COMMERCIAL HANGAR SITE LEASE AGREEMENT
#22 JIM NELSON, #25 MIKE MAHLIK**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHONEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
KOCH	✓		
KOHCOUT			✓
LIENAU	✓		
LUNDAHL	✓		
MEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
District 23	✓		
VIRLEE	✓		
VUES WOTACHEK	✓		
WAIT	✓		

1 **WHEREAS**, Rule No. 34 of the Rules of Order provides, in
2 pertinent part, that "...(a)ny contract with a term in excess of three (3)
3 years is subject to review and approval by the County Board..."; and
4

5 **WHEREAS**, Private and Public concerns have been reluctant to
6 construct or operate private non-commercial hangars at the Door
7 County Cherryland Airport; and
8

9 **WHEREAS**, The Highway & Airport Committee deems the
10 presence of non-commercial hangars at the Door County Cherryland
11 Airport to be advantageous to the Airport; and
12

13 **WHEREAS**, The Highway & Airport Committee believes it is
14 reasonable and necessary to offer multi-year non-commercial
15 hangar site lease agreements as an incentive to stimulate the growth
16 and development of the Door County Cherryland Airport.
17

18 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
19 Board of Supervisors does hereby give approval to the Highway &
20 Airport Committee to enter into a 10 year non-commercial hangar
21 site lease agreement, with a 10 year renewal clause, for the parcel(s)
22 of land on which Buildings No. 22 & 25 have been constructed.

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Meinas Deleted

2nd Fisher

Yes _____ No _____ Exc: _____

SUBMITTED BY:
Highway and Airport Committee

Reviewed by: [Signature] **Asst. Corp. Counsel**

Reviewed by: [Signature] **Administrator**

FISCAL IMPACT: The fiscal impact would be the certainty of revenues for a given period of time. Lease revenues to be recorded in the year of service. STW

[Signature]
John Meinas, Chairperson

[Signature]
Roy Englebert

[Signature]
Ken Fisher

[Signature]
Joel Gunnlaugsson

[Signature]
Randy Halstead

Certification:
I, Jim M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of September, 2019 by the Door County Board of Supervisors.

[Signature]
Jim M. Lau
County Clerk, Door County



Resolution No. 2019-63

Intergovernmental Agreement- Affordable & Attainable Housing

DOOR COUNTY

ROLL CALL Board Members	Aye	May	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT			X
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
District 13	X		
VIRLEE	X		
VILES WOTACHEK	X		
WAIT	X		

BOARD ACTION
Vote Required: Majority Vote of Total Membership

Motion to Approve: Adopted Deleted

1st Austad 2nd Gunnlaugsson

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature] Asst. Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The fiscal impact is the loss of revenue from the sale of the 5 lots with the adoption of this resolution. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of September, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Rule No. 34 of the Rules of Order provides, in pertinent
2 part, that "...no Committee of the County Board shall enter into any contract
3 for a period in excess of three (3) years without prior approval of the County
4 Board..."; and

5 **WHEREAS**, The City of Sturgeon Bay ("City") and Door County
6 ("County") may contract with each other for the joint exercise of any power
7 or duty authorized by law; and

8 **WHEREAS**, The provision of affordable and attainable housing is in
9 the public interest, and is a public use and purpose for which public funds
10 may be spent and property acquired or conveyed; and

11 **WHEREAS**, The proposed Intergovernmental Agreement (attached
12 hereto and incorporated herein by reference as if set forth in full) represents
13 a collaborative and cooperative effort by the City and County to strive to
14 meet the need for affordable and attainable housing.

15 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
16 of Supervisors does hereby approve the proposed Intergovernmental
17 Agreement.

18 **BE IT FURTHER RESOLVED**, That the Land Use Services Director,
19 subject to the oversight of the County Administrator, shall administer the
20 Intergovernmental Agreement.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

[Signature] David Lienau, Chairman

[Signature] Ken Fisher

[Signature] Dan Austad

[Signature] Jill Gunnlaugsson

[Signature] Susan Kohout

[Signature] John Neinas

[Signature] Nancy Robillard

INTERGOVERNMENTAL AGREEMENT

[Conveyance of Real Property for Purposes Related to Affordable & Attainable Housing]

This Agreement is made this ____ day of _____, 2019 by and between Door County ("County"), and the City of Sturgeon Bay ("City"), each a public body corporate within the State of Wisconsin.

Whereas, the intergovernmental cooperation contemplated herein serves legitimate public purposes, including striving to meet the need for affordable and attainable housing; and

Whereas, this Agreement is deemed to benefit the parties and is consistent with their powers or duties under law.

IT IS THEREFORE AGREED AS FOLLOWS:

1. This is an intergovernmental Agreement consistent with, and a cooperative arrangement as allowed by, Section 66.0301, Wisconsin Statutes.
2. This Agreement shall become effective and binding when it is fully executed and delivered.
3. The provision of affordable and attainable housing is in the public interest, and is a public use and purpose for which public funds may be spent and property acquired or conveyed.
4. County acquired Door County PIN 281-14-30001100, 1200, 1300, 3200 & 3300 (hereafter "subject parcels") through foreclosure of tax liens by action in rem under Section 75.521, Wisconsin Statutes.
5. Pursuant to Section 59.52(6)(a) & (c), Wisconsin Statutes, the County Board may: take and hold land acquired under Chapter 75, Wisconsin Statutes; sell or convey (or contract to sell or convey) any County land (not donated and required to be held for special purpose); *and* may transfer County land to (among other entities) any municipality within the County for public use or purposes of any nature.
6. The subject parcels are deemed to be appropriate for purposes related to affordable and attainable housing.
7. County will transfer the subject parcels, via quit claim deed, to the City gratis. The County Clerk is hereby directed to execute the documents, after review and approval by County Corporation Council, necessary to facilitate this transfer.
8. City will ensure (through deed restrictions or other restrictive covenants that run with the land) that the subject parcels are used for purposes related to affordable and attainable housing in perpetuity. City will write, administer and enforce these deed restrictions or other restrictive covenants. These deed restrictions or other restrictive covenants shall provide that if the City fails to administer and enforce them, the County is empowered and may choose to do so.
9. This Agreement does not limit City's or a successor's ability to use creativity and expertise to come up with the most viable strategies to further the goal of meeting the need for affordable and attainable housing.
10. Each party is responsible to designate an employee or official ("contact person"), who is responsible for administration of this Agreement. The contact persons are as follows:

a. City of Sturgeon Bay:

Josh Van Lieshout, City Administrator
Phone: 920-746-6905
E-Mail: jvanlieshout@sturgeonbaywi.org

b. Door County:

Ken Pabich, County Administrator
Phone: 920-746-2303
E-Mail: kpabich@co.door.wi.us

Contact person may be changed upon prior written notice to the other party.

11. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service, (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

a. City:

City Administrator
City Hall
421 Michigan Street
Sturgeon Bay, WI 54235

b. County:

County Administrator
County Government Center
421 Nebraska Street
Sturgeon Bay, Wisconsin 54235

Any notice shall be effective upon delivery.

12. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach.
13. If a dispute between any party hereto arises out of or relating to this Agreement, and cannot be settled through direct discussions, each party agrees to first endeavor to settle the dispute by alternative dispute resolution before recourse to a court.
14. If any covenant, condition, provision, or term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provision, or terms of this Agreement shall not be affected thereby, but each covenant, condition, provision, or term of this Agreement shall be valid and in force to the fullest extent permitted by law.
15. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, Door County, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.

16. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. Any amendments, changes or modification of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this ___ day of _____, 2019.

Accepted and agreed this ___ day of _____, 2019.

Ken Pabich
Door County Administrator

David J. Ward, Mayor
City of Sturgeon Bay



DOOR COUNTY

Resolution No. 2019-64

APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE HEALTH AND HUMAN SERVICES DEPARTMENT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT			X
LIENAU	X		
LUNDAHL	X		
NEIMAS	X		
NORTON	X		
ROBILLARD	X		
District 13	X		
VIRLEE	X		
VILIES WOTACHEK	X		
WAIT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Bacon Adopted Defeated

1st Bacon 2nd Vilies Wotachek
Yes: 20 No: 1 Exc: 1

Reviewed by: Karen Belling West Corp. Counsel
Reviewed by: [Signature] Administrator

FISCAL IMPACT: The grant funds will be used for the specified purpose. The grant requires no financial match from Door County; as such there is no fiscal impact. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of September, 2019 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board
2 to accept donations, gifts, or grants of money for any public governmental
3 purpose within the powers of the County; and

4
5 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the
6 County of Door" requires approval of the Door County Board of
7 Supervisors, for acceptance of all donations, gifts, and grants whether in
8 the form of money, or personal or real property; and

9
10 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants',
11 authorized an oversight committee to accept donations, gifts or grants;
12 requires County Board be provided notice of any donation, gift or grant in
13 excess of \$1,000 prior to acceptance; and requires that an itemized report
14 of all donations, gifts or grants shall be submitted to the county board on
15 an annual basis; and

16
17 **WHEREAS**, The State of Wisconsin, Department of Children and
18 Families has offered a \$150,000.00 grant to the Department of Health and
19 Human Services, for a Youth Justice Innovation Grant to improve outcomes
20 for youth in the youth justice system by reducing the use of detention; and

21
22 **WHEREAS**, The Human Services Board has approved the submission
23 of the aforesaid grant.

24
25 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board
26 of Supervisors does hereby approve the acceptance of the grant valued at
27 \$150,000.00 as enumerated in the attached report for purposes of benefit
28 to the consumers of agency services in the Juvenile Justice Division of the
29 Door County Department of Health and Human Services; and

30
31 **BE IT FURTHER RESOLVED**, That the aforesaid grant and donation
32 shall be administered by the Department of Health and Human Services,
33 subject to oversight by the Human Services Board.

SUBMITTED BY:
Helen Bacon
Helen Bacon
Human Services Board Chair



County of Door
DEPARTMENT OF HEALTH AND HUMAN SERVICES

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Joseph Krebsbach, Director

(920) 746-7155

1st floor fax (920) 746-2355

2nd floor fax (920) 746-2439

dhs@co.door.wi.us

Date: September 11, 2019

To: County Board of Supervisors

From: Joseph Krebsbach

RE: Youth Justice Innovation Grant

In 2019, the Department of Health and Human Services launched a new pilot program called the Youth Connection Center (YCC). The program is for juveniles under supervision with the county. The goals of the program were to reduce the number of juveniles in out of home placements, reduce the number of days youth are incarcerated, reduce recidivism, and improve school performance. We reallocated funding from other sources using no additional tax levy.

By reallocating these funds, we were only able to offer the program three (3) days per week. It has now been running for six (6) months and we have served 14 youth. The program is currently staffed with two (2) Limited Term Employees. We are seeing positive results so far.

It was and still is our intention to develop a process to collect revenues that would allow expansion of the program to five (5) days per week.

In August of this year, we applied for a Youth Justice Innovation Grant from the Department of Children and Families in the amount of \$150,000.00. We received notification this week that we were awarded the grant. With the grant we would like to add one (1) new full-time position to support the program. This position would be time limited from hire to December 31, 2020. The rest of the funds would pay for rent, contracted services and supplies to run the program.

We will likely have opportunity to apply for these funds again for 2021. Regardless of those funds, we will continue to work to make this program sustainable. Reduced placements alone may cover the program costs.

I am requesting permission to accept the grant and add one (1) full-time staff position (fully funded by the grant) through December 2020.

Respectfully,


Joseph Krebsbach



201 East Washington Avenue, Room E200
P.O. Box 8916
Madison, WI 53708-8916
Telephone: 608-266-8787
Fax: 608-422-7158

Governor Tony Evers
Secretary Emilie Amundson
Division of Safety and Permanence

September 10, 2019

Dear Youth Justice Innovation Grant Applicants,

Thank you for submitting a Youth Justice (YJ) Innovation grant application and for your interest in improving outcomes for youth in the YJ system. This letter is to inform you of the counties who are being awarded YJ Innovation Grants for 2019-20.

Eighteen counties applied for initial grants, and we were able to award ten grants with the available funding. Eleven counties applied for continuation funding, and we were able to fund those, as well. The grantees were selected according to the evaluation criteria, based on their submitted applications. Following are the grant awards by topic areas:

School Justice Partnership/Truancy Prevention:

1. Barron
2. Iron
3. Kewaunee

Service Array/Matching:

1. Dodge (with Columbia, Fond du Lac, and Sauk)
2. Milwaukee
3. Menominee
4. St. Croix
5. Wood

Reducing the Use of Detention:

1. Door
2. Kenosha

Continuation grants:

1. Ashland
2. Dane
3. Green
4. Jackson
5. La Crosse
6. Lincoln
7. Racine
8. Sheboygan
9. Walworth
10. Washington
11. Waushara

For those of you receiving grants, we look forward to working with you. Devon Lee will be in touch with you regarding next steps. You may also reach out to her directly at devon.lee1@wisconsin.gov or (608) 422-6997 with any follow up questions.

To all of you, thank you for the time and thought you put into your applications. It is inspiring and exciting to see the innovative approaches to school-justice partnerships/truancy prevention, service array and matching, and alternatives to detention being explored by counties across the state.

Above all, thank you all for your commitment and work serving the youth and families in the youth justice system in Wisconsin.

Sincerely,



Wendy Henderson
Administrator, Division of Safety and Permanency
Department of Children and Families

**DOOR COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
YOUTH CONNECTION CENTER BUDGET SUMMARY**

Completed by J Behnke

9/12/2019

Description	2019	2020 Proposed Budget	2020 New Grant	2020 Amended Budget	Comments
	Anticipated Budget				
Youth Connection Center					
Phone	\$1,003	\$1,200	\$600	\$1,800	additional phone
Service Contracts	\$806	\$2,080	\$0	\$2,080	
Contracted Services	\$1,783	\$0	\$13,000	\$13,000	
Transportation- specialized	\$113	\$100	\$1,000	\$1,100	
Rent	\$7,800	\$7,800	\$23,400	\$31,200	Two additional days and larger space
Operating expenses	\$1,550	\$1,500	\$1,000	\$2,500	Two additional days
Food	\$2,000	\$2,000	\$2,000	\$4,000	Two additional days
IS charges	\$0	\$0	\$8,000	\$8,000	6 computers
Work and Participation incentives	\$0	\$0	\$17,000	\$17,000	Pay incentive for employer
Community Integration Experience			\$3,000	\$3,000	
Staff Expense	\$43,242	\$56,512	\$79,000	\$135,512	2 exiting employees and 1 FT w/ benefits added
Training			\$2,000	\$2,000	
Totals	\$58,297	\$71,192	\$150,000	\$221,192	



DOOR COUNTY

Resolution No. 2019-65

**APPOINTMENTS TO COMMITTEES,
COMMISSIONS AND BOARDS**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
<i>District 13</i>			
VIRLEE			
VLIES WOTACHEK			
WAIT			

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

WHEREAS, Pursuant to Section 59.18(2)(c) Wisconsin Statutes, the duties and powers of a County Administrator include appointment of "...the members of all boards and commissions where the statutes provide that such appointment shall be made by the county board or by the chairperson of the county board"; and

WHEREAS, "All appointments to boards and commissions by the County Administrator shall be subject to the confirmation of the County Board" per Section 59.18(2)(c), Wisconsin Statutes; and

WHEREAS, The Rules of Order confers the power to appoint the members of certain committees upon the Chairperson of the County Board, subject to the confirmation of the County Board; and

WHEREAS, The appointments set forth on Exhibit A, attached hereto and incorporated herein by reference, is submitted for County Board confirmation.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby confirms the proposed appointments to boards, commissions, and committees as set forth in Exhibits A.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Fisher Defeated

2nd Lundahl

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: There is no fiscal implication with the adoption of this resolution.

STW

Certification:

I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of September, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Law
County Clerk, Door County

SUBMITTED BY:

[Signature]
David Lienau, Chairman
Door County Board of Supervisors

[Signature]
Ken Pabich
County Administrator

Recommended Appointments to Committees, Commissions and Boards

- FINANCE COMMITTEE** *(County Board Chairman Appointment)*
Alexis Heim Peter *(filling County Board Supervisor position vacancy)* April 2020
David Englebert *(Appointed as Committee Chair)* April 2020
- LEGISLATIVE COMMITTEE** *(County Board Chairman Appointment)*
Alexis Heim Peter *(filling County Board Supervisor position vacancy)* April 2020
- NEGOTIATING COMMITTEE** *(County Board Chairman Appointment)*
Alexis Heim Peter *(filling County Board Supervisor position vacancy)* April 2020
- PUBLIC SAFETY COMMITTEE** *(County Board Chairman Appointment)*
Laura Vlies Wotachek *(filling County Board Supervisor position vacancy)* April 2020
- TECHNOLOGY SERVICES COMMITTEE** *(County Board Chairman Appointment)*
Alexis Heim Peter *(filling County Board Supervisor position vacancy)* April 2020
- ECONOMIC DEVELOPMENT** *(County Administrator Appointment)*
changing to one supervisor appointment – Vacancy will not be filled
- HUMAN SERVICES BOARD** *(County Administrator Appointment)*
James F. Heise, MD *(filling vacancy)* December 2019



DOOR COUNTY

**Resolution No. 2019-66
AUTHORIZE APPLICATION FOR AND ACCEPTANCE OF
FINANCIAL ASSISTANCE FOR GEORGE K. PINNEY COUNTY
PARK BREAKWALL MAINTENANCE**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIG	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOCHUT	✓		
LJENAU	✓		
LUNDVHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VIIRLEE	✓		
VLIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Austad Defeated

2nd: Fisher

Yes: 21 No: 0 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The estimated county match of \$1,322.00 for the project will be funded from the Boat Launch Reserve, which presently has a balance of \$293,511.86. SW

Certification:
I, Jill Lutz, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of October, 2019 by the Door County Board of Supervisors.

[Signature]
Jill Lutz
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. Empowers the County Board to
2 accept donations, gifts, or grants of money for any public governmental purpose
3 within the powers of the County; and

4
5 **WHEREAS**, Rule No. 38 of the Rules of Order provides, in pertinent part. as
6 follows: "An oversight committee may accept donations, gifts or grants. County
7 Board shall be provided notice of any donation, gift or grant in excess of \$1,000.00
8 prior to acceptance. An itemized report of all donations, gifts or grants shall be
9 submitted to the County Board on an annual basis."; and

10
11 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the
12 County of Door" requires approval of the Door County Board of Supervisors, for
13 acceptance of all donations, gifts, and grants whether in the form of money, or
14 personal or real property; and

15
16 **WHEREAS**, Door County hereby formally requests financial assistance (i.e.,
17 a grant) through the Wisconsin Department of Natural Resources' (DNR's) County
18 Conservation Aids Program for George K. Pinney County Park Breakwall
19 Maintenance in an estimated amount of \$1,322.00 There is a 50% county match
20 required for this grant; and

21
22
23 **WHEREAS**, The Door County Facilities & Parks Department has sufficient
24 funds available to meet the financial obligation of the grant (i.e., 50% match); for
25 the breakwall maintenance; and

26
27 **WHEREAS**, The Facilities & Parks Committee has approved the application
28 for and acceptance of financial assistance (i.e., a grant) through the DNR's
29 Conservation Aids Program for the breakwater maintenance project at George K.
30 Pinney County Park.

31
32 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
33 Supervisors does hereby authorize the Parks Director, subject to the oversight by
34 the Facilities & Parks Committee, to: act on behalf of Door County, prepare and
35 submit a County Conservation Aids grant application, accept any grant award, sign
36 necessary documents, administer any County Conservation Aids grant, and take
37 any and all action necessary to complete the proposed project.

38
39 **BE IT FURTHER RESOLVED**, That Door County will comply with the project
grant award contract mandates.

**SUBMITTED BY:
FACILITIES & PARKS COMMITTEE**

[Signature]
Dan Austad, Chairperson

[Signature]
Helen Bacon

[Signature]
Roy Englebert

[Signature]
Ken Fisher

[Signature]
Randy Halstead

[Signature]
Susan Kohout

[Signature]
Richard Virlee



DOOR COUNTY

Resolution No. 2019-67
APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE DOOR COUNTY SHERIFF'S OFFICE

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members table with columns: Name, Aye, Nay, Exc. Rows include AUSTAD, BACON, BULTMAN, CHOMEAU, D. ENGLEBERT, R. ENGLEBERT, ENIGL, FISHER, GUNNLAUGSSON, HALSTED, HEIM PETER, KOCH, KOHOUT, LIENAU, LUNDAHL, NEIMAS, NORTON, ROBILARD, VIRLEE, VLIES WOTACHEK, WAIT.

BOARD ACTION
Vote Received: Majority Vote of a Quorum
Motion to Approve Adopted [X]
1st: Gunnlaugsson Defeated []
2nd: Koch
Yes: 21 No: 0 Exc: 0

Reviewed by: [Signature] Corp. Counsel
Reviewed by: [Signature] Administrator
FISCAL IMPACT: The donated funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this donation. STW

Certification: I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of October, 2019 by the Door County Board of Supervisors.
Jill M. Lau
County Clerk, Door County

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

WHEREAS, Section 59.52(19) Wis. Stats. empowers the County Board to accept donations, gifts, or grants of money for any public governmental purpose within the powers of the County; and

WHEREAS, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door" requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts, and grants whether in the form of money, or personal or real property; and

WHEREAS, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorized an oversight committee to accept donations, gifts or grants; requires County Board be provided notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires that an itemized report of all donations, gifts or grants shall be submitted to the county board on an annual basis; and

WHEREAS, Keller Inc. invited the Door County Sheriff's Office ("DCSO") to attend its 5th Annual Police Dedication Event on Friday, October 4, 2019; and

WHEREAS, Keller Inc. has made a donation of \$2,500.00 to each of the agencies attending the event to support the agency's future community initiatives;

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby accept the donation of \$2,500.00 from Keller, Inc. to support the DCSO's future community initiatives.

BE IT FURTHER RESOLVED, That the aforesaid donation shall be administered by the Door County Sheriff's Office, subject to oversight by the Public Safety Committee.

SUBMITTED BY:
Public Safety Committee
Joel Gunnlaugsson, Chairperson
David Englebert
Roy Englebert
Jon Koch

Megan Lundahl
Laura Vlies Wotachek
Linda D. Wait



DOOR COUNTY

Resolution No. 2019-68

A RESOLUTION ASKING GOVERNOR EVERS AND THE WISCONSIN STATE LEGISLATURE TO APPLY FOR A WAIVER FROM FEDERAL RULES EXCLUDING INSTITUTIONAL STAYS FROM MEDICAID COVERAGE

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH	X		
KOCHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
VIRLEE	X		
VILIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve	Adopted	<input checked="" type="checkbox"/>
1 st <u>Bacon</u>	Dated	<input type="checkbox"/>
2 nd <u>Bultman</u>		
Yes: <u>21</u>	No: <u>0</u>	Exc: <u>0</u>

Reviewed by:

[Signature], Corp. Counsel

Reviewed by:

[Signature], Administrator

FISCAL IMPACT: There is no additional fiscal impact with the adoption of this resolution. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of October, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1
2 **WHEREAS**, Federal rules exclude patients age 22-64 years of age from
3 Medicaid coverage in an Institute for Mental Disease (IMD), resulting in
4 high costs to Wisconsin counties for individuals with mental illness who
5 require short-term placement; and
6

7 **WHEREAS**, The IMD rule works against the provision of necessary
8 health care treatment, and path to recovery, for young and middle-aged
9 adults with brain disorders; and
10

11 **WHEREAS**, The Centers for Medicare and Medicaid Services (CMS)
12 has issued an invitation to states to apply for a waiver of this exclusion,
13 allowing states to receive federal reimbursement for the cost of treatment
14 in an IMD; and
15

16 **WHEREAS**, The Human Services Committee considered and hereby
17 recommends urging the Governor and the Legislature to submit an
18 application for a waiver from CMS of the Medicaid IMD exclusion.
19

20 **NOW, THEREFORE, BE IT RESOLVED**, by the Door County Board of
21 Supervisors, duly assembled this 29th day of October 2019, that the Board
22 urges the Governor and Legislature to submit an application for a waiver
23 from CMS of the Medicaid IMD exclusion to allow federal reimbursement
24 of short term acute care and transition planning for persons with serious
25 and persistent mental illness; and
26

27 **BE IT FURTHER RESOLVED**, That the Door County Clerk is directed
28 to send a copy of this resolution to Representative Joel Kitchens, Senator
29 André Jacque, Governor Tony Evers and the Wisconsin Counties
30 Association.

SUBMITTED BY:

HUMAN SERVICES BOARD

[Signature]
Helen Bacon, Chair

[Signature]
Bob Bultman

[Signature]
Megan Lundahl

[Signature]
Nissa Norton
[Signature]
Laura Vilies Wotachek

James F. Heise, MD
Thomas Leist
Joe Miller
Robert Rau



2020 WLIP GRANTS-IN-AID TO LOCAL GOVERNMENT APPLICATION

DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH	X		
KOHOUT	X		
LIEMAU	X		
LUNDAHL	X		
MEINAS	X		
NORTON	X		
ROGILLARD	X		
VRILEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted

1st Enigl Defeated

2nd Koch

Yes: 21 No: 0 Exc: 0

Reviewed by:

[Signature], Corp. Counsel

Reviewed by:

[Signature], Administrator

FISCAL IMPACT: This grant will be used for the specific project under the direction of the GIS/LIO Coordinator with no other fiscal implication. STW

Certification:

I, Jill Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of October, 2019 by the Door County Board of Supervisors.

[Signature]
Jill Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, Door County has established a land information office and
2 developed and periodically updated a county-wide plan for land records
3 modernization, consistent with § 59.72, Wis. Stats.; and

4
5 WHEREAS, § 59.52(19) Wis. Stats. empowers the County Board to
6 accept donations, gifts, or grants of money for any public governmental
7 purpose within the powers of the County; and

8
9 WHEREAS, § ADM 47.05, Wis. Adm. Code, requires that all Wisconsin
10 Land Information Program (WLIP) grant applications "... be submitted on
11 the authority of the county board on behalf of an eligible applicant..." and
12 that "...application authority be obtained by specific action of the county
13 board..."; and

14
15 WHEREAS, The Door Resource Planning Committee (RPC) has
16 reviewed and authorized the submission of 2020 WLIP Grant Applications
17 totaling \$74,440 (see: Addenda A, attached hereto and incorporated herein
18 by reference as if fully set forth).

19
20 NOW, THEREFORE, BE IT RESOLVED, That the Door County Board
21 of Supervisors does hereby authorize submission of the aforesaid 2020
22 WLIP Grant Applications; and accept any such grants awarded to Door
23 County, consistent with Ch. ADM 47, Wis. Adm. Code, and §§ 16.967(7),
24 59.52(19), & 59.72, Wis. Stats.

25
26 BE IT FURTHER RESOLVED, That the Door County GIS/LIO
27 Coordinator is authorized to: execute the aforesaid grant application(s);
28 execute grant agreement(s) offered; and to administer grants received, all
29 subject to oversight by the Resource Planning Committee.

SUBMITTED BY:
Resource Planning Committee

[Signature] Ken Fisher, Chair [Signature] Jon Koch

[Signature] Vinni Chomeau [Signature] Richard Virlee

[Signature] David Enigl



DOOR COUNTY

ROLL CALL	Aye	No	Exc.
Board Members			
AUSTAD	x	x	
BACON	x	x	
BULTMAN	x	x	
CHOMEAU	x	x	
D. ENGLEBERT	x		x
R. ENGLEBERT	x	x	
ENIGL		x	x
FISHER		x	x
GUNNLAUGSSON	x	x	
HALSTEAD	x		x
HEIM PETER	x	x	
KOCH		x	x
KOHOUT	x	x	
LIENAU	x	x	
LUNDAHL	x	x	
NEINAS	x	x	
NORTON	x	x	
ROBILLARD	x	x	
VIRLEE	x	x	
VULIES WOTACHEK	x	x	
WAIT	x		x

BOARD ACTION
Vote Required: Two-Thirds Vote of all the Members

Motion to Approve: Adopted
 Motion to Amend: Defeated
 Motion to Repeal: Defeated

Yes: _____ No: _____ Exc: _____

Reviewed by: _____ Corp. Counsel
 Reviewed by: _____ Administrator

FISCAL IMPACT: This resolution further defines the compensation for county board members attending meetings within the county. This resolution also further defines expense reimbursement for out of county meetings or events.
STW

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of October, 2019 by the Door County Board of Supervisors.

Jill M. Lau
 County Clerk, Door County

Resolution No. 2019-70
SUPERVISOR COMPENSATION AND REIMBURSEMENT

1 **TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

2
 3 **WHEREAS,** A County Board may, at its annual meeting, by a
 4 two-thirds vote of all the members, fix the compensation and
 5 reimbursement of the board members to be next elected
 6 (See: § 59.10(3), Wis. Stats.);

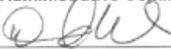
7
 8 **WHEREAS,** Such compensation and reimbursement is to be
 9 established before the earliest time for filing nomination papers, may
 10 not be increased or diminished during the Supervisor's term, and
 11 shall remain for ensuing terms unless changed; and

12
 13 **WHEREAS,** The Administrative Committee has forwarded to
 14 County Board, for consideration and action, *Addendum A -*
 15 *Compensation and Reimbursement for Supervisors*, attached hereto
 16 and incorporated herein by reference as if set forth in full.

17
 18 **NOW, THEREFORE, BE IT RESOLVED,** That the Door County
 19 Board of Supervisors hereby fixes the compensation and
 20 reimbursement of Board Members to be next elected (i.e.,
 21 Supervisors who take office on April 21, 2020) as set forth in
 22 *Addendum A - Compensation and Reimbursement for Supervisors*.

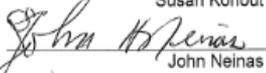
23
 24 **BE IT FURTHER RESOLVED,** That this resolution supersedes
 25 and replaces Resolution No. 2019-58.

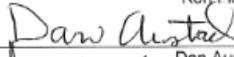
SUBMITTED BY:
Administrative Committee


 David Lienau, Chairman


 Susan Kohout


 Ken Fisher


 John Neinas


 Dan Austad


 Nancy Robillard


 Joel Gunnlaugsson

Supervisor Compensation & Reimbursement

Introduction

A county board may, at its annual meeting, by a two-thirds vote of all the members, fix the compensation and reimbursement of the board members to be next elected (See: § 59.10(3), Wis. Stats.).

Such compensation and reimbursement is to be established before the earliest time for filing nomination papers, and cannot be increased or diminished during the supervisors' term.

This is primarily intended, and should be deemed, to fix the compensation and reimbursement for members of the Door County Board of Supervisors.

The following will be in full force and effect on and after April 21, 2020.

III. Per Diem and Expenses

Will remain in effect as is.

IV. Compensation

The compensation currently established will remain in effect for ensuing terms unless changed.

V. Reimbursement for Expenses (Authorized Meal, Mileage, Lodging and Registration Expenses)

The reimbursement for expenses currently established will change, for ensuing terms, as follows:

- A. Each supervisor will be allocated up to two thousand ~~twelve hundred~~ dollars (\$2,000 ~~\$1,200~~) annually for authorized expenses (i.e., meal, lodging and registration) actually incurred and related to approved conferences, conventions, institutes, schools, seminars, training or workshops. Mileage is addressed separately in Par. II. B. below.
 1. Authorized meal expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, A. Meal Expenses, 1.-3.)*.
 2. Authorized lodging expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, D. Lodging)*.
 3. Authorized registration expenses, incurred by a Supervisor shall be reimbursed as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement, E. Registration Fees)*.

Per Diem (per paragraph IV. A. above) for approved conferences, conventions, institutes, schools, seminars, training or workshops, counts toward the two thousand dollars (\$2,000) limit in paragraph V.A. above.

The County Ambassador Program is exempt from, and does not count toward, the two thousand dollar (\$2,000) limit in paragraph V.A. above.

Funds not used by the end of a year will be returned to the General Fund. A supervisor may only exceed the annual allocation with prior approval of the County Board.

B. Mileage (§ 59.10(3)(g), Wis. Stats.)

1. Each supervisor shall receive mileage for each mile traveled in going to and returning from approved conferences, conventions, hearings, institutes, meetings, proceedings, schools, seminars, training or workshops by the most usual traveled route at the rate established by the County Board under § 59.22 Wis. Stats. as the standard mileage allowance for all County employees and officers (See: Door County's Administrative Manual - Section 2.15 Expense Reimbursement, B. Mileage.)
2. Mileage reimbursement is to be calculated from the Supervisor's residence or their work location within Door County. If a Supervisor's work location is outside of Door County, mileage reimbursement will be calculated from the County line.

C. Supervisor Residing on Washington Island:

1. Is eligible to be reimbursed for one round-trip ferry ticket per day; and
2. Will, if an overnight stay on the mainland is necessary due to a meeting, be eligible for reimbursement for in-county lodging expense and meal expense consistent with Par. II. A. 1. & 2. above.

This is in addition to, and not in lieu of, other compensation and reimbursement set forth herein.

D. Reimbursement can only be made for allowable expenses actually incurred.

VI. Compensation / Reimbursement Procedure

Lightly revised.

- A. All requests for reimbursement must (as a condition precedent to payment) be timely submitted (to the Finance Department) on properly completed and fully executed reimbursement request form(s), accompanied by any required documentation.
- B. These forms and instructions are available in the office of County Clerk, and the Finance Department.

VII. Miscellaneous

Will remain in effect as is...except for the addition of Par. F. below.

F. Non-Members of the Door County Board of Supervisors

1. Such members are eligible to receive per diem for any committee, commission or board meeting (i.e., a timely noticed and properly convened meeting, with a quorum present) of a sub-unit (i.e., commission, committee, or board) of the County Board of which they are a member.
2. Such members are eligible for expense reimbursement as set forth in *Door County's Administrative Manual (Section 2.15 Expense Reimbursement)*.



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
IL ENGLEBERT	X		
ENGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NDRTON	X		
ROBILLARD	X		
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted

1st: Ken Fisher Deleted:

2nd: Joel Gunnlaugsson

Yes: 11 No: 0 Exc: 0

Reviewed by:

[Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: There is no fiscal implication with the adoption of this resolution. STW

Certification:

I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of October, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Law
County Clerk, Door County

**Resolution No. 2019-71
ALTERNATIVE WORK SCHEDULES**

1 TO THE DOOR COUNTY BOARD OF SUPERVISORS:

2
3 **WHEREAS**, The Door County Employee Handbook was adopted
4 October 22, 2013 and effective January 1, 2014; and

5
6 **WHEREAS**, Door County desires to amend, and incorporate the
7 following changes relating to alternative work schedules into, the
8 Door County Employee Handbook.

9
10 **NOW, THEREFORE, BE IT RESOLVED**, That the Employee
11 Handbook, is amended as follows:

12
13 Existing Section XVII, RR. Workplace Flexibility, is hereby
14 redacted and replaced by Addendum A., attached hereto and
15 incorporated herein by reference as if fully set forth.

16
17 **BE IT FURTHER RESOLVED**, That, except as amended by this
18 resolution, all provisions of the Door County Employee Handbook
19 remain in full force and effect.

**SUBMITTED BY:
Administrative Committee**

[Signature]
David Lienau, Chairman

[Signature]
Susan Kohout
Susan Kohout

[Signature]
Ken Fisher

[Signature]
John Neinas
John Neinas

[Signature]
Dan Austad

[Signature]
Nancy Robillard
Nancy Robillard

[Signature]
Joel Gunnlaugsson

ALTERNATIVE WORK SCHEDULES

Door County ("County") recognizes the importance of its employees having a proper work-life balance. It is understood that allowing employees to have a degree of control over their work schedules may make it easier for them to manage non-job-related responsibilities and to be more efficient and productive at work.

Consequently, the County supports alternative work schedules for employees ... *provided* that such schedules are mutually beneficial to County and employee, and continue to satisfy the needs and objectives of the County.

County Departments ("Department" or "Departments") may, subject to this policy, develop and implement an alternative work schedule.

❖ Alternative Work Schedule Options

- Flexible Daily Schedule.
 - Employee works an eight hour day, Monday through Friday, but may start earlier than 8:00 a.m. or work later than 4:30 p.m.
 - Such schedules can include start times between the hours of 7:00 a.m. and 10:00 a.m. and end times between the hours of 3:30 p.m. and 6:30 p.m. that vary daily.
 - Start and end times must be on the hour or half-hour and in thirty-minute increments (e.g., start-time of 7:00 a.m.; end-time of 3:30 p.m.)
 - The flexible daily work schedule will be a consistent, approved daily schedule for an individual employee with established starting and ending times that remain the same week after week.

- 4/10 Schedule
 - Forty-hour weeks in four days.
 - Employees on 4/10 schedules work eight ten-hour days per two-week pay period with two days off.
 - Employee's work schedule must fall within Monday through Friday and the hours of 7:00 a.m. and 6:30 p.m.
 - No more than forty-hours can be worked in any one week.

- 9/80 Schedule
 - Employee works eighty-hours in nine, rather than ten, working days per pay period.
 - Employee's work schedule must fall within Monday through Friday and the hours of 7:00 a.m. and 5:30 p.m.
 - Employee works eight nine-hour days, and one eight-hour day each pay period and has one day off every two weeks.
 - The eight-hour day and the day off must fall on the same day of the week (e.g. off first Tuesday, then the eight-hour day must be the second Tuesday).

- Any employee working a 9/80 schedule must sign a declaration defining the work schedule.
- The schedule may not be modified without incurring overtime expenses.

Any or all of the foregoing alternative schedule options may be utilized.

❖ **Eligibility/Criteria**

- Working an alternative work schedule is a privilege, not an employee right.
- Alternative work schedules are not appropriate for all positions, all Departments, or all situations.
- Alternative work schedules, to the extent such are appropriate, should be uniformly available to all positions in a Department.
- The Department Head is responsible for ensuring the fair and equitable administration of this policy to employees.
- Alternative work schedules will not result in a change in the County's or a Department's regular hours of operation.
- Each Department Head is responsible for ensuring that all services of the Department are available to internal and external clients during regular business hours and that the efficiency and effectiveness of the Department's operations will not be interrupted or negatively impacted.

❖ **Process**

- All requests for an alternative work schedule must be in writing, completed by the employee, and submitted to the Department Head for approval. Requests by Department Heads are to be submitted to the County Administrator.
- Approval or denials by the Department Head (or County Administrator) of such requests must be in writing and provided to the employee.
- Once an alternative work schedule is approved, it cannot change without the prior written permission of the Department Head (or County Administrator).
- All completed and approved requests, and denials, must be sent to the Human Resources Department to be placed in the employee's personnel file.
- Any request for an alternative work schedule option outside the parameters defined in this policy must be reviewed and approved by the Human Resources Director and County Administrator.

❖ **Sunset Provision**

- This policy sunsets, unless extended, on December 31, 2020.



DOOR COUNTY

ROLL CALL Board Members	Abs	May	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
VIRLIE	X		
VILIES WOTACHEK	X		
WAIT	X		
	X	0	0

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

**Resolution No. 2019-72
2020 BUDGET AND TAX LEVY**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

BE IT RESOLVED, That the Door County Board of Supervisors, assembled this 12th day of November, 2019, does hereby approve the 2020 Door County Budget and Tax Levy as follows:

TOTAL EXPENSE	<u>\$81,134,072</u>
LESS REVENUE	<u>\$50,807,652</u>
2020 COUNTY TAX LEVY	<u>\$30,326,420</u>
TAX RATE	<u>\$4.089413079</u>

PER THOUSAND OF EQUALIZED VALUE

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Vilies Wotachek

2nd Fisher

Yes: 9 No: 0 Exc: 0

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: Res. #2019-72 sets the expected revenue and expenditure levels for the Door County budget year 2020. The levy cannot go over the set operational tax levy limit of \$27,124,119, excluding exempt amounts. Total tax levy which includes the exempt amounts would be \$30,327,397 or an increase of 1.87% over 2019. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

SUBMITTED BY:

David Lienau
David Lienau, Chairman
Door County Board of Supervisors



DOOR COUNTY

Resolution No. 2019-73

APPROVAL OF WISCONSIN DOJ TAD GRANT TO THE HEALTH AND HUMAN SERVICES DEPARTMENT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
HEIN PETER	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEIRAS	X		
NORTON	X		
ROBILLARD	X		
VIRLEE	X		
VILIES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Helen Bacon Defeated

2nd: Liisa Norton Defeated

Yes: No: Exc:

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: The Grant funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this Grant. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to
2 accept donations, gifts, or grants of money for any public governmental purpose
3 within the powers of the County; and

4
5 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the
6 County of Door" requires approval of the Door County Board of Supervisors, for
7 acceptance of all donations, gifts, and grants whether in the form of money, or
8 personal or real property; and

9
10 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants',
11 authorized an oversight committee to accept donations, gifts or grants; requires
12 County Board be provided notice of any donation, gift or grant in excess of \$1,000
13 prior to acceptance; and requires that an itemized report of all donations, gifts or
14 grants shall be submitted to the county board on an annual basis; and

15
16 **WHEREAS**, The Wisconsin Department of Justice has offered a \$141,011
17 grant to the Department of Health and Human Services, for the Treatment
18 Alternatives and Diversion (TAD) Grant to plan and implement an Adult Drug Court
19 Program to deal with the serious and escalating problem of alcohol abuse and
20 illegal drug use in Door County; and

21
22 **WHEREAS**, The Human Services Board has approved the submission of the
23 aforesaid grant.

24
25 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of
26 Supervisors does hereby approve the acceptance of the grant valued at
27 \$141,011.00 as enumerated in the attached report for purposes of benefit to the
28 consumers of agency services in the Behavioral Health Division of the Door County
29 Department of Health and Human Services; and

30
31 **BE IT FURTHER RESOLVED**, That the aforesaid grant and donation shall be
32 administered by the Department of Health and Human Services, subject to
33 oversight by the Human Services Board.

**SUBMITTED BY:
Human Services Committee**

Helen Bacon Helen Bacon, Chair
Liisa Norton Liisa Norton
Bob Bultman Bob Bultman
Liisa Norton Liisa Norton
Liisa Norton Liisa Norton
Megan Lundahl Megan Lundahl
James F. Heise, MD James F. Heise, MD
Thomas Leist Thomas Leist
Joe Miller Joe Miller
Robert Rau Robert Rau



County of Door
DEPARTMENT OF HEALTH AND HUMAN SERVICES
County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Joseph Krebsbach, Director
(920) 746-7155
1st floor fax (920) 746-2355
2nd floor fax (920) 746-2439
dhs@co.door.wi.us

Date: October 31, 2019

To: Human Services Board and Board of Health

Cc: County Board

From: Joseph Krebsbach

RE: Treatment Alternatives and Diversion (TAD) Grant

The Department of Health and Human Services along with members of the Criminal Justice Coordinating Council (CJCC) have written for and received a Treatment Alternatives and Diversion (TAD) Grant. The award is for \$141,011 to be used for the calendar year 2020.

The objective of the Drug Court Program is to coordinate services for individuals in the legal system who need AODA or Mental Health Services. Research shows that combining court and treatment services increases accountability and improves outcomes. The overall goal is to decrease recidivism in our criminal justice system.

I have attached a copy of the budget for your review. With this grant there is a 25% local match requirement. The money that Door County will contribute to the program is already included in the 2020 budget. You will also see that the budget includes a full-time coordinator position that is fully funded by the grant.

I would request that the board support our acceptance of the TAD Grant (resolution attached). In addition, I am requesting permission to add a new position to the department. This position would be the Treatment Court Coordinator. It would be a defined term position from January 2, 2020 to December 31, 2020. The position will only be filled if another grant is received. A job description and fiscal impact is also attached.



DOOR COUNTY

Resolution No. 2019-74

SUPPORT OF NSIGHT APPLICATION FOR A PSCW FY2020 BROADBAND EXPANSION GRANT - EGG HARBOR

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✗		
BULTMAN		✗	
CHOMEAU	✓		
D. ENGLEBERT	✗		
R. ENGLEBERT	✗		
ENGL	✗		
FISHER	✗		
GUNNLAUGSSON	✓		
HALSTED	✓		
HEIM PETER	✓		
KOCH	✗		
KOHOUT	✗		
LIENAU	✓		
LUNDAHL	✗		
NEIMAS	✗		
NORTON	✓		
ROBILLARD	✓		
VIRLEE	✓		
VLIES WOTACHEK	✗		
WALT	✓		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: _____ Adopted Defeated

1st Engr 2nd D. Englebert

Year: 20 No: 1 Exc: 0

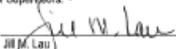
Reviewed by: _____ Corp. Counsel

Reviewed by: _____ Administrator

FISCAL IMPACT: Since this is an unbudgeted expenditure, funds would have to come from the Contingency Expense account. If approved, the available balance in the Contingency Expense account after this transfer would be \$336,526.45. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Door County has long favored and worked toward
2 broadband service expansion throughout the county and supports this pilot
3 project to increase capacity and availability of broadband service in Egg
4 Harbor; and

5
6 **WHEREAS**, Nsight Telservices owns aerial fiber cable on poles
7 through downtown Egg Harbor and to the Egg Harbor Tower...and plans
8 to deploy fixed wireless broadband internet service including public and
9 enterprise Wi-Fi networks using this infrastructure; and

10
11 **WHEREAS**, The County Board understands that the new internet
12 service will serve the wireless broadband needs of both tourists and
13 businesses in Egg Harbor and understands the need for expanded
14 broadband internet to serve local needs including education for school age
15 children, online access to services such as e-commerce and home health
16 for businesses, and access to information on community-based attractions,
17 restaurants, and hotels for seasonal visitors; and

18
19 **WHEREAS**, The County Board understands that partnering with and
20 supporting Nsight Telservices' fixed wireless broadband expansion project
21 will improve the likelihood of success for this application and the project;
22 and

23
24 **WHEREAS**, A pledge of financial support from the County Board
25 increases the overall competitiveness of the application.

26
27 **NOW, THEREFORE, BE IT RESOLVED**, That the County Board of
28 Door County financially supports Nsight Telservices' application for a
29 PSCW FY2020 Broadband Expansion Grant to deploy fixed wireless
30 broadband internet service including public and enterprise Wi-Fi networks
31 from existing fiber and tower infrastructure in Egg Harbor and hereby
32 pledges \$5,000 in financial support contingent upon the grant award with
33 funds to be dispersed to Applicant within twelve (12) months of date of
34 award acceptance.

SUBMITTED BY:



David Lienau, Chairman
Door County Board of Supervisors



DOOR COUNTY

**Resolution No. 2019-75
SUPPORT OF NSIGHT APPLICATION FOR A PSCW FY2020 BROADBAND
EXPANSION GRANT - WASHINGTON ISLAND**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VIRLEE	✓		
VLIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Deleted

1st Gunnlaugsson
2nd Fisher

Yes: 21 No: 0 Exc: 0

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: Since this is an unbudgeted expenditure, funds would have to come from the Contingency Expense account. If approved, the available balance in the Contingency Expense account after this transfer would be \$331,526.45. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Door County has long favored and worked toward broadband
2 service expansion throughout the county, including increasing capacity,
3 performance, reliability, scalability and security of broadband service to
4 Washington Island; and

5
6 **WHEREAS**, The Microwave connection between the mainland and
7 Washington Island failed in October 2019 taking down internet, phone, & 911
8 emergency service to households and community anchor institutions including the
9 school, clinic and electric coop. The service was down for 9 days from October
10 16th to October 25th; and

11
12 **WHEREAS**, Partners Nsight Telservices and Washington Island Electric
13 Cooperative completed PSCW (FY2019) funded broadband expansion project by
14 installing a submarine fiber cable between Northport Pier on the mainland and
15 Lobdell's Point on Washington Island in November 2019; and

16
17 **WHEREAS**, Nsight Telservices is applying for a FY2020 PSCW Broadband
18 Expansion Grant to complete phase II of this project by extending fiber from Gills
19 Rock to Northport Pier on the mainland and from Lobdell's Point to Washington
20 Island tower passing all key Community Anchor institutions on Washington Island.
21 The project will also include fixed wireless broadband Internet service at the harbor
22 on Washington Island; and

23
24 **WHEREAS**, The County Board understands that the new fiber will have
25 unlimited capacity to serve the needs of Washington Island and understands the
26 need for expanded broadband internet to serve local needs including education for
27 school age children, online access to services such as e-commerce and home
28 health for year-round residents and businesses, and access to information on
29 island-based attractions, restaurants, and hotels for seasonal visitors; and

30
31 **WHEREAS**, The County Board understands that partnering with and
32 supporting Nsight Telservices' fiber broadband expansion project will improve the
33 likelihood of success for this application and the fiber build project; and

34
35 **WHEREAS**, A pledge of financial support from the County Board increases
36 the overall competitiveness of the application.

37
38 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
39 Supervisors fully supports Nsight Telservices' application for a PSCW FY2020
40 Broadband Expansion Grant to extend fiber cable from Gills Rock to Northport Pier
41 and from Lobdell's Point to Washington Island tower and hereby pledges \$5,000
42 in financial support contingent upon the grant award with funds to be dispersed to
43 Applicant within twelve (12) months of date of award acceptance.

44
45 **BE IT FURTHER RESOLVED**, That prospectively the Door County Board
46 Chairperson or their designee is authorized to offer letters in support of Broadband
47 Expansion Grant Applications.

SUBMITTED BY:

David Lienau
David Lienau, Chairman
Door County Board of Supervisors



DOOR COUNTY

**Resolution No. 2019-76
PURCHASE OF TRUCK CHASSIS, ANTI-ICE TANK AND SNOW
EQUIPMENT
Highway and Airport Department**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL	Age	Yay	Exc.
Board Members			
AUSTAD	✓		
BACON			
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LIEHAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
WIRLEE	✓		
YLIES WOTACHEK	✓		
WAIT	✓		

1 **WHEREAS**, The Door County Highway Committee deems it
2 necessary to purchase a new tri-axle truck equipped with anti-icing
3 tank and snow plowing equipment for use in its Highway Operations;
4 and

5 **WHEREAS**, On October 14, 2019, the Highway Committee
6 reviewed bids for the purchase of the equipment with the following
7 recommendation for award,

8 Quality Truck – Tri-axle Chassis, with pusher axle \$124,500
9 Monroe Truck – Anti-ice tank and Snow Equipment \$ 89,876

10 **WHEREAS**, Funds are available, within the Highway
11 Department's 2020 budget, to use for this purpose.

12 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
13 Board of Supervisors does hereby authorize the Door County
14 Highway Committee to purchase a new Truck Chassis from Quality
15 Truck, for a price of \$124,500 and the purchase of Anti-icing
16 equipment and snow equipment from Monroe Truck for a price of
17 \$89,876 FOB Sturgeon Bay, WI.
18
19
20
21

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted Deleted

1st Neinas Deleted

2nd Fisher

Yes: 21 No: 0 Exc: 0

Reviewed by:

[Signature] Corp. Counsel

Reviewed by:

[Signature] Administrator

FISCAL IMPACT: The Tri-Axle Truck and Anti-Ice Tank and Snow Equipment is included in the 2020 proposed budget in the amount of \$226,000. STW

Certification:

I, J.M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.

[Signature]
J.M. Lau
County Clerk, Door County

**SUBMITTED BY:
HIGHWAY & AIRPORT COMMITTEE**

[Signature] John Neinas, Chairman

[Signature] Joel Gunnlaugsson

[Signature] Ken Fisher

[Signature] Roy Englebert

[Signature] Randy Halstead



DOOR COUNTY

**Resolution No. 2019-77
PURCHASE OF TRUCK CHASSIS, DUMP BODY AND SNOW
EQUIPMENT
Highway and Airport Department**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VRJLEE	✓		
VLIES WOTACHEK	✓		
WAIT	✓		

1 **WHEREAS**, The Door County Highway Committee deems it
2 necessary to purchase two (2) new Tri-Axle Trucks with dump body
3 and snow and ice control equipment for use in its Highway
4 Operations; and

5
6 **WHEREAS**, On October 14, 2019, the Highway Committee
7 reviewed bids for the purchase of the equipment with the following
8 recommendation for award,

10 Quality Truck – Tri-axle Chassis –2 units	\$205,500.00
11 Monroe Truck – Body and Snow Equipment	\$257,648.00

12
13 **WHEREAS**, Funds are available, within the Highway
14 Department's 2020 budget, to use for this purpose.

15
16 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
17 Board of Supervisors does hereby authorize the Door County
18 Highway Committee to purchase two (2) new Truck Chassis from
19 Quality Truck, for a price of \$205,500 and the purchase of the truck
20 dump bodies and snow equipment from Monroe Truck for a price of
21 \$257,648 FOB Sturgeon Bay, WI.

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve	Adopted	<input checked="" type="checkbox"/>
1st <u>Neinas</u>	Defeated	<input type="checkbox"/>
2nd <u>Halstead</u>		
Yes: <u>21</u>	No: <u>0</u>	Exc: <u>0</u>

Reviewed by:

[Signature] Corp. Counsel
 Reviewed by: [Signature] Administrator

FISCAL IMPACT: The (2) Tri-Axle Trucks and dump box and snow and ice equipment is included in the 2020 proposed budget in the amount of \$494,000. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

**SUBMITTED BY:
HIGHWAY & AIRPORT COMMITTEE**

[Signature] John Neinas, Chairman
[Signature] Roy Englebert
[Signature] Joel Gunnlaugsson
[Signature] Randy Halstead
[Signature] Ken Fisher



DOOR COUNTY

Resolution No. 2019-78

DOOR COUNTY COMPENSATION STRUCTURE AND PERFORMANCE INCENTIVES

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VRILEE	✓		
VLIES WOTACHEK	✓		
WAIT	✓		

WHEREAS, By adoption of Resolution 2015-57 on June 23, 2015, the County Board approved amendment of Door County's Compensation Plan, including the creation and implementation of a performance-based compensation system; and

WHEREAS, This compensation structure calls for annual review and approval (if and as deemed appropriate) of any recommended changes to base salaries, step and performance incentives, and discretionary merit compensation awards; and

WHEREAS, Funds have been appropriated in the annual budget for this purpose (i.e., the changes to Door County's Performance-Based Compensation Plan Incentives set forth herein) as required by § 65.90, Wis. Stats; and

WHEREAS, The recommended changes to Door County's compensation structure and Performance Incentives for 2020 are set forth in Addendum A, attached hereto and incorporated herein by reference as if set forth in full.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve and adopt the recommended changes to the compensation structure and Performance Incentives for 2020 as set forth in Addendum A.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st Fisher 2nd Vrilee

Yea: 01 Nay: 0 Exc: 0

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: Funds have been budgeted in the Payroll Contingency Expense account for 2020 wage increases according to the terms of this Performance-Based Compensation Plan as part of the 2020 budget process, as more fully explained in the attached memo from Door County Administrator Ken Pablich, STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

**SUBMITTED BY:
Administrative Committee**

[Signature] David Lienau, Chairman

[Signature] Susan Kohout

[Signature] Ken Fisher

[Signature] John Neinas

[Signature] Dan Austad

[Signature] Nancy Robillard

[Signature] Joel Gunnlaugsson



COUNTY OF DOOR

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

ADDENDUM A - Attachment to Resolution 2019-78

Ken Pabich

County Administrator
(920) 746-2303
kpabich@co.door.wi.us

TO: Administrative Committee

FROM: Ken Pabich, County Administrator
Kelly Hendee, Human Resource Director

DATE: October 22, 2019

RE: 2020 Pay for Performance and Wage Structure Aging

Background

Two aspects are reviewed each year for our compensation program – the Pay for Performance Incentive Program and our County Compensation Structure.

The Pay for Performance program is in its fifth year of implementation and continues to be a successful tool for recognizing employee performance. Each year, we review the performance incentives to ensure that the County can support the incentive package.

The Compensation Plan aging (also sometimes known as Cost of Living Adjustment, or COLA) is reviewed each year to ensure the County remains competitive with inflation, market conditions and our related comparable Counties. In working with our consultant, Carlson Dettman, we have determined that aging the Compensation Structure is necessary to remain competitive.

Analysis:

Pay for Performance; we are recommending that the performance incentives for 2020 remain similar to the 2019 plan. When trending the program, we can estimate that the overall impact of the Pay for Performance incentives is between 1.8% and 2.0%. This impact is further reduced since the increase occurs on the employee's anniversary date, not as of January 1.

For the Compensation Structure aging, we look at inflation, which is commonly referred to as the Consumer Price Index (CPI). The CPI for 2019 is 2.44% (July 1, 2019 WI DOR). We also look at market conditions, which is a review of our hiring trends and local market wages. The final area of review is our comparable Counties that were used to establish the Compensation Structure. Carlson Dettman is retained to do this analysis and recommended an aging of 3%.

Fiscal Impact:

The implementation of both of these recommendations have been included in the 2020 budget. For transparency, it is important to note the following:

- I. The total fiscal impact of the Pay for Performance incentives and the Compensation Structure aging is covered as follows:
 - a. We have budgeted approximately 75% of the impact in the budgeted amount for Payroll Contingency Expense.

- b. The remaining 25% is covered by the budgeted payroll. Each year, we experience vacancies and new employees entering the work force which create excess funds. When reviewing a three-year trend, we are comfortable projecting that the 25% can be covered with these dollars.
2. The last question is the long-term impact on the organization. As an organization, we have stated that it is a priority to remain competitive and retain our existing employees. The County Budget Model did include the recommendations outlined above. Beyond 2020, we will need to look at potential cost saving measures. This is a tough balancing act; however, Administration believes it is important that the County remain competitive in the employment market.

Committee Recommendations:

We would recommend that the Administrative Committee approve the following:

1. 2020 Pay for Performance Incentives be approved as shown in the attachment;
2. The Door County Compensation Structure be aged 3% for 2020 and be implemented on the first full pay period of 2020.

These recommendations need approval of the full County Board as shown in the attached draft resolution.



DOOR COUNTY

**Resolution No. 2019-79
INCREASE OF HOURS, NEW POSITIONS, RECLASSIFICATION
REQUESTS, AND PART TIME PAY RATES, FOR 2019 & 2020**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
VIRLEE	X		
VILES WOTACHEK	X		
WAIT	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Fisher Defeated

2nd D. Englebert

Yes: 21 No: 0 Exc: 0

Reviewed by: [Signature] Comp. Counsel

Reviewed by: _____ Administrator

FISCAL IMPACT:
See Addendum A (attached).
STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, The process requires that a Joint Meeting be held with the Finance and
2 Administrative Committee to review and recommend action by the County Board on all
3 Increase of hours; reclassifications, new regular or part time position requests, and part
4 time pay rates; and
5

6 **WHEREAS**, The Committees met, conferred with department heads, oversight
7 committee chairpersons, Human Resources Director, and County Administrator,
8 considered the personnel and part time pay rate requests made and submits the following
9 recommendation to the County Board:
10

11 **WHEREAS**, The new positions, reclassifications, hours and pay rates set forth in
12 Addendum A (attached) are recommended for approval:
13

14 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors
15 does hereby approve the new positions, reclassifications, hours and pay rates as set forth
16 in Addendum A (attached).

SUBMITTED BY:
ADMINISTRATIVE COMMITTEE & FINANCE COMMITTEE

<u>[Signature]</u> David Lienau, Administrative Committee Chair	<u>[Signature]</u> David Englebert Finance Committee Chair
<u>[Signature]</u> Ken Fisher	<u>[Signature]</u> David Enigl
<u>[Signature]</u> Dan Austad	<u>[Signature]</u> Aldis Helm Peter
<u>[Signature]</u> Jill Gunnlaugsson	<u>[Signature]</u> Susan Kohout
<u>[Signature]</u> Susan Kohout	<u>[Signature]</u> Nancy Robillard
<u>[Signature]</u> John Neinas	<u>[Signature]</u> Richard Virlee
<u>[Signature]</u> Nancy Robillard	<u>[Signature]</u> Laura Viles Wolachek

2019 & 2020 New Positions, Reclassification and Change of Hours - Summary Effect on 2020 Budget
ADDENDUM A (Attachment to Resolution 2019-79)

Department	Rationale	Effective Date of Change	Current Budget or Contract Amount of Official Revenue	Proposed Budget or Contract Amount	Change or Increase	Impact on 2020 Revenue or Department Charge	Percent Change	Request Reviewed by Human Resources	County Administrator Recommendation
Emergency Management & Communications									
0.5 FTE Tele Communicator Supervisor to 1.0 FTE	Supervisor would become full time. Salary would not change. Impact is that the 0.5 FTE line and a tele communicator would no longer exist.	Oct-19	-	-	-	-	-	Yes	Yes
(2) 1.0 FTE Tele communicators	We have operated the 911 Call Center at minimum staffing and it is impacting retention, employee morale and our ability to have full staffing levels (which requires mandatory overtime). With a staff level from 10 to 12, we can properly address the issues identified above.	Oct-19	-	\$148,948	\$148,948	\$148,948		Yes	Yes
Health & Human Services									
1.0 FTE Case Manager - Treatment Coordinator (OTE)	This position existed in the 2019 budget and it was funded 50% by grants and 50% by increase revenue in the jail. This position is necessary to continue with case management in the jail (Operation Fresh Start) and juvenile treatment.	Jan-20	\$80,551	\$80,551	\$0	\$0		Yes	Yes
1.0 FTE Social Worker - Children & Family Services	Funding was provided by the State Department of Children and Families. The funds are part of our WCA lobbying efforts to get more funding for staff to provide services.	Jan-20	\$135,000	\$80,551	(\$54,449)	(\$54,449)		Yes	Yes
1.0 FTE Youth Connection Center Coordinator (OTE)	Funding is provided 100% through a State grant through DCF. This position was approved County Board at the September 2019 meeting.	Nov-19	\$80,551	\$80,551	\$0	\$0		Yes	Yes
1.0 FTE Case Manager Long Term Support	CHANGED in 2019. Position was changed from 0.65 FTE to 1.0 FTE. Increase in hours would be fully funded from increased revenues.	Jul-19	\$86,071	\$86,071	\$0	\$0		Yes	Yes
1.0 FTE Administrative Assistant 3	CHANGED in 2019. Administrative Supervisor position was eliminated and replaced with the Administrative Assistant III position.	Jul-19	\$67,940	\$46,522	(\$21,418)	(\$21,418)		Yes	Yes
1.0 FTE Facilities Supervisor	CHANGED in 2019. Custodian position was eliminated and replaced with working Supervisory position.	Jul-19	46,534	99,463	\$4,929	\$54,929		Yes	Yes
Library									
1.0 FTE Museum & Archives Manager	For the past two years, we have worked on a masterplan for the Museum and Archives. Under this plan, the Museum and Archives would become a Branch under the Library. This position is necessary for the long term operations of the Museum and Archives.	Jan-20	-	\$81,271	\$81,271	\$81,271		Yes	Yes
0.5 FTE Museum & Archives Assistant/Archivist	Part time position would assist the Manager. The position would help develop and implement the programming for the archives. Under the museum, the position would work with manager and LTE staff to implement museum programs and manage the collections.	Jan-20	-	\$17,878	\$17,878	\$17,878		Yes	Yes
Circulation Assistant	Added 10 hours per week at Egg Harbor Library Branch. This request is based on a request from the Village. Funding provided by Village.	Jan-20	-	7,750	7,750	7,750		Yes	Yes
Circulation Assistant	Added 10 hours per week at Sizer Bay Library Branch. This request is based on a request from the Village. Funding provided by Village.	Jan-20	-	7,750	7,750	7,750		Yes	Yes
Sherrif									
(3) 1.0 FTE School Resource Officers	Added in 2019. SRO's were funded 80% by the individual schools and 20% by the County.	Jul-19	\$180,898	\$930,655	\$133,257	\$123,257		Yes	Yes
Transportation									
8 FTE Transportation Manager	Position is needed to manage Door 2 Door. With the position, we are hoping that we can make the system more effective and also find additional funding that can help maintain the system long term.	Oct-19	-	\$77,771	\$77,771	\$77,771		Yes	Yes

Part time pay rate requests		Current Rate	Proposed Rate			
Circuit Court	Bailiff	\$11.00	na			
Emergency Services	On-Call EMT	\$7.25	na			
	On-Duty EMT	\$11.50	\$13.00			
Highway & Parks Seasonal	Paramedic Replacement	\$14.50	\$15.50			
	Seasonal Class I (start)	\$11.75	\$13.00			
	Seasonal Class II (second year)	\$13.75	\$13.50			
	Seasonal Class III (third year) & CDL	\$13.75	\$14.00			
	Security Class IV	\$14.50	na			
	Stand by Bridge tender	\$17.75	na			
Library	Page Class I	\$11.00	na			
	Page Class II	\$12.00	na			
	Page Class III	\$13.00	na			
Museum	Museum Director	\$13.25	\$13.00			
	Assistant Curator - Part time	\$12.50	\$13.00			
Sheriff's Department	Non Sworn Reserve Deputy	\$14.00	\$1.50			
	Sworn Reserve Deputy	\$15.75	na			
	Reserve Coordinator - \$17.00 per hour	\$17.00	na			
	Court Security Class I	\$16.50	na			
	Court Security Class II	\$17.00	na			
	Court Security Class III	\$17.50	na			

Total of 2019 Approved Changes (Approved by Oversight and Administration) \$234,139

Total of 2020 Proposed Changes \$214,891

\$449,430



DOOR COUNTY

**Resolution No. 2019-80
APPROVING THE FORMATION
OF A 2020 CENSUS COMPLETE COUNT COMMITTEE**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUSSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEIMAS	X		
NORTON	X		
ROBILLARD	X		
VIRLEE	X		
VILJES WOTACHIEK	X		
WAIT	X		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 1st: Wait Defeated:
 2nd: Wait
 No: 0 Yes: 01 Exc: 0

Reviewed by: [Signature] Corp. Counsel
 Reviewed by: [Signature] Administrator
FISCAL IMPACT: Per diems/expenses for the Complete Count Committee will be part of the County Board's 2020 budget and monies can be transferred as needed from the contingency in 2019. STW

Certification:
 I, Jil Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 12th day of November, 2019 by the Door County Board of Supervisors.
[Signature]
 Jil Lau,
 County Clerk, Door County

1 **WHEREAS**, The United States Constitution [Article I, Section 2]
 2 requires a Census of the population of our nation every ten years; and
 3
 4 **WHEREAS**, Census information is used to determine the number of
 5 seats Wisconsin has in the United States House of Representatives and to
 6 redraw legislative districts in Wisconsin's legislature and local units of
 7 government; and
 8
 9 **WHEREAS**, Having an accurate and complete Census count is
 10 important to our community in determining federal funding, state aid and
 11 grants, economic development, and many other purposes; and
 12
 13 **WHEREAS**, Every resident of the County of Door counts and deserves
 14 to be counted.
 15
 16 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
 17 of Supervisors hereby recognizes the importance of the 2020 Census.
 18
 19 **BE IT FURTHER RESOLVED**, That the Door County Board of
 20 Supervisors hereby forms a Complete Count Committee to increase
 21 awareness about the census, motivate residents of the County of Door to
 22 respond and assure that all residents of the County of Door are counted.
 23
 24 **BE IT FURTHER RESOLVED**, That the Door County Board of
 25 Supervisors hereby authorizes the County Administrator, in consultation
 26 with the County Clerk, to appoint members of the Complete Count
 27 Committee and appropriate subcommittee(s) of the Complete Count
 28 Committee as needed.
 29
 30 **BE IT FURTHER RESOLVED**, That Committee members are entitled
 31 to compensation, mileage and reimbursement per the *Rules of Order*.

SUBMITTED BY:
[Signature]
 David Lienau, Chairman
 Door County Board of Supervisors



DOOR COUNTY

Resolution No. 2019-81

**NON-COMMERCIAL HANGAR SITE LEASE AGREEMENT
#13 PAUL CECIL #35 DAVID SHEPARD #37 ROBERT ENLOW
#56 TIM BERG #65 KELLY HAFEMAN #67 DAVID MICHAUD**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LITENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VIRLEE	✓		
VLES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Neinas Defeated

2nd Fisher

Yes 21 No 0 Exc: 0

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: The fiscal impact would be the certainty of revenues for a given period of time. Lease revenues to be recorded in the year of service.
MEJ

Certification:

I, JIM LAU, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of December, 2019 by the Door County Board of Supervisors.

[Signature]
JIM LAU
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Rule No. 34 of the Rules of Order provides, in
2 pertinent part, that "...(a)ny contract with a term in excess of three (3)
3 years is subject to review and approval by the County Board..."; and
4

5 **WHEREAS**, Private and Public concerns have been reluctant to
6 construct or operate private non-commercial hangars at the Door
7 County Cherryland Airport; and
8

9 **WHEREAS**, The Highway & Airport Committee deems the
10 presence of non-commercial hangars at the Door County Cherryland
11 Airport to be advantageous to the Airport; and
12

13 **WHEREAS**, The Highway & Airport Committee believes it is
14 reasonable and necessary to offer multi-year non-commercial
15 hangar site lease agreements as an incentive to stimulate the growth
16 and development of the Door County Cherryland Airport.
17

18 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
19 Board of Supervisors does hereby give approval to the Highway &
20 Airport Committee to enter into a 10 year non-commercial hangar
21 site lease agreement, with a 10 year renewal clause, for the parcel(s)
22 of land on which Building No. 13, 35, 37, 56, 65, & 67 have been
23 constructed.

**SUBMITTED BY:
Highway and Airport Committee**

[Signature]
John Neinas, Chairperson

[Signature]
Roy Englebert

[Signature]
Ken Fisher

[Signature]
Joel Gunnlaugsson

[Signature]
Randy Halstead



DOOR COUNTY

**Resolution No. 2019-82
PURCHASE OF STREET SWEEPER
Highway and Airport Department**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	<		
BACON	<		
BULTMAN	<		
CHOMEAU	<		
D. ENGLEBERT	<		
R. ENGLEBERT	<		
ENIGL	<		
FISHER	<		
GUNNLAUGSSON	<		
HALSTEAD	<		
HEIM PETER	<		
KOCH	<		
KOHOUT	<		
LIENAU	<		
LUNDAHL	<		
NEINAS	<		
NORTON	<		
ROBILLARD	<		
VIRLEE	<		
VLIES WOTACHEK	<		
WALT	<		

1 **WHEREAS**, The Door County Highway Committee deems it
2 necessary to purchase a new street sweeper for use in its Highway
3 Operations; and

4 **WHEREAS**, On November 11, 2019, the Highway and Airport
5 Committee reviewed bids from the cooperative purchasing agency
6 Sourcewell, for the purchase of the equipment with the following
7 recommendation for award,
8

9 MacQueen Equipment \$282,967.00

10 **WHEREAS**, Funds are available, within the Highway
11 Department's 2020 budget, to use for this purpose.
12

13 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
14 Board of Supervisors does hereby authorize the Door County
15 Highway Committee to purchase a new street sweeper from
16 MacQueen Equipment, for a price of \$282,967 FOB Sturgeon Bay,
17
18
19 Wl.

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted Deleted

1st Neinas Deleted

2nd Fisher

Yea: 12 No: 0 Exc: 0

**SUBMITTED BY:
HIGHWAY & AIRPORT COMMITTEE**

John Neinas Roy Englebert
John Neinas, Chairman Roy Englebert

Joel Gunnlaugsson Randy Halstead
Joel Gunnlaugsson Randy Halstead

Ken Fisher
Ken Fisher

Reviewed by:
[Signature], Corp. Counsel

Reviewed by:
[Signature], Administrator

FISCAL IMPACT: The new Street Sweeper is included in the 2020 adopted budget in the amount of \$285,000. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of December, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County



DOOR COUNTY

Resolution No. 2019-83

APPROVAL OF WDCF-DSP PSP INNOVATION ZONE GRANT TO THE HEALTH & HUMAN SERVICES DEPARTMENT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members table with columns: Aye, Nay, Exc. and rows for board members including AUSTAD, BACON, BULTMAN, etc.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Form for Board Action with fields for Motion to Approve, Adopted, Deleted, and Yes/No/Exc counts.

Form for FISCAL IMPACT with fields for Reviewed by (Corp. Counsel, Administrator) and a text area for impact details.

Certification:

Text block for certification by the County Clerk, Jill M. Lau.

Signature of Jill M. Lau, County Clerk, Door County.

1 WHEREAS, § 59.52(19), Wis. Stats. empowers the County Board to accept
2 donations, gifts, or grants of money for any public governmental purpose within the
3 powers of the County; and

4 WHEREAS, Resolution 75-84 entitled "Gifts, Grants & Donations to the
5 County of Door" requires approval of the Door County Board of Supervisors, for
6 acceptance of all donations, gifts, and grants whether in the form of money, or
7 personal or real property; and

8 WHEREAS, Rule of Order # 38, entitled 'Donations, Gifts or Grants',
9 authorized an oversight committee to accept donations, gifts or grants; requires
10 County Board be provided notice of any donation, gift or grant in excess of \$1,000
11 prior to acceptance; and requires that an itemized report of all donations, gifts or
12 grants shall be submitted to the county board on an annual basis; and

13 WHEREAS, The Wisconsin Department of Children and Families-Division of
14 Safety and Permanence ("WDCF-DSP") has offered a three year grant totaling
15 \$177,690.00 (\$26,450.00 for 2020, \$75,970.00 for 2021, and \$75,270.00 for 2022)
16 to the Door County Department of Health and Human Services ("DCHHS"), for
17 the Parents Supporting Parents ("PSP") Innovation Zone to develop a Parents
18 Supporting Parents model that is aimed at empowering parents with lived
19 experience in the child welfare system; and

20 WHEREAS, The Door County Human Services Board ("DCHSB") approved
21 both the application for and acceptance of the aforesaid grant.

22 NOW THEREFORE, BE IT RESOLVED, That the Door County Board of
23 Supervisors does hereby accept the WDCF-DSP PSP grant, in the amounts and
24 for the purposes described above and in Addendum A (attached hereto and
25 incorporated herein by reference); and

26 BE IT FURTHER RESOLVED, That the aforesaid grant and donation shall be
27 administered by the DCHSB, subject to oversight by the DCHSB.

SUBMITTED BY: Human Services Board

Signatures of Helen Bacon, Chair; Nissa Norton; Bob Bultman; Laura Viles Wotachek; Megan Lundahl; James F. Heise, MD; Thomas Leist; Joe Miller; Robert Rau.



Door County Health and Human Services

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

ADDENDUM A
Attachment to Resolution 2019-83

Joseph Krebsbach, Director
First Floor Fax 920-746-2355
Second Floor Fax 920-746-2349
dhs@co.door.wi.us

DATE: November 11, 2019
TO: Human Services Board
cc: County Board
FROM: Cori McFarlane, Deputy Director
RE: Parents Supporting Parents Grant

On November 8, we were notified by the Wisconsin Department of Children and Families (DCF) that Door County Department of Human Services was accepted for participation as one of three *Parents Supporting Parenting* (PSP) Innovation Zones. This is a three-year grant that we submitted on a short turn-around at the end of September. Funding awards are as follows:

Planning Year (1/1/2020 - 12/31/2020)	Initial Implementation Year (1/1/2021 - 12/31/2021)	Ongoing Implementation Year (1/1/2022 - 12/31/2022)
\$ 26,450	\$ 75,970	\$ 75,270

Parents Supporting Parenting is an evidence-based model that began in Iowa. The model is aimed at empowering parents with lived experience in the child welfare system. It involves hiring parents who have had experience with having their children placed in out-of-home care in the past to serve as mentors and supports for parents now going through that experience. This model lines up well with the trauma informed care approach that our agency and community are embracing.

While our Division of Children and Families will oversee the project, it is our intention to contract with the United Way/Door County Partnership for Children and Families to employ the parent peers. The Partnership for Children and Families has a successful *Community Connections Program* that utilizes a similar peer-based approach that we would like to build upon. We will be having conversations with DCF in the coming weeks to discuss details of implementation.



DOOR COUNTY

**Resolution No. 2019-84
APPROVAL OF DESIGN DEVELOPMENT
FOR THE DOOR COUNTY SHERIFF'S DEPARTMENT
VEHICLE STORAGE AND EVIDENCE FACILITY PROJECT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	<		
BULTMAN		✓	
CHOMEAU	✓		
D. ENGLEBERT	<		
R. ENGLEBERT	✓		
ENIGL	<		
FISHER	<		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIN PETER	✓		
KOCH	<		
KOHOUT	✓		
LIENAU	<		
LUNDAHL	<		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VRILEE	✓		
VLIES WOTACHEK	<		
WAIT	✓		

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Defeated

1st: Austad
2nd: Kohout

Yes: 20 No: 1 Exc: 0

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The 2019 Budget includes \$200,000 in budgeted expenditures for this project. The 2020 Budget includes \$150,000 in budgeted expenses for this project. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of December, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Capital planning for this Project has been done, as part of
2 the County's current Capital Improvement Plan, and funds totaling three
3 hundred fifty thousand dollars (\$350,000) have been set aside for this
4 Project; and

5 **WHEREAS**, Retention of a design professional and needs assessment
6 was authorized by Resolution No. 2019-17 for the design development and
7 estimating phase. The design development and cost estimates were
8 favorably reviewed by the Facilities and Parks Committee; and

9 **WHEREAS**, It is deemed appropriate to proceed with the construction
10 documents phase, competitive bidding phase, and the construction phase
11 services for this project; and

12 **WHEREAS**, This Project is considered to be advantageous to the
13 County, and serves public purposes; and

14 **WHEREAS**, This Project has been reviewed, and is viewed favorably,
15 by the Public Safety Committee.

16 **NOW, THEREFORE, BE IT RESOLVED**, by the Door County Board
17 of Supervisors, that the County Administrator or his designee(s), subject to
18 the general oversight of the Facilities and Parks Committee, is authorized
19 with the construction documents phase, competitive bidding
20 phase, and the construction phase services for this project.

21 **BE IT FURTHER RESOLVED**, by the Door County Board of
22 Supervisors, that up to three hundred fifty thousand dollars (\$350,000),
23 may be expended for this Project.

24 **BE IT FURTHER RESOLVED**, by the Door County Board of
25 Supervisors, that the review requirements of Resolution 2019-17 have
26 been met.

**SUBMITTED BY:
Facilities & Parks Committee**

Dan Austad Dan Austad, Chairperson
Helena Bacon Helena Bacon
Roy Englebert Roy Englebert
Ken Fisher Ken Fisher

Randy Halstead Randy Halstead
Susan Kohout Susan Kohout
Richard Virlee Richard Virlee



DOOR COUNTY

**Resolution No. 2019-85
APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE DOOR
COUNTY SHERIFF'S OFFICE**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HALSTEAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LIEHAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VIRLEE	✓		
VLIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted

1st: Joel Gunnlaugsson Debated

2nd: David Englebert

Yes: 21 No: 0 Exc: 0

Reviewed by:

[Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The donated funds will be used for the specified purpose; no additional County funds are required because of the acceptance of this donation. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of December, 2019 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WHEREAS, Section 59.52(19) Wis. Stats. empowers the County Board to accept donations, gifts, or grants of money for any public governmental purpose within the powers of the County; and

WHEREAS, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door" requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts, and grants whether in the form of money, or personal or real property; and

WHEREAS, Rule of Order # 38, entitled "Donations, Gifts or Grants", authorized an oversight committee to accept donations, gifts or grants; requires County Board be provided notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires that an itemized report of all donations, gifts or grants shall be submitted to the county board on an annual basis; and

WHEREAS, The Wisconsin Department of Transportation has approved a \$4,000 grant for the Door County Sheriff's Office to purchase equipment for improving traffic safety in Wisconsin.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the acceptance of the grant to purchase equipment for improving traffic safety in Wisconsin.

BE IT FURTHER RESOLVED, That the aforesaid grant shall be administered by the Door County Sheriff's Office, subject to oversight by the Public Safety Committee.

**SUBMITTED BY:
Public Safety Committee**

[Signature]
Joel Gunnlaugsson, Chairperson

[Signature]
David Englebert

[Signature]
Roy Englebert

[Signature]
Jon Koch

[Signature]
Megan Lundahl

[Signature]
Laura Vlies Wotachek

[Signature]
Linda Wait



Community Development Block Grant Economic Development
Revolving Loan Fund Closeout And Sturgeon Bay-Door County
Economic Development Loan Program

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

- 1 **WHEREAS**, The Community Development Block Grant (CDBG) program is a federal formula-allocated
2 grant program administered by the U.S. Department of Housing and Urban Development (HUD); *and*
3
4 **WHEREAS**, Funding for state-administered CDBG programs is provided to each state by HUD; *and*
5
6 **WHEREAS**, The Wisconsin Department of Administration (DOA) Division of Energy, Housing and
7 Community Resources (DEHCR) is responsible for administering Wisconsin's Community Development
8 Block Grant ("CDBG") Economic Development ("ED") Revolving Loan Fund ("RLF") Program; *and*
9
10 **WHEREAS**, For myriad reasons, including concerns expressed and conditions imposed by HUD, the DOA
11 determined that the appropriate course of action was to discontinue Wisconsin's CDBG ED RLF Program,
12 liquidate the remaining funding, and to ultimately close all CDBG ED RLF's; *and*
13
14 **WHEREAS**, Toward that end the DOA created the CDBG-CLOSE, which is designed to provide the
15 necessary regulatory and financial flexibility for communities to address local needs while simultaneously
16 addressing HUD's concerns and conditions regarding CDBG ED RLF's; *and*
17
18 **WHEREAS**, The County of Door ("County") and City of Sturgeon Bay ("City") each had CDBG ED RLF
19 programs and hold / held CDBG ED RLF funds; *and*
20
21 **WHEREAS**, The City's CDBG ED RLF funds (totaling approximately \$875,000), because it was originally
22 capitalized with payments of loans made from CDBG grant funds awarded prior to January 1, 1992 by the State
23 of Wisconsin and have not received a subsequent award from January 1, 1992 to present from the State of
24 Wisconsin, are not subject to CDBG-CLOSE; *and*
25
26 **WHEREAS**, The County's CDBG ED RLF funds (totaling approximately \$ 1,400,000), because it was
27 funded by a CDBG award made on January 1, 1992 or later, are subject to CDBG-CLOSE ... so the County
28 must: return to the DOA - DEHCR the full balance of its CDBG ED RLF funds, dissolve its RLF under the
29 process identified by the DOA - DEHCR, and complete all documentation required and requested by the DOA
30 - DEHCR; *and*
31
32 **WHEREAS**, Under the CDBG-CLOSE program, all locally held, and funded by a CDBG award made on
33 January 1, 1992 or later, ED RLF's will be held for UGLG's ... and these UGLG's will have non- competitive
34 access to the funds to use as grants for eligible activities; *and*
35
36 **WHEREAS**, UGLG's have up to twenty-four (24) months from the start date of the CDBG-CLOSE program
37 to apply for funding to DEHCR, project activities must usually be completed within twenty-four (24) months from
38 the date the funding is awarded (additional time may be allowed), and funds not disbursed within the specified
39 time limit may be recaptured by DEHCR for reallocation to any other eligible CDBG project; *and*
40
41 **WHEREAS**, The County and City are eligible CDBG-CLOSE applicants; *and*
42
43 **WHEREAS**, Cooperative action by and between the City and County will allow each to leverage their
44 CDBG ED RLF funds, now and in the future, for public purposes and public benefit; *and*
45
46 **WHEREAS**, toward that end it is recommended that:
47
48 ❖ The City have non-competitive access to the County's \$1,400,000 CDBG ED RLF funds...through
49 and subject to CDBG-CLOSE as a grant...for the Westside School Redevelopment Project.
50 ❖ County and City create a "Sturgeon Bay-Door County Economic Development Loan Program" (See:
51 *Addendum A*, attached hereto and incorporated herein by reference as if fully set forth);



DOOR COUNTY

Community Development Block Grant Economic Development Revolving Loan Fund Closeout And Sturgeon Bay-Door County Economic Development Loan Program

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BACON	✓		
BULTMAN	✓		
CHOMEAU	✓		
D. ENGLEBERT	✓		
R. ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNWLAUGSSON	✓		
HALSTAD	✓		
HEIM PETER	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
LUNDAHL	✓		
NEINAS	✓		
NORTON	✓		
ROBILLARD	✓		
VIRLEE	✓		
VILIES WOTACHEK	✓		
WAIT	✓		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted Rejected

1st: D. Englebert Debated

2nd: Heim Peter Seconded

Yes: 11 No: 0 Exc: 0

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT:
Discontinuance of the County's existing Wisconsin CDBG ED RLF programs; and the creation of Sturgeon Bay - Door County Economic Development Loan Programs is consistent with this resolution. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of December, 2017 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

- 1 ❖ The "Sturgeon Bay-Door County Economic Development Loan Program" will initially be funded by the City's \$875,000 CDBG ED RLF dollars and the City will provide an additional \$875,000 over a period not to exceed 15 years.
- 2
- 3
- 4 ❖ Persons throughout Door County may apply for "Sturgeon Bay-Door County Economic Development Loan Program" loans for eligible projects.
- 5
- 6
- 7
- 8 ❖ Any funds remaining in the "Sturgeon Bay-Door County Economic Development Loan Program" after final close-out of the Program will be shared equally between the County and the City.
- 9
- 10
- 11 ❖ The City will provide up to \$400,000 to the County if the County elects to develop a county-wide housing program.
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36

The foregoing will be memorialized by an intergovernmental agreement by and between the County and City.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the County's CDBG ED RLF Closeout and Sturgeon Bay-Door County Economic Development Loan Program as described above.

BE IT FURTHER RESOLVED, That the Door County Board of Supervisors hereby: authorizes the preparation, execution and filing of all documents necessary to effectuate the County's CDBG ED RLF Closeout and creation of the "Sturgeon Bay-Door County Economic Development Loan Program" as described herein; empowers the County Board Chairperson to be the signatory on behalf of the County of Door on all necessary documents; and grants the Door County Economic Development Corporation authority to facilitate closeout of the County's CDBG ED RLF funds and preparation and filing of the appropriate application for funds under the DOA's CDBG-CLOSE program in accordance with this resolution.

BE IT FURTHER RESOLVED, That the County of Door's fiscal obligations are limited to funds appropriated for these purposes pursuant to Section 65.90, Wisconsin Statutes.

SUBMITTED BY: FINANCE COMMITTEE

David Englebert David Englebert, Chair

Nancy Robillard Nancy Robillard

David Enigl David Enigl

Richard Virlee Richard Virlee

Susan Kohout Susan Kohout

Laura Vilies Wotachek Laura Vilies Wotachek

Alexis Heim Peter Alexis Heim Peter

**STURGEON BAY – DOOR COUNTY ECONOMIC DEVELOPMENT
(SBDCE) POLICIES AND PROCEDURES MANUAL**

A Revolving Loan Fund Program Administered by
Door County Economic Development Corporation

Initial draft proposed – September, 2019
Final 11-7-2019

ADDENDUM A to Resolution 2019-86

SBDCEC POLICIES AND PROCEDURES MANUAL
TABLE OF CONTENTS

Table of Contents

1.	GENERAL PROVISIONS	1
1.1	Title	1
1.2	History & Purpose	1
1.3	Definitions	1
1.4	Objectives.....	1
1.5	Amendments.....	2
2.	ADMINISTRATION	3
2.1	Door County Economic Development Board (DCEDC BOARD)	3
2.2	DCEDC Revolving Loan Fund Committee	3
2.3	DCEDC Program Administrator	3
2.4	Conflict of Interest	4
2.5	Confidential Information.....	4
3.	ELIGIBILITY.....	5
4.	LOAN TYPES.....	6
5.	APPLICATION PROCEDURES	9
7.	POST LOAN APPROVAL REQUIREMENTS.....	13
8.	ADMINISTRATION AND LOAN SERVICING.....	15
9.	ADDENDUM B: RECORDS & RETENTION	16

SBDCED POLICY & PROCEDURES**1. GENERAL PROVISIONS****1.1 Title**

These regulations shall hereinafter be known, cited, and referred to as the "Sturgeon Bay and Door County Economic Development Loan Fund (SBDCED Loan Fund) Policies and Procedures Manual"

1.2 History & Purpose

The SBDCED Loan Fund was established after the State ended the Federal Revolving Loan Program in 2019. The City and County worked cooperatively to establish a new countywide program to meet the financing gaps for businesses. The program was initially funded with dollars from both the City and County.

This manual sets forth criteria that shall govern the Sturgeon Bay Door County Economic Development Loan Fund (hereinafter referred to as the Program).

1.3 Definitions

Fixed Asset Investment:	Expenditures on land, buildings, machinery and equipment.
Leveraging Funds:	Owner equity and sources of funds other than the SBDCED Loan Fund. Matching funds may include loans to be repaid to other state or federal programs, grants from state or local partners. Match does not include: <ul style="list-style-type: none"> • In-kind contributions or services; • Existing assets; • Existing equity; • Projected operating cash flow; • Existing bank line of credit amounts (Pre-existing financing); and • Pledge of equity in assets owned outside the business.
Owner Equity:	Owner capital for use in the project. Cannot include equity pledged in outside collateral. Borrowers would need to get a separate loan against such assets and inject the loan proceeds into the business.
Working Capital:	Generally considered the capital of a business which is used in its day-to-day operations, calculated as the current assets minus the current liabilities.

1.4 Objectives

The Program shall serve as an economic stimulus in Door County. Economic development activities assisted with funds made available through the Program are intended to meet defined objectives, including the following:

1. To encourage the leveraging of new private and public investment into Door County in the form of fixed asset investment, particularly in land and buildings, this fund is generally not designed to be a sole source of project financing;
2. To increase tax base for communities in Door County;
3. To encourage creation and retention of permanent jobs that provide quality wages and benefits;

4. To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses;
5. To implement the economic goals and objectives of Door County communities;
6. To maintain and promote a diverse mix of employment opportunities;
7. To promote agricultural, commercial, and industrial development in Door County;
8. To encourage the development and use of modern technology, and create safe and healthy work environments; and
9. To encourage an environmentally sensitive and sustainable business community, and to encourage development within existing countywide infrastructure, as opposed to sprawl, e.g. adjacent to City of Sturgeon Bay infrastructure.
10. To ensure that a Project within a Sewer Service Area is reviewed for potential service connections.

1.5 Amendments

This manual may be amended at any time. Any amendments made to this manual shall be approved by the DCEDC Board, Sturgeon Bay Common Council and the County Finance Committee.

2. ADMINISTRATION

2.1 Door County Economic Development Board (DCEDC BOARD)

The DCEDC Board shall:

- Manage the Program. It will accept the loan funds, assume the loans and legal responsibilities from both the City of Sturgeon Bay and County of Door RLF funds, and act as the oversight Board.
- Have lending authority for the loan funds and shall delegate authority to the DCEDC Revolving Loan Fund Committee to approve loans for up to a maximum of \$400,000 which comply with the policies and procedures set forth for each loan program.
- Adjust internal policies to meet the needs of the Program.
- Review loan performance and activity reports.
- Approve all litigation costs and deficiency judgments. The DCEDC Board shall approve all collection actions, including collateral foreclosure, repossession, and legal actions.
- Approve all investment policies involving unused funds.
- Ensure a balanced portfolio of loans outstanding.

2.2 DCEDC Revolving Loan Fund Committee

A DCEDC Revolving Loan Fund Committee shall be established to provide the primary oversight to the Program. It shall consist of 5 members and 2 alternates that have skills in business, finance, credit analysis, loan packaging and loan servicing and needs to be cognizant of city and county economic needs and priorities. The committee shall be composed of the following members:

- One member nominated by the City of Sturgeon Bay
- One member nominated by the County of Door
- Three members and 2 alternates nominated by the DCEDC Board

All members and alternates shall be approved by the City, County and DCEDC Board. Alternate(s) shall be eligible to participate in loan review activities and vote upon loan applications whenever regular member(s) are unable to participate due to absences or conflict of interest.

The DCEDC Revolving Loan Fund Committee shall:

- Review loan applications based on the lending authority as governed by the manual.
- Review and approve or deny loan applications up to a maximum of \$100,000 without board approval.
- Review and make a recommendation to the DCEDC Board regarding loan applications over \$100,000. Board approval is required for loans over \$100,000.
- Approve all amendments to loan terms and conditions after loans are closed based on the outstanding balance
- Comply with the Wisconsin Open Meetings Law

2.3 DCEDC Program Administrator

The Program Administrator shall be the DCEDC Executive Director and other DCEDC staff as designated. The Program Administrator shall:

- Manage loan portfolios on a daily basis – make recommendations as appropriate, and oversee the underwriting, closing, and collection on loans in full accordance with the lending policies and procedures established by the DCEDC Board.
- Provide administrative services for the orderly administration of the Program.
- Review all loan application and ensure they are complete before forwarding onto the DCEDC Revolving Loan Fund Committee.
- Maintain separate accounting records, prepare reports on the use of program funds, and keep the Board advised on any loan delinquency and default issues.

- Prepare the necessary performance reports for the DCEDC Board, the City and County on a semi-annual basis.
- Contract for any other services as necessary, including legal counsel, auditing firm, etc. as directed by and paid for as authorized by the DCEDC Board.
- Be responsible for the investment of loan funds in an FDIC insured interest bearing account.
- Engage in marketing to increase awareness of the program

2.4 Conflict of Interest

A *Conflict of Interest* includes situations when a DCEDC Board Member or Revolving Loan Fund Committee member's personal financial interests or fiduciary duties owed to third parties, such as immediate family, may compromise, or have the appearance of compromising, the DCEDC Board or Revolving Loan Fund Committee member's professional judgment or behavior in carrying out his or her obligation to the Program.

Examples of conflicts of interest include but are not limited to situations in which a Board Member or Loan Review Committee member:

1. Involved in any activity or holding any outside interests that conflict or suggest a potential conflict with the Program.
2. Involved in or owning any business investments which are related to or connected with the Program.
3. Is Presently involved in or contemplating any legal action against the Program.
4. Is Applying for, or receiving, any special services, grants, loans or other benefits provided by the Program, or have pending contracts with the Program.

The DCEDC Board shall maintain a policy to address how issues of actual, potential and perceived conflicts of interest involving Board members should be identified, disclosed and managed. Board Members and Revolving Loan Fund Committee members having voting authority will complete a Conflict of Interest form annually. The forms will be reviewed for conflicts by the Program Administrator and remedial actions identified. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure.

Board members and Revolving Loan Fund Committee members that have a conflict of interest shall abstain from participating in, or voting on, any loan applications or issues to which the conflict pertains.

2.5 Confidential Information

While serving as a representative of the Program, members will have access to and become familiar with various confidential information including: client names, key management, proprietary information, financial data, etc. Representatives of the Program acknowledge that this confidential information is owned and shall continue to be owned solely by the Program.

Representatives shall not use this information for any purpose or divulge this information to any persons outside of the Program unless this information is presented during open meeting sessions where the public is allowed to be present, has already become common knowledge, or being compelled to disclose it by virtue of governmental or legal process.

3. ELIGIBILITY

3.1 Eligible Area

The area served by the Program shall lie within Door County Wisconsin.

3.2 Eligible Applicants

Applications may be submitted by the sole proprietor, managing partner or member, or Chief Executive Officer of any business wishing to establish a new operation or expand an existing operation in Door County Wisconsin. Applicants shall submit an application using the most current form available from the DCEDC, or the DCEDC website at www.DoorCountyBusiness.com.

Applicants must demonstrate that the proposed project is viable and that the business will have the economic ability to repay the funds. Applicants shall comply with all applicable local, state, and federal laws and codes. Applicants must agree to remain physically located in Door County during the term of the loan.

Business and proposed use of funds must be in Door County. Each Applicant is expected to have good character, strong commitment to their business idea, signs of feasibility and economic viability, and a credit history to suggest a reasonable assurance the loan will be repaid. The applicant should have some management skills or relevant industry experience to support the project's purpose.

To qualify for funding, eligible applicants must complete an application and submit all relevant supporting documentation. Only when all the necessary documentation has been submitted will the application be processed and presented to the DCEDC Revolving Loan Fund Committee for formal action.

All Applicants must be current in all tax payments at all levels, including any fees to be assessed by the municipality, or be current in an approved plan to pay taxes or fees.

No member or any other official, employee, or agent of DCEDC, or anyone who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program. Anyone receiving financial assistance under this program who would be eligible for a position involving decision-making on behalf of the Program, will require approval by the DCEDC Board and a written agreement that describes the position and obligation of each party.

3.3 Eligible Activities

The loans shall primarily finance small to medium sized projects with business loans at or below market interest rates that provide an economic benefit to the County. Projects proposed for funding must address one or more of these objectives:

1. Acquisition of land, buildings, and fixed equipment. The borrower must occupy at least 51% of the leasable space in the purchase of real estate with mixed use of residential and commercial space. Investment properties (all commercial tenants where the borrower occupies a portion of the space) will be considered on a case-by-case basis.
2. Approved site preparation, construction, and reconstruction for non-speculative projects;
3. Installation of fixed equipment providing that installation costs are less than 10% of the cost of the equipment.
4. Approved clearance, demolition, removal, rehabilitation or construction of buildings and improvements;
5. Payment of assessments for sewer, water, street, and other public utilities, if the provision of the facilities help business expand;
6. Working Capital, which finances short-term operating expenses.

7. Micro financing;
8. Financial assistance for recovery expenses incurred from a governor-declared natural disaster.

3.4 Ineligible Activities

The Program shall not be used for any of the following activities:

1. Refinancing or consolidation of existing debt;
2. Specialized equipment that is not essential to the business operation;
3. Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation);
4. Non-business expenses;
5. Routine maintenance;
6. Relocation of a business from one community within the region County to another community within the County without extenuating circumstances;
7. Compensation for a fundamental business weakness or a poor credit history; and
8. Other activities the DCEDC or Revolving Loan Fund Committee may identify during administration of the program;
9. Reimbursement for expenditures made prior to loan approval;
10. Other activities that may be identified during the administration of the program.

3.5 Ineligible Businesses

The Program shall not be used to projects relating to the following businesses or activities:

1. Speculative investment companies;
2. Real estate investment companies;
3. Lending institutions;
4. Non-public recreation facilities;
5. Gambling operations and
6. Other businesses not serving the interests of the community.

4. LOAN TYPES

4.1 Revolving Loan Fund

Purpose: The purpose of the RLF is to provide financing to strategically targeted businesses unable to obtain adequate market financing for projects of economic benefit to Door County (e.g., projects that promote economic growth in Door County through recruitment, expansion, and retention of business and industry). The RLF shall provide financing to fill gaps in the local markets and to stimulate private sector capital investments. The RLF shall not be the primary source of financing for projects and will work in partnership with lending institutions.

RLF Terms and Conditions: Loan terms and conditions shall be based on need and ability to repay. Standards shall include the following:

1. **Loan Size:** Loan amounts are subject to fund availability and the scope and type of project being undertaken. Generally, loans shall range in size from \$25,000 to \$400,000 and should represent no more than 50% of a project's total cost, except under special circumstances at the discretion of the loan review committee or Board of Directors. The maximum loan per project is \$400,000.
2. **Owner Equity:** A minimum of 10% equity injection of total project cost is required. (See "Definitions" for

further explanation.) For new businesses a minimum of 10% must be cash injection.

3. Interest Rate & Fees: The interest rate, rate floor, and fees will be established to provide a margin that will compensate for DCEDC's administrative costs. The DCEDC may negotiate the interest rate as appropriate given the risk level, qualitative job creation, community impact, and competitive financing terms. The application fee of \$100 should be submitted with the application and is non-refundable. In addition, the closing fee is 1.0% of the loan amount. Late fees will be 5.0% of the outstanding amount will be levied for payments that are more than fifteen (15) days overdue with a minimum of \$25 and maximum of \$250. The Revolving Loan Fund Committee will have final review and approval of the rate when the loan is presented.
4. Loan Terms.

1	Working Capital and Inventory	Not to exceed 5 year term
2	Machinery, Equipment, and Furniture & Fixtures	Typically 5-7 years, not to exceed 10 years or the life of pledged assets, the lesser thereof
3	Real Estate	Not to exceed 10 year term but may be amortized up to 25 years

Balloon payments may be utilized for all loan types.

5. Collateral. The DCEDC Revolving Loan Fund Committee shall seek the best collateral position possible, including personal assets and personal guarantee. Real estate and equipment are common assets pledged.

Where ideal conditions allow loans to be fully collateralized the following table is a general guide for advance ratios on collateral:

1	Real Estate (except fallow, recreational, or restricted land)	80% of the lowest of the appraised value, the assessed value, and the purchase price. Case-by-case consideration if advance ratio is over 80% for home buyer loans and over 90% for business loans.
	Fallow, recreational, or restricted land	60% of the lower of face or market value if it is fallow, recreational, or restricted land
2	Equipment (medium to large size)	75% of market value
3	Hand held tools and small Equipment	50% of market value, special consideration up to 75% if newly purchased
4	Furniture, Fixtures and Office Equipment	Up to 50% of market value
5	Inventory and Raw Materials	Up to 50%
6	Vehicles (cars & trucks)	75% of blue book value
7	Recreational vehicles	Considered on case-by-case basis, typically no more than 50%
8	Depository accounts	100% if held in reserve for SBDCEd as the lender otherwise considered unsecured
9	Agreements to deliver	Considered unsecured
10	Renewal commissions	Considered unsecured

6. Guarantees. Unlimited personal guarantees are required from any person with a 20% or greater ownership interest in the business. Corporate guarantees are required, if applicable.

7. Repayment. Monthly payments required. Under special circumstances, payment of interest and/or principal may be deferred for a period of time not to exceed twelve (12) months.
8. Prepayment. There shall not be any prepayment penalties.
9. Business Location. Loans are shall be approved by the DCEDC Revolving Loan Fund Committee or DCEDC Board with knowledge and consideration of the location of the business. It is expected that businesses will remain at the location identified in the loan request. Businesses must remain in Door County for the term of the loan; businesses owning (not leasing) their location of operation must obtain DCEDC Revolving Loan Fund Committee approval for relocation plans.

4.2 Micro-Loan Fund

Purpose: The Micro Loan Fund is designed to provide small loans to start-up, newly established or growing small businesses. A key objective of the program is to assist business owners who have traditionally had difficulty accessing debt financing.

Use of Funds: Funds may be used for working capital, inventory purchases, machinery and equipment, furniture, fixtures, supplies, leasehold improvements, minor building renovation/rehabilitation, or natural disaster recovery.

Terms and Conditions: Loan terms and conditions shall be based on need and ability to repay. It is the intent of the Micro loan to be as flexible as possible while operating in accordance with prudent lending policies. Standards shall include the following:

1. Loan Size: \$5,000 to \$25,000
2. Matching Funds: Matching funds shall be a minimum of 20% of the project costs.
3. Interest Rate. The interest rate shall be determined by the DCEDC loan committee.
4. Loan Terms. Not to exceed 5 years. Consideration shall be given to the type of assets pledged.
5. Collateral. Collateral is required and will usually take the form of a security interest in all of the applicant's assets. Real estate and equipment are common assets pledged.
6. Personal Guarantees. Unlimited personal guarantees are required from any person with a 20% or greater ownership interest in the business.
7. Repayment. Monthly payments are required. Under special circumstances, payment of interest and/or principal may be deferred with Board approval for a period of time not to exceed twelve (12) months. Requests for consideration to extend deferred payments may be considered by the Board on an annual basis. Interest only loans should be reviewed a minimum of every six (6) months. Loans that defer principal and interest should be monitored every month until payments resume whereby the next review should be scheduled within six (6) months.
8. Prepayment. There shall not be any prepayment penalties.
9. Business Location. Loans shall be approved by the DCEDC Revolving Loan Fund Committee with knowledge and consideration of the location of the business. It is expected that businesses will remain at the location identified in the loan request. Businesses must remain in Door County for the term of the loan; businesses owning (not leasing) their location of operation must obtain DCEDC Revolving Loan Committee approval for relocation plans.

5. APPLICATION PROCEDURES

5.1 Requirements

Prior to applying, the applicant shall discuss the project with the Program Administrator. An application form shall be provided to the applicant. The Program Administrator or assigned staff shall assist the applicant, as is reasonably necessary, in completing the application. All financial information shall be kept confidential, except as authorized or required by law.

5.2 Timing

Applications may be submitted at any time during the calendar year.

5.3 Priority

Applications shall be reviewed in the order received. Priorities for loans shall be established by the Program Administrator or assigned staff based on the amount of funds available.

5.4 Economic Development Loan Package

Applicants shall submit a loan package consisting of the following information:

1. Application: A completed application form as provided by the Program Administrator.
2. Business Description: A written description of the business, including the following:
 - a) A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, markets, and products.
 - b) Key customers and clients (confidential except as authorized or required by law).
 - c) A brief personal resume of each principal and officer associated with the business, including: number of years of experience; educational background, and personal involvement in the proposed or existing business.
 - d) Three years of financial history (if applicable), preferably reviewed or audited in accordance with generally accepted accounting principles by an independent accountant, including balance sheets, profit/loss statements, and accountant notes (confidential except as authorized or required by law).
 - e) Personal financial statement, tax returns.
3. Project Description: Explain how the business plans to use the requested funds.
4. Commitments from Private and Other Public Lenders: Include documentation of commitments from all private and other public lenders making loans in the project. Lender commitment letters should include:
 - a) Description of the type of loan being made by the lender (first mortgage, permanent financing, construction financing, etc.) (confidential except as authorized or required by law);
 - b) The amount, interest rate, terms, and security of the loan (confidential except as authorized or required by law); and
 - c) Statement that the loan is contingent only on the receipt of Program financing, if applicable.
5. Projections: Provide balance sheets, income statements, and cash flow statements to clearly show the requested loan is necessary to make the project work (confidential except as authorized or required by law). These should cover a three-year period (or to the projected break-even point) and should assume that the business will receive the requested loan. Financial projections shall be prepared preferably by an independent accountant.

6. Additional Information: Additional information as may be required by the Program Administrator or assigned staff. Certain information provided in the application materials may be deemed confidential by the Program Administrator.

5.5 Application Fee.

All submitted applications shall include the required fee which is non-refundable.

5.6 Review Process

1. Staff Review/Meeting Establishment. The Program Administrator shall compile the application and supporting documents required to underwrite the loan and verify the loan request meets program criteria and follows prescribed standards. The applicant shall be notified as to the date and time of DCEDC Revolving Loan Fund Committee meeting. The applicant is required to attend the meeting.
2. RLF Committee Review: The DCEDC Revolving Loan Fund Committee shall meet in person, teleconference, or video conference to formally review the loan package, the business's historic cash flow and principals' credit score(s). In reviewing the application, the Committee shall ensure that:
 - a) The recipient can repay the proposed assistance
 - b) Project costs are reasonable
 - c) All sources of project financing are committed
 - d) Private capital is invested
 - e) The project is financially feasible
 - f) To the extent practicable, the return on the owner's equity investment will not be unreasonably high
 - g) The project does not enable a business to compete unfairly with existing businesses in the community offering similar goods or services.
3. RLF Committee Action. The DCEDC Revolving Loan Committee may approve, reject, or request additional information about the application. Loan approval requires a minimum of at least 3 votes to be approved or forwarded on to the DCEDC Board. For loans exceeding \$100,000 the Committee shall make a recommendation to the DCEDC Board, with approval or denial of the application being made by the DCEDC Board.
4. DCEDC Board Action. For loans exceeding \$100,000 the DCEDC Board shall review the recommendation of the DCEDC Revolving Loan Fund Committee and shall approve or deny the loan application by majority vote.
5. Commitment Letter: Upon approval by the DCEDC Revolving Loan Fund Committee or DCEDC Board, the Program Administrator shall issue a commitment letter to the loan applicant setting forth the terms and conditions of the loan. A loan closing shall be arranged to execute the necessary loan documents.
6. Rejection Letter: If the application is not approved, the Program Administrator shall send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

5.7 Review Triggers

Changes prior to loan closing the loan request will be brought back to the Committee for reconsideration of the approval. Any of the following changes with approved loans up to the time of closing will trigger a re-review:

1. Change in cash flow (+ or -)
2. Change in lender or lender's terms
3. Change in location for borrowers purchasing real estate for the project
4. A material event (including circumstances that cause the Program Administrator to be uncomfortable).

6. LOAN CLOSING PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan:

1. Acceptance of Loan Terms: Receipt of an executed acceptance of loan terms as provided for in the notice of award.
2. Evidence of Permits, etc.: Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations have been obtained prior to the release of Program funds. The applicant and the project shall be in compliance with municipal and/or County zoning ordinances.
3. Loan Agreement: The Program Administrator, staff or assigned contractor shall prepare a loan agreement, which shall be executed by a DCEDC Revolving Loan Fund Committee officer, Program Administrator, and the Chief Executive Officer of the business.
4. Promissory Note: A promissory note shall be prepared by the Program Administrator, staff or assigned contractor. The promissory note must be signed by the Chief Executive Officer of the business at the time of loan closing. The note must be dated; it must reference the agreement between the Program and the business, and it must specify the amount and terms of the loan funds delivered.
5. Security: Mortgage or lien instruments provided as security for all loans must be prepared by the Program Administrator and executed at the time of the loan closing. The Program Administrator shall record the instrument and place a copy in the project file.
6. Repayment Schedule: A loan repayment schedule shall be prepared by the Program Administrator and be attached to both parties' copies of the loan agreement.
7. Evidence of Program Expenditures: Documentation must be provided by the business to evidence Program expenditures. Documentation shall include invoices, receipts for materials, approved requests for payment, final bills of sale, or canceled checks. All documentation shall be reviewed and approved by the Program Administrator.
8. Fixed Equipment: The Program Administrator shall verify the installation of fixed equipment.
9. Other documentation: As appropriate or necessary, the borrower may be asked to provide the following:
 - a. The Articles of Incorporation and Bylaws
 - b. A certificate of status from the Department of Financial Institutions;
 - c. Debarment Form
 - d. A resolution or agreement to borrow funds;
 - e. Current financial statements;
 - f. Evidence of having secured other funds necessary for the project; and
 - g. Other documentation as required by the Program Administrator.
10. Closing. With the above documentation in place, the Program Administrator or staff will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages and UCC Statements shall be recorded with the County Register of Deeds, Wisconsin Department of Financial Institutions or the proper corresponding equivalent state agency in the business' state of incorporation.
11. Disbursement. Funds will typically be disbursed in proportion with other project funding. Project Expenses incurred and paid by the client prior to loan closing may be counted as part of owner equity or may be reimbursed to the client as a disbursement for eligible expenses, provided the expense incurred was paid not more than nine months prior to the date of the loan closing. If it is requested, the SBDCE loan portion of the project can be funded prior to the senior lender.

7. POST LOAN APPROVAL REQUIREMENTS

7.1 Obligation of Loan Recipient

All applicants shall agree to comply with the following where applicable:

1. The applicant shall create or retain the prescribed number of jobs, if job creation or retention is required under the terms of the loan.
2. The applicant shall not discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5).
3. The applicant shall use the loan money only to pay the cost of services and materials necessary to complete the economic development activities for which the loan funds were awarded and shall permit the Program Administrator the right of audit/inspection to verify compliance.
4. Project must be completed within twenty-four months from the date the funding is awarded.
5. The applicant shall permit inspections by the Program Administrator of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections that include, but may not be limited to, equipment, payrolls, and conditions of employment. The applicant shall comply with requests for inspection within four (4) working days of the request.
6. The applicant shall maintain records on the project as may be requested by the Program Administrator or staff. These files shall be maintained as long as the loan is active.
7. The applicant shall submit progress reports to the Program Administrator or staff in accordance with the schedule in the loan agreement.
8. The applicant shall maintain fire and extended coverage insurance on the project property during the term of the business loan. Sturgeon Bay Door County Revolving Loan Fund shall be listed as a "loss payee" or "mortgagee" insured on the policy. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
9. The applicant must abide by all applicable local, state, and federal laws.

7.2 Approval of Loan Modifications

On occasion circumstances arise that prompt the borrower to request a modification to the loan terms, collateral or security. It is understood that time is of the essence with loan modification requests; however, all requests should have at least 2 weeks lead time for preparation and presentation to the appropriate level of authority. Loan modifications will be approved or denied by the same DCEDC authority based on the balance of the loan at the time of the Modification Request.

1. Collateral Substitutions can be approved by the DCEDC Board Chair.
2. Subordinations and Collateral Releases can be approved by DCEDC's Executive Committee.
3. Payment and Terms modifications will be approved by DCEDC Board.

7.3 Private & Other Public Leverage Commitments

The Program Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and cancelled checks.

7.4 Hiring of New Employees

The Program Administrator shall monitor the recipient's progress in meeting job creation or retention goals, if required. Job creation/retention will be documented through the job status summary report, payroll reports, and UCT 101 on an annual basis.

7.5 Default

1. In addition to any other grounds specified in the loan agreement, the following shall also be considered grounds for default;
 - a. Failure of the business to make any payment of principal or interest within 30 days after the payment is due and payable
 - b. Defaulting on other loans with private or other public lenders;
 - c. Cessation of operations or movement of the business or industry from Door County
 - d. Sale of the business
 - e. Death of an owner
 - f. Failure to comply materially with the obligations of loan recipient under section 7.1.
2. In the event of default, all sums due and owing the SBD CED Loan Fund shall become immediately due and payable. To exercise this option, the Program Administrator shall send a written notice to the business. The notice shall specify the following:
 - a. The default;
 - b. The action required to cure the default;
 - c. A date by which the default must be cured to avoid foreclosure or other collective action; and
 - d. Any penalties incurred as a result of the default, jobs, etc.

8. ADMINISTRATION AND LOAN SERVICING

8.1 Program Funds

1. **Repaid Funds:** Repaid funds shall be deposited into the SBDCE Loan Fund Loan account and used in a manner consistent with the current Program Policies and Procedures. A separate accounting record for each loan shall be kept to account for all funds loaned.
2. **Administrative Fee:** A flat fee of \$20,000 plus a 3% fee for managed loans shall be charged for the program administration. Managed loans are calculated on the average principal balance for all loans on a quarterly basis (Jan 1, April 1, July 1, Oct 1). The current year Administrative Fee and the rate for the next fiscal year shall be reviewed and approved by the City and County in October for budgeting purposes. Administrative Fees are charge directly against loan SBDCE Loan Fund.

8.2 Loan Servicing

The Program Administrator shall be responsible for day-to-day administration of the Program's portfolio, including establishment and maintenance of recordkeeping and tickler file systems, preparing and submitting progress reports, collecting and analyzing financial statements, conducting field visits, monitoring repayments on loans and working with problem loans. The Program may engage outside professionals to assist the Program Administrator.

8.3 Monitoring

The Program Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to evaluate the ability of the borrower to continue repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met, particularly in regard to job creation and expenditures of matching funds.

A loan servicing file shall be established and maintained for each loan recipient that includes all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable; and documentation for job creation and retention.

8.4 Record Keeping

The Program's financial management records must be comprehensive and designed to provide the following information:

1. A SBDCE Loan Fund Register that records all deposits and disbursements to and from the Program, including funds used for the Program's administration.
2. SBDCE Loan Fund Repayment Register that records repayments made by each business which has received a loan from the Program. It also tracks the balance of repayments from all loans from the Program.
3. A Collection Register for every loan made. Each register contains the business name, loan date, loan amount, terms, and date repayment begins. Payments are divided into principal and interest payments with a declining principal balance.
4. Records retention shall follow Addendum B.

9. ADDENDUM B: RECORDS & RETENTION

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files by the DCEDC. Authorized personnel shall maintain all project files in a secure place with limited access.

A documentation file should be established and maintained by the DCEDC for each loan recipient and contain the following:

1. Loan Application. All applications, business financial statements, personal financial statements, credit reports, resumes, business plan documents, and other supporting loan information submitted to DCEDC, including all applicable correspondence, shall be placed in a permanent file.
2. Loan Approval. This file must contain action taken on the loan and will include recommendations and evidence of loan approval.
3. Loan Closing. All legal documents, including, but not limited to debt, and security instruments, loan agreements, and other applicable documents made in accordance with loan disbursement procedures. On a case-by-case basis, Counsel shall be retained to ensure file compliance and proper documentation.
4. Tickler System. Notices shall be generated systematically to serve as a reminder on time-sensitive items. Tracking such information is vital in protecting security interests, ensuring lien perfection, and monitoring loan performance.
5. General Information. Standard loan recipient reporting and contact should be made to properly assess credit risk and any deficiencies that may exist. In all cases, one or more of the following should occur on an annual basis:
 - a) Financial statements prepared by a qualified accountant and submitted in a form acceptable to the Committee;
 - b) Letters and progress reports;
 - c) Site visits and/or management conference calls. A summary of any visits or calls shall be logged for future reference;
 - d) Amortization, reconciliation, and repayment monitoring to target unwanted credit behaviors and to assist in uncovering larger issues;
 - e) Loan reviews shall be performed through a culmination of collecting and analyzing the above mentioned.

RECORDS RETENTION & DESTRUCTION POLICY

This policy contains a guide for the initial maintenance, retention and disposal schedule for physical records of DCEDC and the retention and disposal schedule of electronic documents. DCEDC is in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule is followed.

1) Suspension of Record Disposal In Event of Litigation or Claims

In the event DCEDC is served with any subpoena or request for records or any member becomes aware of governmental investigation or audit concerning the Program such member shall inform the DCEDC Chair or Program Administrator. The DCEDC Chair and Program Administrator shall take such steps as necessary to promptly inform all members of any suspension in the further disposal of records.

2) Applicability

This policy applies to all records generated in the course of SBD CED Revolving Loan Fund operation, including both original documents and reproductions. This policy does not apply to independent contractor records as we depend on vendors to set appropriate retention policies.

3) Destruction Policy

The DCEDC Program Administrator is in charge of determining obsolete SBD CED Revolving Loan Fund records that can be destroyed.

RECORDS RETENTION SCHEDULE

1. ACCOUNTING AND FINANCE:	7 Years
2. LOAN DOCUMENTATION:	7 Years
3. CONTRACTS:	7 Years
4. CORPORATE RECORDS:	7 Years
5. CORRESPONDENCE AND INTERNAL MEMORANDA	
Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support.	
6. ELECTRONIC DOCUMENTS:	7 Years
7. LEGAL FILES AND PAPERS:	10 Years
8. MISCELLANEOUS:	7 Years
9. PERSONNEL RECORDS:	7 Years
10. PROPERTY RECORDS:	7 Years
11. TAX RECORDS	7 Years



Resolution No. 2019-87

APPOINTMENT TO COMMITTEES, COMMISSIONS & BOARDS

DOOR COUNTY

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			/
R. ENGLEBERT			
ENGL			/
FISHER			/
GUNNLAUGSSON			
HALSTEAD			
HELM PETER			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
WIRLEE			
VLIES WOTACHEK			
WAIT			

1 **WHEREAS**, Pursuant to Section 59.18(2)(c) Wisconsin
 2 Statutes, the duties and powers of a County Administrator include
 3 appointment of "...the members of all boards and commissions
 4 where the statutes provide that such appointment shall be made by
 5 the county board or by the chairperson of the county board"; and

6 **WHEREAS**, "All appointments to boards and commissions by
 7 the County Administrator shall be subject to the confirmation of the
 8 County Board" per Section 59.18(2)(c), Wisconsin Statutes; and

9 **WHEREAS**, The Rules of Order confers the power to appoint
 10 the members of certain committees upon the Chairperson of the
 11 County Board, subject to the confirmation of the County Board; and

12 **WHEREAS**, The appointments set forth on Exhibit A, attached
 13 hereto and incorporated herein by reference, are submitted for
 14 County Board confirmation.

15 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
 16 Board of Supervisors hereby confirms the proposed appointment to
 17 boards, commissions, and committees as set forth in Exhibits A.
 18
 19
 20

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted Defeated

1st Ensl 2nd Norton

Yes: No: Exc:

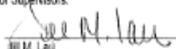
Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: There is no additional fiscal implication with the adoption of this resolution. MEJ

Certification:

I, Jill M. Law, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of December, 2019 by the Door County Board of Supervisors.


 Jill M. Law
 County Clerk, Door County

SUBMITTED BY:

David Lienau, Chairman
Door County Board of Supervisors

Ken Pabich
County Administrator



County of Door
COUNTY ADMINISTRATOR

County Government Center
 421 Nebraska Street
 Sturgeon Bay, WI 54235

Ken Pabich
 County Administrator
 (920) 746-2303
 kpabich@co.door.wi.us

MEMORANDUM

TO: Dave Lienau, Chairman, County Board of Supervisors
 FROM: Ken Pabich
 County Administrator
 DATE: December 12, 2019
 RE: Appointments to Boards/Commissions

Subject to confirmation by the Door County Board of Supervisors, I respectfully submit the following nominations for appointment:

	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
<u>BOARD OF HEALTH</u> James F. Heise, MD	December 2019	(* April 2020) (This will be combined with Human Services Board in April 2020)
<u>HOUSING AUTHORITY</u> (5 yr.) Mary Bink	December 2019	December 2024
<u>HUMAN SERVICES BOARD</u> (3 yr.) * Bob Bultman * Laura Vlies Wotachek James F. Heise., MD	December 2019 December 2019 December 2019	(* April 2020) (* April 2020) (* April 2020)
	*Adjusting appointments above to match term of County Board Supervisors.	
<u>VETERANS SERVICE COMMISSION</u> (3 yr.) William H. Karas	December 2019	December 2022
<u>CCS/CST Coordinating Committee</u> Brian O'Handley (filling position held by Ann Smejkal)		
<u>Children's COP Advisory Committee</u> Brian O'Handley (filling position held by Ann Smejkal) Dori Goddard (additional staff member on Committee)		
<u>Highway Safety Commission</u> Pat McCarty (additional Alternate to Tammy Stenard) DOT Appt: Randy Wiessinger (replacing Michael Panosh)		

New Member Bio:

My name is Brian O’Handley, principal for Sawyer and Sunrise Elementary Schools for Sturgeon Bay Public Schools. I have been an educator for over twenty years. Prior to teaching, I served in the U.S. Navy. I then earned both my Bachelor and Master’s degrees in education at UW-Oshkosh. Prior to teaching, I worked as a school bus driver for three years while attending college. I then moved from the bus driver’s seat to the classroom, where I taught at both the middle and elementary levels. My teaching career began in Omro, Wisconsin, then in Hillsboro, Oregon, and finally at my last teaching position for the Sevastopol Public School District. While I miss working with students as a classroom teacher, I am proud to serve the students, families and staff of Sturgeon Bay Schools as a school administrator.

While I am not a Door County native, two of my children are. I grew up in Upstate New York and the Canadian province of Nova Scotia. My wife and I are very happy to be raising our family here in Sturgeon Bay and to call Door County home.

COUNTY BOARD CHAIRMAN APPOINTMENT

	TERM BEGINS	TERM ENDS
<u>ECONOMIC DEVELOPMENT</u> (2 yr. *)		
* Helen Bacon (CB Supervisor currently serving)	December 2019	(April 2020 *)
	*Adjusting appointment to match term of County Board Supervisors	



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
HEIM PETER			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
VIJLIEE			
VLIES WOTACHEK			
WAIT			

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve: Adopted
 Defeated

1st Kenn Fisher
 2nd Susan Kohout

Yes: ___ No: ___ Exc: ___

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The addition of Alternative Work Schedules to the Administrative Manual are clarifications. STW

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of December, 2019 by the Door County Board of Supervisors.

[Signature]
 Jill M. Lau
 County Clerk, Door County

Resolution No. 2019-88
AMENDMENT TO DOOR COUNTY ADMINISTRATIVE MANUAL
3.00 HOURS OF WORK

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, The *Door County Employee Administrative Manual* was
 2 approved by the County Board's adoption of Resolution No. 2013-69 on
 3 October 22, 2013, and has been in full force and effect from and after January
 4 1, 2014; and

5
 6 **WHEREAS**, Amendments to § 3.0 *Hours of Work – Door County*
 7 *Administrative Manual*, as set forth in *Addendum A* (attached hereto and
 8 incorporated herein by reference as if fully set forth) are deemed both necessary
 9 and appropriate; and

10
 11 **WHEREAS** The oversight committees and Administrative Committee have
 12 reviewed and recommend approval of the proposed amendments.

13
 14 **NOW, THEREFORE, BE IT RESOLVED**, that the Door County Board of
 15 Supervisors does hereby amend the *Door County Administrative Manual - § 3.0*
 16 *Hours of Work* as set forth in *Addendum A* (attached hereto and incorporated
 17 herein by reference as if fully set forth).

18
 19 **BE IT FURTHER RESOLVED**, That the Door County Administrative Manual
 20 shall remain unchanged and will continue in full force and effect except as
 21 amended by this Resolution.

22
 23 **BE IT FINALLY RESOLVED**, That this amendatory Resolution shall be in
 24 full force and effect from and after its adoption by the Door County Board of
 25 Supervisors.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

[Signature] David Lienau, Chairman
[Signature] Susan Kohout
[Signature] Kenneth Fisher
[Signature] John Neinas
[Signature] Dan Austad
[Signature] Nancy Robillard
[Signature] Joel Gunnlaugsson

3.00 HOURS OF WORK

Replaces Policy	340.0 Hours of Work
Adapted per Resolution 16-95	March 28, 1995
Revised per Resolution 2011-42	April 19, 2011
Revised per Resolution 2019-88	December 17, 2019
Reference	HB, XVII section TT. Work Schedule

Reporting to Work

The regular hours of work for Door County employees shall generally be 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour unpaid lunch. Employees are to report to work at the established work site at the established starting time as scheduled by the Department Head or his/her designee. Employees will only be compensated for hours actually worked.

Breaks

One ten (10) minute rest break is allowed for each four (4) hours worked. Scheduled breaks will be in mutual agreement with the Department Head or his/her designee and may be adjusted to meet the Employer's needs.

Modifications to Work Schedules

Any work schedule may be temporarily modified by the department head to meet departmental needs.

Normal Work Week

The normal work week for county employees is set forth below. Flexible time schedules may be approved by the department head. Department heads are to ensure that all flexible schedules comply with all applicable federal and state laws.

Alternative Work Schedules *(Approved October 29, 2019 per Resolution 2019-71)*

Door County ("County") recognizes the importance of its employees having a proper work-life balance. It is understood that allowing employees to have a degree of control over their work schedules may make it easier for them to manage non-job-related responsibilities and to be more efficient and productive at work.

Consequently, the County supports alternative work schedules for employees ... *provided* that such schedules are mutually beneficial to County and employee, and continue to satisfy the needs and objectives of the County.

County Departments ("Department" or "Departments") may, subject to this policy, develop and implement an alternative work schedule.

Alternative Work Schedule Options

- Flexible Daily Schedule.
 - Employee works an eight-hour day, Monday through Friday, but may start earlier than 8:00 a.m. or work later than 4:30 p.m.
 - Such schedules can include start times between the hours of 7:00 a.m. and 10:00 a.m. and end times between the hours of 3:30 p.m. and 6:30 p.m. that vary daily.
 - Start and end times must be on the hour or half-hour and in thirty-minute increments (e.g., start-time of 7:00 a.m.; end-time of 3:30 p.m.)
 - The flexible daily work schedule will be a consistent, approved daily schedule for an individual employee with established starting and ending times that remain the same week after week.

- 4/10 Schedule
 - Forty-hour weeks in four days.
 - Employees on 4/10 schedules work eight ten-hour days per two-week pay period with two days off.
 - Employee's work schedule must fall within Monday through Friday and the hours of 7:00 a.m. and 6:30 p.m.
 - No more than forty-hours can be worked in any one week.
- 9/80 Schedule
 - Employee works eighty-hours in nine, rather than ten, working days per pay period.
 - Employee's work schedule must fall within Monday through Friday and the hours of 7:00 a.m. and 6:30 p.m.
 - Employee works eight nine-hour days, and one eight-hour day each pay period and has one day off every two weeks.
 - The eight-hour day and the day off must fall on the same day of the week (e.g. off first Tuesday, then the eight-hour day must be the second Tuesday).
 - Any employee working a 9/80 schedule must sign a declaration defining the work schedule.
 - The schedule may not be modified without incurring overtime expenses.

Any or all of the foregoing alternative schedule options may be utilized.

Eligibility/Criteria

- Working an alternative work schedule is a privilege, not an employee right.
- Alternative work schedules are not appropriate for all positions, all Departments, or all situations.
- Alternative work schedules, to the extent such are appropriate, should be uniformly available to all positions in a Department.
- The Department Head is responsible for ensuring the fair and equitable administration of this policy to employees.
- Alternative work schedules will not result in a change in the County's or a Department's regular hours of operation.
- Each Department Head is responsible for ensuring that all services of the Department are available to internal and external clients during regular business hours and that the efficiency and effectiveness of the Department's operations will not be interrupted or negatively impacted.

Process

- All requests for an alternative work schedule must be in writing, completed by the employee, and submitted to the Department Head for approval. Requests by Department Heads are to be submitted to the County Administrator.
- Approval or denials by the Department Head (or County Administrator) of such requests must be in writing and provided to the employee.
- Once an alternative work schedule is approved, it cannot change without the prior written permission of the Department Head (or County Administrator).
- All completed and approved requests, and denials, must be sent to the Human Resources Department to be placed in the employee's personnel file.
- Any request for an alternative work schedule option outside the parameters defined in this policy must be reviewed and approved by the Human Resources Director and County Administrator.

Sunset Provision

- This policy sunsets, unless extended, on December 31, 2020.

Department Specific**Government Center Employees**

Government Center hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m., with a 30-minute unpaid lunch. The Government Center is to remain open during the noon hour; each department should plan accordingly.

Building & Grounds Facilities & Parks Employees

Monday through Friday, 7:00 a.m. through 3:30 p.m., 8:00 a.m. to 4:30 p.m., and 2:30 p.m. to 11:00 p.m., with a (30)-minute unpaid lunch.

Monday through Friday, 7:00 a.m. through 3:30 p.m., 8:00 a.m. to 4:30 p.m., and 12:30 p.m. to 9:00 p.m. with a 30-minute unpaid lunch. Parks Division Seasonal staff will be scheduled to meet the demand(s) of the Park(s) activities as required by the Department Head or their designee.

Emergency Services Clerical Staff

Monday through Friday, 8:00 a.m. to 4:30 p.m., with a 30- minute unpaid lunch.

Highway Department (Office)

~~Administrative employees of the Highway Department: The normal work week is Monday through Friday, 7:00 a.m. to 3:30 p.m., with a 10-minute paid break in the morning, and a 30-minute unpaid lunch period. Break times will be as determined by the Highway Commissioner.~~

Highway Employees (General & Office & Airport)

(Except those classified as Bridge Tenders): The normal work week is forty (40) hours per week. Employees normally work eight (8) hours per day, 7 a.m. to 12 noon, and 12:30 p.m. until 3:30 p.m., Monday through Friday, with a thirty 30- minute unpaid lunch period. A ten 10-minute rest period will be granted each day, the time of the break to be at the sole discretion of the immediate supervisor in order to meet the needs of the department/crew. Starting and quitting times may vary during periods of snowplowing, construction, blacktopping, and emergencies, as determined by the Highway Commissioner.

There may be a four (4) day work week starting the last week in April through the third week in October each year. The normal work week is forty (40) hours per week. Employees may work ten (10) hours per day, 6:00 a.m. to 4:00 p.m. Employees shall have one paid ten (10) minute rest break in the a.m. and one twenty (20) minute rest break in the p.m. During the 4-day work week schedule, any time off during a scheduled work day is computed at ten (10) hours per day. The modified four (4) day work schedule will have a primary work shift with two alternatives as follows:

Primary Work Shift: Monday through Thursday – 6:00 a.m. to 4:00 p.m.

Alternate 1 Work Shift: Tuesday through Friday – 6:00 a.m. to 4:00 p.m.

Alternate 2 Work Shift: Extends 4-day work week from first week of April to third week of November, Monday through Thursday, 6:00 a.m. to 4:00 p.m.

Any Highway Employee directed to work an alternative work week will be given two working days' notice. Due to the nature of the work, deviation from the employee(s)' schedule of work hours may occur. Saturday and Sunday are normal days off.

Bridgetenders

The Bridgetenders will work on a schedule governed by the bridge operation agreement between the Wisconsin Department of Transportation and Door County. Bridgetenders work on a rotating shift that can include any day of the week, with a normal work week of forty (40) hours per week. The normal work shifts are as follows: First Shift: 7:00 a.m. to 3:00 p.m. Second Shift: 3:00 p.m. to 11:00 p.m. Third Shift: 11:00 p.m. to 7:00 a.m.

Aging & Disability Resource Center (ADRC) & Senior Resource Center

~~Normal work week is four (4) ten-hour days between Monday through Friday with a one-half (1/2) hour lunch. The normal work week is 40 hours per week.~~

Monday through Friday, 8:00 a.m. to 4:30 p.m., with a 30- minute unpaid lunch.

Human Services

~~Cooks: Monday through Friday, 5:30 a.m. through 2:00 p.m.; 6:00 a.m. through 2:30 p.m. and 8:00 a.m. to 4:30 p.m., with a 30-minute unpaid lunch.~~

Justice Center

Administrative staff: Monday through Friday, 8:00 a.m. to 4:30 p.m., with a (30) minute unpaid lunch.

Parks & Airport

~~Administrative staff: Monday through Friday, 7:30 a.m. to 4:00 p.m. Maintenance Technicians: 7:00 a.m. to 3:30 p.m. Both are with a (30) minute unpaid lunch.~~

Telecommunicators

~~Telecommunications Division employees work (8) hour shifts. The normal work schedule is 1,947 hours, 5 days on - 2 days off, 5 days on - 3 days off; (5-2-5-3) the work shifts and schedules may be posted once per year in October.~~

~~The Telecommunicator day shift schedule begins at 7:00 a.m. to 3:00 p.m. and afternoon shift schedule begins at 3:00 p.m. to 11:00 p.m. Night Shift is 11:00 p.m. – 7:00 a.m.~~

~~Shift vacancies occurring without notice are to be covered in whole or in part as determined by management. Management, in its sole discretion, can determine minimum staffing requirements.~~

~~Shift vacancies created by the use of PTO will be covered as determined by management.~~

~~Policy on PTO and switching shifts will be at the sole discretion of the Sheriff or his/her designee.~~

The telecommunications division operates under two types of work schedules which are used based upon current staffing levels.

5-2-5-3

Employees work 8-hour shifts. This work schedule consists of 1,947 hours annually - 5 days on, 2 days off, 5 days on 3 days off rotation. Hours per pay period consist of a 40-hour work week followed by a 32-hour work week.

5-4-3-2

Employees work a combination of 8 hour and 12-hour shifts. The work schedule consists of 1,976 hours annually reflective of 5 days on, 4 days off, 3 days on, 2 days off rotation. Hours per pay period consist of a 40-hour work week followed by a 36-hour work week.

The standard telecommunicator day shift schedule begins at 6:00 a.m. through 2:00 p.m. The afternoon shift schedule begins at 2:00 p.m. through 10:00 p.m. Night shift begins at 10:00 p.m. through 6:00 a.m.. Alternate start/end times may be used and are at the sole discretion of the Emergency Management Director or their designee.

Shift vacancies occurring without notice are to be covered in whole or in part as determined by management. Management, in its sole discretion, can determine minimum staffing requirements. Shift vacancies created by the use of PTO will be covered as determined by management.

Policy on the use of PTO and switching shifts will be at the sole discretion of the Emergency Management and Communications Director or their designee.