



DOOR COUNTY

Resolution No. 2016-01

**NON-COMMERCIAL HANGAR SITE LEASE AGREEMENT
RICHARD WORTISKA – BUILDING NO. 55**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

ADDED VOTE

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 Airport and Parks 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 Airport & Parks 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 Airport &
20 Parks Committee to enter into a 10 year non-commercial hangar site
21 lease agreement, with a 10 year renewal clause, for the parcel of
22 land on which Building No. 55 has been constructed.

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Virlee Defeated

2nd Gunnlaugsson

Yes _____ No _____ Exc: _____

Reviewed by:

Corp. Counsel

Reviewed by:

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, 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 January, 2016 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

**SUBMITTED BY:
Airport and Parks Committee**

Richard Virlee, Chairperson

Richard Haines

Charles Brann

Mark Moeller

Ken Fisher

David Lienau

Joel Gunnlaugsson



DOOR COUNTY

Resolution No. 2016-02

TERMINATION OF INTERGOVERNMENTAL AGREEMENT WITH TOWN OF JACKSONPORT (SCHAUER PARK)

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGLBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

Vote 10-0

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve: Adopted / Defeated

1st Virlee / 2nd Moeller

Yes: ___ No: ___ Exc: ___

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: In 2008-09, a feasibility study was conducted to look at developing Schauer Park into a harbor of refuge and boat launch. The cost of the study was \$57,070.50, of which \$16,920.50 was County money. No other expenditures have taken place, nor are any budgeted. 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 26th day of January, 2016 by the Door County Board of Supervisors:

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

1 **WHEREAS**, By adoption of Resolution No. 2010-38 on April 20,
2 2010, the Door County Board of Supervisors approved an
3 Intergovernmental Agreement (incorporated herein by reference)
4 between the County of Door ("County"), and the Town of Jacksonport
5 ("Town") regarding development and operation of a harbor of refuge,
6 expanded launching opportunities, and other recreational uses at
7 Schauer Park; and

8
9 **WHEREAS**, The Town has requested, via letter dated
10 November 25, 2015, to County Parks & Airport Director Aleson, that
11 the Intergovernmental Agreement be mutually terminated; and

12
13 **WHEREAS**, It is appropriate and in the best interest of the
14 County that the Intergovernmental Agreement be terminated by
15 mutual agreement of the parties.

16
17 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
18 Board of Supervisors hereby consents to termination of the
19 Intergovernmental Agreement by mutual agreement of the parties.

20
21 **BE IT FURTHER RESOLVED**, That the County Parks & Airport
22 Director is authorized to take action, including the execution of any
23 document, deemed necessary to terminate the Intergovernmental
24 Agreement.

SUBMITTED BY:
Airport and Parks Committee

[Signature]
Richard Virlee, Chairperson

[Signature]
Richard Haines

[Signature]
Charles Brann

[Signature]
Mark Moeller

[Signature]
Ken Fisher

[Signature]
David Lienau

[Signature]
Joel Gunnlaugsson

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made this 23 day of March, 2010 by and between the County of Door ("County") and Town of Jacksonport ("Town"), each a body corporate of the State of Wisconsin.

It is hereby agreed as follows:

A. This Agreement is an intergovernmental agreement pursuant to Section 66.0301, Wisconsin Statutes.

B. The dominant aim of this Agreement is to set forth the understandings that have been reached between the County and the Town regarding the County's development and operation of a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at Schauer Park ("Park").

C. The property subject to this Agreement is described in *Exhibit A* and hereinafter known as the "Park" and is depicted on a map marked *Exhibit B*. *Exhibits A* and *B* are attached hereto and incorporated herein by reference.

D. The County's obligation to develop and operate a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park is contingent upon:

1. The availability of federal, state, and/or private funding. The County will work to identify funding sources and endeavor to secure the required funding. The Town will cooperate with the County in securing any such funding. The County will assume compliance responsibility for any federal, state or private grant or gift it obtains.

2. The County being able to secure and comply with all federal, state and local licenses and permits required for the development and operation of a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park. The Town shall cooperate with the County in securing any such licenses or permits.

E. The Town represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the property subject to this Agreement exists that would inhibit the ability of the County to possess and improve the property as contemplated by this Agreement. If, however, such prohibitive conditions are discovered, the parties *may* take steps reasonably necessary to remove such conditions or this Agreement shall terminate.

F. The County, with the input of the Town, will coordinate and prepare a master plan for the development and operation of a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park within seven (7) years after both parties have executed this Agreement otherwise this Agreement shall terminate.

G. The County, within ten (10) years after both parties have executed this Agreement will develop and commence operation of a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park. Otherwise this Agreement shall terminate.

H. Term. The initial term of this Agreement shall be for twenty (20) years commencing upon the execution of this Agreement by authorized parties from the County and Town. This agreement shall be extended upon like terms upon the written agreement of County and Town. The time limits set out in paragraph F. and/or paragraph G. supra may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits.

I. Until and unless the County begins development of a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park occurs as contemplated herein, the Town will continue to assume all operational, maintenance, repair and other responsibilities and costs with respect to the Park.

J. At such time as the County has satisfied the contingencies set forth in Section D hereof, and notifies the Town in writing of the fact that such contingencies have been satisfied and that the County is committed to development of a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park:

1. The Town shall convey by easement to the County (for one dollar or other valuable consideration) the right to develop, operate, maintain, and repair a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park. The term of such easement shall be consistent with the term of this Agreement.

2. Permits. The construction of any improvements upon the premises, removal or placement of structures or materials from the bed of Lake Michigan shall not be undertaken unless the County has procured all required municipal and other governmental permits and authorizations required for such improvements and modifications. County shall be solely responsible for compliance with regulatory permits of WDNR, US Army Corps of Engineers, United States Coast Guard and all other applicable administrative bodies regulating construction activities, removal or placement of materials from on the bed of Lake Michigan, and all improvements made upon the subject property by County, its contractors, agents and employees.

3. The County will, in the sound exercise of its discretion, develop, operate, maintain, and repair a harbor of refuge, expanded launching opportunities, and other outdoor recreational uses at the Park to the extent funding for such is available.

4. Use of Premises. It is understood that the Park property is subject to a restriction in the deed granting such property to the Town that the Park shall be used as a public park. In addition, a portion thereof is restricted to use for road purposes. The County shall, at all times, assure that the property is used for those purposes only and shall not construct any additional building, structure or allow any use which is inconsistent with those requirements.

5. The County will open the Park to the general public subject to reasonable rules and regulations, fees, and charges, as outlined below for its management and operation. To wit:

- a. Rules and Regulations.
 - i. Pursuant to and in compliance with Chapter 12 Door County Code, as it presently exists or is hereafter amended, revised or supplanted.
 - ii. Pursuant to and in compliance with the requirements of any applicable federal, state or private funding.
- b. Admission Fees.
 - i. The County may establish admission, use and/or other fees, both annual and daily.
 - ii. The County will retain all fees collected.
 - iii. Such fees will be used for operation, maintenance and/or repair of the Park.
 - iv. No admission fees shall be charged to residents of the Town of Jacksonport for entry and use of such property as a Park, but such residents may be charged admission fees for using launching facilities.
- c. Signage
 - i. Any signage or display material relating to the Park shall clearly identify that the property is owned by the Town and under the management and control of the County.
 - ii. No commercial advertising shall be allowed on the Park property.
 - iii. No specific business names, commercial logos or fonts, trademarks, or other advertising shall appear in signage within the Park.
 - iv. Non-compliant signage shall be removed from the property.

K. An annual meeting between the County and Town will take place to review development progress, operational matters, maintenance or repair issues, and to exchange ideas and information for the good of the Park.

L. The County will indemnify, and hold harmless the Town, its supervisors, officers and its employees against all claims, costs, causes of action, damages, and expenses, including reasonable attorney's fees, arising from any loss, injury, death or damage to persons or property occurring at the Park after the County has provided written notice to Town as described in Paragraph J hereof, during the term of this agreement. In the event of any action, claim or proceeding which is brought against the Town, its supervisors, officers or employees by reason of any such claim, the County, upon written notice from the Town, will defend such action or proceeding at the expense of the County. This indemnity provision does not constitute, and is not intended to constitute, a waiver of governmental immunities or limitations of liability to the County.

M. The Town will indemnify, and hold harmless County, its supervisors, officers and employees against all claims, costs, damages, and expenses, including reasonable attorney's fees, arising directly from the acts or omissions of the Town, its supervisors, officers, agents, or employees in changing or modifying any conditions at the Park after the County has provided notice to the Town of its intent to proceed as outlined in Paragraph J above. In the event of any action or proceeding against the County or its employees by reason of such claim, the Town, upon written notice from the County, will defend such action or proceeding. This indemnity provision does not constitute and is not intended to constitute a waiver of municipal immunity available to the Town of Jacksonport through the Wisconsin Statutes.

N. Liens. Both parties shall be obligated to keep the premises and every part thereof free and clear from all mechanics, materialmen's, and other liens arising out of or in connection with work or construction by or on behalf of the County. Further, there shall be no encumbrances attached to or placed upon the title or interest in the land or improvements thereon.

O. Insurance. At such time as the County provides notice to Town of its intention to proceed as outlined in Paragraph J hereof, through the termination of this Agreement, the County shall, at its sole expense, keep all improvements it has constructed upon the site insured against loss or damage by fire and extended coverage hazards for not less than the full replacement value or fair market value of such improvements. County shall, in addition, maintain in effect throughout the term of this Agreement or any extension thereof comprehensive general liability insurance covering the premises in an amount of not less than \$1 million for injury or death to persons and not less than \$1 million for damage to property. Such insurance shall specifically insure County against all liability assumed by it hereunder, as well as liability imposed by law.

P. Either party may terminate this Agreement and Easement in the event that:

1. There is a breach of any term or condition of this Agreement or easement and said breach remains uncorrected for a period of one hundred and eighty days (180) days from the receipt of written notification of said breach and intent to terminate by the non-breaching party to the breaching party.
2. The County initiates eminent domain to acquire property within 300 ft. in any direction from the boundaries of Schauer Park.
3. If the parties concur that continued use of the Park as a harbor of refuge is no longer feasible or practicable.

Q. Surrender. Upon termination of this Agreement, by lapse of time, mutual cancellation or otherwise, the County shall abandon and cease use of the premises, remove all personal property of County from the premises and shall surrender the Park property to the Town without removing therefrom any permanent improvements or fixtures placed upon the property by County. Town acknowledges its obligation to comply with any requirements attached to federal, state or private funding that run with the land.

R. All notices, demands or other writings shall be considered made when deposited in the U.S. Mail (registered mail with postage pre-paid) and addressed to: County Administrator, County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin 54235 and/or Town of Jacksonport, c/o Eileen Phetteplace, Town Clerk, 3733 Bagnall Road, Sturgeon Bay, Wisconsin 54235.

S. If a dispute between County and Town arises out of or relates to this Agreement and cannot be settled through direct discussions, County and Town agree to first endeavor to settle the dispute by alternative dispute resolution before recourse to a court.

T. Assignment and subletting. County may not lease, sublease, or otherwise allow any other persons or entities to occupy all or any portion of the premises, to construct any buildings or improvements inconsistent with the use of the property as a park, unless otherwise agreed to in advance in writing by Town.

U. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, County of Door, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this Agreement.

V. Effective Date. This Agreement shall be effective from the date of its full execution by authorized representatives of Town and County and shall remain in effect until terminated as provided herein. This Agreement shall be subject and subordinate to applicable federal or state laws, codes, regulations, ordinances, rules and orders.

W. 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.

X. The County and Town each agrees to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.

Y. 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 term of this agreement shall be valid and in force to the fullest extent permitted by law.

Z. This Agreement shall be effective from the date of its full execution and shall remain in effect until terminated as provided herein.

AA. The Parties acknowledge having read and fully understand this Agreement.

IN WITNESS WHEREOF, Town and the County have caused this memorandum to be executed in their respective names by their respective duly authorized representatives

Accepted and agreed this 23 day of March, 2010.

Jeanne M Majeski
Jeanne Majeski, Town of Jacksonport Supervisor 2

Sworn and subscribed to before me this 23 day of March, 2010.

John L Phetteplace
Notary Public
My commission expires April 2011

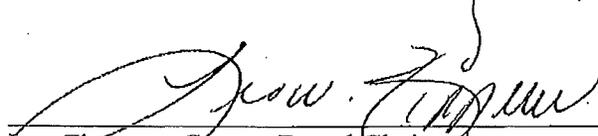
Accepted and agreed this 24 day of March, 2010

Eileen L. Phetteplace
Eileen L. Phetteplace, Town of Jacksonport Clerk

Sworn and subscribed to before me this 24 day of March, 2010.

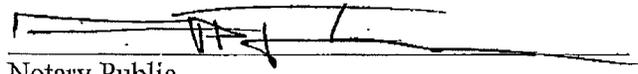
Katherine A. Unice
Notary Public
My commission expires April 8, 2012

Accepted and agreed this 20th day of April, 2010



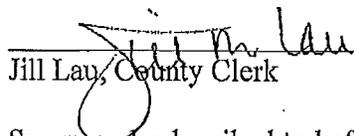
Leo Zipperer, County Board Chairman

Sworn and subscribed to before me this 20th day of APRIL, 2010.



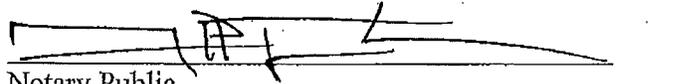
Notary Public
My commission expires is permanent

Accepted and agreed this 20th day of April, 2010



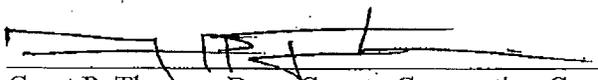
Jill Lau, County Clerk

Sworn and subscribed to before me this 20th day of APRIL, 2010



Notary Public
My commission expires is permanent

Approved as to form this 20th day of APRIL, 2010.



Grant P. Thomas, Door County Corporation Counsel
Member No. 1013648



DOOR COUNTY

Resolution No. 2016-03

APPROVAL OF 2015 COPS OFFICE ANTI-HEROIN TASK FORCE PROGRAM GRANT – DOOR COUNTY SHERIFF’S DEPARTMENT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			/
BUR			/
ENGLEBERT			/
ENIGL			/
FISHER			/
GUNNLAUGSSON			/
HAINES			/
HALSTEAD			/
KOCH			/
KOHOUT			/
KOK			/
LIENAU			/
MOELLER			/
NEINAS			/
SCHULTZ			/
SITTE			/
SOHNS			/
VIRLEE			/
ZIPPERER			/

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Schultz Defeated

2nd Bur

Yes: _____ No: _____ Exc: _____

Reviewed by:

[Signature] Corp. Counsel

[Signature] Administrator

FISCAL IMPACT: These grant funds were not included in the 2016 budget, so they will supplement the available resources for heroin and opiate investigations. There is no match requirement. 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 26th day of January, 2016 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

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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 Justice has been selected as a recipient of the 2015 COPS Office Anti-Heroin Task Force Program Grant, which will be administered by the Division of Criminal Investigation; and

WHEREAS, One of the objectives has been to "...(a)llocate additional resources for local Multi-Jurisdictional Drug Task Forces for reimbursement of overtime hours spent on conducting heroin and opiate investigations; and

WHEREAS, Door County has been invited to participate in this endeavor. This two-year collaborative project will commence January 1, 2016. The Door County Drug Task Force has been allotted up to \$7,200 per year from the grant, for a total of up to \$14,400 over the two-year project period; and

WHEREAS, The Law Enforcement Committee has voted to accept the aforesaid grant.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the acceptance of the 2015 COPS Office Anti-Heroin Task Force Program Grant of up to \$7,200 per year, for a total of up to \$14,400 over the two-year project period.

BE IT FURTHER RESOLVED, That the aforesaid grant shall be administered by the Door County Sheriff's Department, subject to oversight by the Law Enforcement Committee.

SUBMITTED BY:
Law Enforcement Committee

[Signature]
Charles Brann, Chairman

[Signature]
John Bur

[Signature]
Roy Englebert

[Signature]
Richard Haines

[Signature]
Paul Kok

[Signature]
Kathy Schultz

[Signature]
Don Sitte



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

BRAD D. SCHIMEL
ATTORNEY GENERAL

Andrew C. Cook
Deputy Attorney General



Division of Criminal Investigation
David S. Matthews, Administrator

17 West Main Street
P.O. Box 7857
Madison, WI 53707-7857
608/266-1671
TTY 1-800-947-3529
Email: dci@doj.state.wi.us

November 24, 2015

Sheriff Steven G. Delarwelle
Door County Sheriff's Department
Justice Center
1201 S. Duluth Avenue
Sturgeon Bay, WI 54235

Dear Sheriff Delarwelle:

It is with great excitement that I announce that the Wisconsin Department of Justice has been selected as a recipient of the 2015 COPS Office Anti-Heroin Task Force Program Grant, which will be administered by the Division of Criminal Investigation. As we are all aware, opiate and heroin abuse has devastated our state's communities in recent years, and many law enforcement agencies struggle with providing or dedicating resources to this issue.

The grant that has been received was requested with the following objectives in mind:

- Allocate additional resources for local Multi-Jurisdictional Drug Task Forces for reimbursement of overtime hours spent on conducting heroin and opiate investigations;
- Further enhance existing agency partnerships;
- Increase intelligence sharing;
- Enhance a statewide intelligence database that is populated with intelligence information i.e., telephone toll record information, links to people, locations and criminal events that would identify distribution networks in support of drug investigative enforcement efforts;
- Further enhance deconfliction efforts;
- Create a statewide list of resource agencies for law enforcement needing to identify service providers;
- Develop, in partnership with the Poison Control Center, a database tracking opioid-related overdose deaths.

The first listed goal is the reason for this letter. We would like to formally extend an invitation for your multi-jurisdictional drug task force/county to participate in this endeavor. This two-year collaborative project will commence January 1, 2016. Your task force/county has been allotted \$7,200 per year from the grant, for a total of \$14,400 over the two-year project period.

As part of this effort, we will be tracking specific performance measures, including:

- Number of heroin/opiate investigations opened;
- Number of search warrants served in heroin and opiate-related investigations;
- Number of heroin/opiate related arrests;
- Amount of drugs submitted to the crime lab for analysis in support of the prosecutorial process.

Our objective is to increase numbers in all of the above categories. In order to track progress, we will require that any investigations initiated by your agency, for which you will seek overtime reimbursement, are managed in the ACISS case management system. If you do not have access to ACISS, a statistical case-reporting form will be provided to you. Its completion will allow us to access the statistical data we must collect.

Finally, we request the presence of at least one person from your task force or agency at a meeting to be held early December, likely in the Stevens Point region. At this gathering, you will meet the statewide coordinator for this grant program, as well as regional coordinators in your area. You will also receive additional information as to the program's expectations and requirements. In order to accommodate as many of your schedules as possible, a Doodle Poll has been established to assist us in choosing the meeting date. That date will be confirmed as soon as possible and we ask that you please respond to the survey by December 4, 2015. The survey can be found at: <http://doodle.com/poll/v2g8uyvd3ih8axiuk>.

If you have any questions, please contact the grant coordinator, Special Agent in Charge Christina McNichol, at 414-227-2100 or mcnicholcm@doj.state.wi.us.

Thank you in advance for your participation in this grant program!

Very truly yours,



BRAD D. SCHIMEL
Attorney General



DOOR COUNTY

Resolution No. 2016-04

**APPROVAL OF GRANT FROM DEPARTMENT OF JUSTICE'S
"BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM" –
DOOR COUNTY SHERIFF'S DEPARTMENT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: _____ Adopted Defeated

1st Schwitz 2nd Haines

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The grant award of \$20,600 consists of \$18,100 of federal funds and a required match of \$2,500. Of the required match, approximately \$1,000 would come from the Door County Sheriff's Department and approximately \$1,500 would come from the Sturgeon Bay Police Department. Neither the grant revenues nor the grant expenditures were included in the 2016 Door County Budget. 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 26th day of January, 2016 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
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 Supervisors,
7 for acceptance of all donations, gifts, and grants whether in the form of money,
8 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 of
14 all donations, gifts or grants shall be submitted to the county board on an
15 annual basis; and

16
17 **WHEREAS**, The Wisconsin Department of Justice, division of Law
18 Enforcement Services, has approved a grant award to Door County in the
19 amount of \$20,600. These funds are from the DOJ's Byrne Memorial Justice
20 Assistance Grant Program available through the US Department of Justice.
21 This grant supports Door County's "Spillman PROTECT eReferral Interface";
22 and

23
24 **WHEREAS**, The Law Enforcement Committee has voted to accept the
25 aforesaid grant.

26
27 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of
28 Supervisors does hereby approve the acceptance of the "Byrne Memorial
29 Justice Assistant Grant" in the amount of \$20,600, to be used for the "Spillman
30 PROTECT eReferral Interface".

31
32 **BE IT FURTHER RESOLVED**, That the aforesaid grant shall be
33 administered by the Door County Sheriff's Department, subject to oversight by
34 the Law Enforcement Committee.

**SUBMITTED BY:
Law Enforcement Committee**

[Signature] Paul Kok
Charles Brann, Chairman

[Signature] John Bur
John Bur

[Signature] Roy Englebert
Roy Englebert

[Signature] Richard Haines
Richard Haines

4.10 Policy on Use of Portable Indoor Space Heaters

Use of Portable Indoor Space Heaters

Door County buildings are operated under the Door County Buildings and Grounds Department, with oversight from the Door County Property Committee. The use of indoor space heaters is strictly limited due to risk of fire and concerns for energy consumption.

This policy and the use of indoor space heaters is monitored by the Building and Grounds Director and County Administrator and shall apply to all Door County personnel and Building structures.

Definitions

Space Heater: A space heater is a self-contained device for heating an enclosed area.

Scope

This policy applies to the use of portable space heaters in an indoor setting (offices, workshops, etc.) within County buildings or other buildings occupied by County employees or contracted workers.

This policy is meant to outline the minimum requirement for use of portable indoor space heaters. Individual Department Heads may use a departmental policy that meets the minimum requirement of this policy, and may set more stringent requirements.

The local fire inspector may further restrict use of portable indoor space heaters per local fire code or ordinance.

This policy does not apply to the following:

- The temporary use of portable heaters for construction, outdoor settings, or industrial/research support applications is outside the scope of this policy. Use in these circumstances should be governed by the work hazard planning process in place for the department.
- Non-portable area heaters that are wired or plumbed into the building utilities by the maintenance department or included in building construction are not covered under this policy.
- Heated footrests or heated floor mats of 200W or lower power are not considered space heaters under this policy.

Limited use approval

Appropriate adjustment of the building heating system should always be the preferred option for meeting the heating needs for employees, and guests in County buildings. When this is infeasible, Department Heads can authorize use and purchase with concurrence of the Building and Grounds Director to approve the use of certain space heaters in limited situations, such as where target temperatures cannot be maintained, for specific health needs, or for other extenuating circumstances. Under limited use approval, the selection and use of the space heater should follow the criteria in the *Safety and use requirements for space heaters* section, below.

Target temperature not maintained

If the central building heat system is unable to maintain a target work temperature, it may be determined that it is necessary to allow a space heater for temporary, supplemental heat until the comfort can be permanently resolved.

Specific health needs

The reason for the exemption should be documented. For example, if the need for using a heater is due to a medical reason, a document from a medical provider should be provided to Human Resources, who will in turn convey the justification to the Building and Grounds Director; no personal medical information will be shared.

Other extenuating circumstances

The Building and Grounds Director shall have the authority to handle other circumstances that may require the temporary use of portable indoor space heaters.

Safety and use requirements for space heaters

It is essential to ensure the safe and responsible use of the portable space heater in order to reduce the risk of fire danger. In the event an exemption is granted, only space heaters meeting the following criteria are permitted:

Product design

Electrically powered

- The heater must be electrically powered and designated as approved with a nationally recognized testing laboratory [common marks include Underwriters Laboratories (UL) or FM Global Technologies (FM)]. Other nationally recognized testing laboratories may certify these products; see <https://www.osha.gov/dts/otpca/nrtl/nrtlmrk.html> for more information.



- Liquid-fuel (propane, kerosene) space heaters are NOT permitted.

Thermostat

- The space heater must have a thermostat for heat regulation.
- Heaters without thermostats (e.g., simple “on/off” or “high/low” switches) **are not** permitted.

Tip-over protection

- Space heaters must have a tip-over shutdown feature. If the heater is knocked over, the unit must automatically shut off.

Overheat protection

- Space heaters must have overheat protection, which will automatically shut the unit off if there is an overheat situation.

Operating requirements

Approved space heaters may be used only if the following conditions are met:

Placement

- The heater may only be located on the floor. Heaters located on filing cabinets, tables, desks or other surfaces are more susceptible to being knocked over, resulting in accidents or fires.
- Heaters may only be placed on circuits sufficiently capable of handling the amperage draw of the heater and other equipment on the circuit. Building and Grounds Director may set limitations on approved heaters.
- Heaters may not be used in areas where flammable liquids are in use or stored.

- Employee-owned space heaters are not allowed. All space heaters shall be tagged by the Maintenance Department when placed into service and checked annually for operation.
- Keep the heater away from water and out of damp locations.
- Maintain minimum clearances as specified by the manufacturer. Combustible or flammable materials must be kept away from the heater.

Check for...

- Inspect the heater for broken or damaged parts. Never operate a heater you suspect is damaged.
- During use, check frequently to determine if the heater lug or cord, wall outlet, or faceplate is hot. If the plug, outlet, or faceplate is hot, discontinue use of the heater, and have a qualified electrician check and/or replace the plug or faulty wall outlet(s). If the cord is hot, disconnect the heater, and have it inspected/repaired by an authorized repair person.

Power cord

- Heaters must be plugged directly into wall receptacle. Use of extension cords or power strips is not allowed. Electrical cords must be kept out of foot traffic paths to prevent tripping.
- Never run the heater's cord under doors, rugs, or carpeting. This can damage the cord, causing it and nearby objects to burn.

Other

- The heater must be turned off any time the room or area being heated is unoccupied, especially at the end of the workday.

Other Applicable policy information

In 2006, the University Of Wisconsin Department Of Administration issued the State of Wisconsin Energy-Use Policy. Two items in the policy pertain to use of portable indoor space heaters.

1. Work area target temperatures are dictated by winter thermostat setting (68F while open for business, 60F during unoccupied hours)
2. The policy seeks to eliminate the use of space heaters.

References for this Policy

UW-Milwaukee: "Use of Space Heaters" <http://www4.uwm.edu/usa/risk/policies/heaters.cfm> (12/12/2013)

UW-River Falls: "Space Heaters (AP-03-104)" <http://www.uwrf.edu/administration/policy/risk/ap03104.cfm> (12/12/2013)

United States Fire Administration: "Heating fire safety outreach materials" <https://www.usfa.fema.gov/prevention/outreach/heating.html>

US Consumer Product Safety Commission: "Reducing Fire Hazards for Portable Electrical Heaters" <http://www.cpsc.gov/Global/Safety%20Education/Home-Appliances-Maintenance-Structure/098.pdf>

State of Wisconsin Department of Administration: State of Wisconsin Energy-Use Policy (2006)



DOOR COUNTY

Resolution No. 2016-06

**TRANSFER OF NON BUDGETED FUNDS—DOOR COUNTY
FIBER OPTIC NETWORK PROJECT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BRANN			X
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
KOK	X		
LIENAU	X		
MOELLER	X		
NEINAS	X		
SCHULTZ	X		
SITTE			X
SOHNS	X		
VIRLEE	X		
ZIPPERER			X
	18		3

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted Defeated

1st Lienau
2nd Enigl

Yes: 18 No: 0 Exc: 3

Reviewed by:

[Signature], Corp. Counsel

Reviewed by:

[Signature], Administrator

FISCAL IMPACT: The fiscal impact would be a reduction to the Unassigned Fund Balance for the amount as stated. Since the year 2015 will not close out until after the audit in June, 2016, the 2015 unaudited Unassigned Fund Balance would be \$9,340,494.69 or 16.85% if this transfer is approved. 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 26th day of January, 2016 by the Door County Board of Supervisors.

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

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 County Board, by adoption of Resolution 2014-91,
8 authorized the Fiber Optic Network Project ("Project") to move forward. The
9 Project was included in the 2015-2020 Capital Improvements Plan ("CIP"),
10 was/is envisioned to last up to three years, with funding in 2015 of
11 \$1,248,000, 2016 of \$748,800 and 2017 of \$499,200; and

12
13 **WHEREAS**, The County Board, by adoption of Resolution 2015-07,
14 authorized the transfer of non-budgeted funds, in the sum of \$1,248,000,
15 from the Unassigned Fund Balance to the C.I.P. for the Project's estimated
16 2015 expenses; and

17
18 **WHEREAS**, The actual expenditures in 2015 exceeded the estimated
19 costs by \$62,000, and the estimated costs for 2016 exceed the amount
20 budgeted by \$159,950; and

21
22 **WHEREAS**, The Finance Committee is requesting a transfer from the
23 Unassigned Fund Balance, account 100.33101, of \$221,950 to the Capital
24 Improvements Plan (C.I.P.), account 401.51.7190.69901.0013F, Fiber
25 Optic Network for the 2015 deficit and expected 2016 shortfall.

26
27 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
28 of Supervisors does hereby approve the transfer of \$221,950 to the Capital
29 Improvements Plan (C.I.P.), account 401.51.7190.69901.0013F, Fiber
30 Optic Network for the 2015 deficit and expected 2016 shortfall.

**SUBMITTED BY:
Finance Committee**

[Signature]
David Lienau, Chairman

[Signature]
Susan Kohout

[Signature]
Kathy Schultz

[Signature]
Mark Moeller

[Signature]
Charles Brann

[Signature]
Leo Zipperer

[Signature]
David Enigl

**RECOMMENDATIONS AS TO LEGISLATION THAT IMPACTS
PLANNING, ZONING, AND LAND USE LAWS****DOOR COUNTY****TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

1 **WHEREAS**, Door County requested, by adoption of Resolution 2015-58 on June 23, 2015, that Item
2 #23 of Motion #520, §§ 1922am – 1922L of the biennial budget bill, representing proposed revisions to §
3 59.692, Wis. Stats., Zoning of Shorelands, be removed from the biennial budget bill and addressed in
4 stand-alone legislation. This request, although echoed by dozens of other counties, fell on deaf ears.
5

6 **WHEREAS**, 2015 Wisconsin Act 55 (the biennial budget bill), including the revisions to § 59.692, Wis.
7 Stats., was enacted on July 12, 2015, published July 13, 2015, and in full force and effect from and after
8 July 14, 2015, significantly and immediately changing the state's shoreland zoning policy, purpose, and
9 regulations. These changes were enacted without meaningful notice, public input opportunity, review by
10 and input from local units of government, or analysis by the Wisconsin Department of Natural Resources.
11

12 **WHEREAS**, Predictably, the manner in which this legislation came about has resulted in a general
13 state of confusion as to interpretation and implementation of the 2015 Wisconsin Act 55 shoreland zoning
14 revisions. Opinions and interpretations have been put forth by the Wisconsin Department of Natural
15 Resources (DNR), the Wisconsin Counties Association (WCA), the Wisconsin Legislative Council, and
16 others regarding the meaning and impact of the 2015 Wisconsin Act 55 shoreland zoning revisions. These
17 opinions and interpretations are not entirely consistent regarding the interplay of the 2015 Wisconsin Act
18 55 shoreland zoning revisions with existing law, including Ch. NR 115, Wis. Adm. Code ["NR 115"] and
19 §§ 59.69, 59.692, and 281, Wis. Stats. Consequently, there is a lack of clear guidance regarding what the
20 2015 Wisconsin Act 55 shoreland zoning revisions require and allow, and a resulting uncertainty as to
21 implementation, administration, and enforcement of shoreland zoning at the county level.
22

23 **WHEREAS**, Wisconsin counties have been authorized by state statutes since 1968 to enact and
24 administer general zoning regulations in towns choosing to be subject to those regulations. The
25 enabling legislation is currently codified in § 59.69, Wis. Stats.
26

27 **WHEREAS**, Wisconsin counties have been required by state statutes since 1968 to enact and
28 administer shoreland zoning regulations. The enabling legislation is codified in § 59.692, Wis. Stats., with
29 rules and standards promulgated by the DNR and set forth in NR 115.
30

31 **WHEREAS**, State statutes dictate the process by which counties may revise shoreland or zoning
32 regulations, said process typically involves numerous steps and notifications and opportunities for
33 town board and public input. This process generally takes anywhere from 4-8 weeks to complete.
34

35 **WHEREAS**, Subsequent to enactment of the 2015 Wisconsin Act 55 shoreland zoning revisions, a
36 number of bills were proposed, including AB563, AB582, AB583 and AB600, that impact planning,
37 zoning and land-use at the local level. These bills were introduced one week, and several were sent
38 to public hearing the next, offering little or no opportunity for public input, or analysis by state or local
39 regulators of the meaning of the bills or how the proposed laws would interact with existing laws.
40

41 **WHEREAS**, The development community and property owners typically seek information from
42 county code administrators regarding pertinent zoning regulations months before submitting final
43 applications, relying on the code administrators to provide accurate information as to the zoning
44 regulations surrounding a project. The changes brought about by the 2015 Wisconsin Act 55 shoreland
45 zoning revisions, and the piecemeal bills subsequently introduced and fast-tracked, have created a
46 climate of uncertainty and frustration for the development community, property owners, and county
47 code administrators, all of which contributes to a loss of efficiency and productivity.



DOOR COUNTY

**RECOMMENDATIONS AS TO LEGISLATION THAT IMPACTS
PLANNING, ZONING, AND LAND USE LAWS**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

Roll Call

1 **NOW, THEREFORE, BE IT RESOLVED**, that the Door County Board
2 of Supervisors respectfully requests that the legislature discontinue the
3 practice of putting forth and fast-tracking piecemeal bills regarding planning,
4 zoning, and land use.

5
6 **BE IT FURTHER RESOLVED**, that the Door County Board of
7 Supervisors urges the state legislature to instead adopt a systematic review
8 by a group of primary stakeholders of state laws (existing or proposed) that
9 impact planning, zoning, and land use, with a concurrent process involving
10 notice and public input opportunities. This will result in the thoughtful and
11 deliberate consideration that is certainly due planning, zoning, and land use
12 laws.

13
14 **BE IT FURTHER RESOLVED**, by the Door County Board of
15 Supervisors, that Door County would welcome the opportunity to participate
16 in comprehensive, collaborative discussions, public listening sessions, and
17 hearings regarding state shoreland and comprehensive zoning regulations
18 to discuss manners in which each could be improved.

19
20 **BE IT FURTHER RESOLVED**, that the County Clerk is to forward
21 copies of this resolution to Governor Scott Walker, the Secretary of the DNR
22 of the State of Wisconsin, all members of the Wisconsin Legislature, and
23 each county in the State of Wisconsin.

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Fisher Defeated

2nd Kohout

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: Adoption of this resolution will not have a fiscal impact. 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 26th day of January 2016 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

**SUBMITTED BY:
RESOURCE PLANNING COMMITTEE**

Kenneth Fisher
Kenneth Fisher, Chair

David Lienau
David Lienau

Susan Kohout
Susan Kohout

David Enigl
David Enigl

Don Sitte