AGENDA
1. Call Meeting to Order
2. Establish a Quorum ~ Roll Call
3. Adopt Agenda / Properly Noticed
4. Approve Minutes of January 19, 2021 Regular Administrative Committee Meeting
5. Correspondence
6. Public Comment
7. Old Business
8. New Business (Review / Action)
   ◆ County Administrator
      ◆ County Redistricting
         • 2021-17 - Establish Size of County Board to Facilitate County Supervisory
           District Plan
      ◆ COVID-19
      ◆ Door County Government Operations
      ◆ Transportation Program Update
   ◆ Corporation Counsel
      ◆ Home Rule (Self-Organized) County
      ◆ §59.11(1)(c), Wis. Stats. Organizational Meeting
      ◆ Rules of Order
      ◆ Intergovernmental Agreement – Door County Joint Drug Task Force
      ◆ Resolution 2021-__ Intergovernmental Agreement - Sturgeon Bay Door County Economic Development Loan Fund
      ◆ Ordinance 2021-__ Amendment and Re-Creation of the Door County Fair Housing Ordinance
   ◆ Human Resources
      ◆ Compensation Market Review Update
      ◆ New DTE Position Request for Human Resources
      ◆ Request to Refill – Judicial Assistant – Circuit Court
      ◆ Request to Refill – Registered Sanitarian – Health & Human Services
      ◆ Personnel Transactions
9. Matters to be Placed on a Future Agenda or Referred to a Committee, Official, or Employee
10. Vouchers, Claims and Bills
11. Next Meeting Date(s)
12. Regular Meeting
   • Tuesday, March 16, 2021 – 10:00 a.m.
13. Meeting Per Diem Code
14. Adjourn

Deviation from order shown may occur

In light of the declared state of emergency and to mitigate the impact of COVID-19 this meeting will be conducted by teleconference or video conference. Members of the public may join the meeting remotely or in-person.

To attend the meeting via computer:
Go to: https://doorcounty.webex.com/doorcounty/onstage/g.php?MTID=ea0a34bb2ab63e4177dda6ca345282970
Event Password: Feb16admin2021

To Connect via phone:
Call: 1-408-418-9388
Access Code: 187 612 7541

In compliance with the Americans with Disabilities Act, any person needing assistance to participate in this meeting, should contact the Office of the County Clerk at (920)746 2200. Notification 72 hours prior to a meeting will enable the County to make reasonable arrangements to ensure accessibility to that meeting.
Call Meeting to Order
The Tuesday, January 19, 2021 Administrative Committee Meeting was called to order at 10:01 a.m. by Chairman David Lienau at the Door County Community Center.

Establish a Quorum ~ Roll Call
Members present: David Lienau, Dan Austad, Ken Fisher, Susan Kohout, Nancy Robillard, Richard Virlee, and Joel Gunnlaugsson.

Others present: Administrator Ken Pabich, Corporation Counsel Grant Thomas, HR Director Kelly Hendee, Child Support Director Rod Dequaine, Transportation Director Pam Busch, County Clerk Jill Lau, and public. Staff and Public also attended virtually.

Adopt Agenda / Properly Noticed
Motion by Austad, seconded by Robillard to approve the agenda. Motion carried by voice vote.

Approve Minutes of December 8, 2020 Regular Administrative Committee Meeting
Motion by Fisher, seconded by Virlee to approve the minutes of the December 8, 2020 Administrative Committee Meeting. Motion carried by voice vote.

Correspondence
No correspondence was presented.

Public Comment
The following persons commented:
- Donald Freix, 8305 Quarterline Rd, Fish Creek

Old Business
No old business was presented.

New Business (Review / Action)
County Board
Vacant District 7 Supervisor Seat
Chairman Lienau reported four candidates sent letters of interest. Vice Chair Kohout and Chairman Lienau held interviews. Lienau will nominate Morgan Rusnak to fill the vacancy in District 7 at the January 26th County Board meeting.

County Clerk
Resolution 2021-__ - Acceptance of Gift, Grant, and/or Donation to the Door County Clerk’s Office
County Clerk Lau explained the County was offered a County Cares Elections Subgrant through the Wisconsin Elections Commission in an amount up to $10,000. Grant funds can be used to cover additional costs associated with the national emergency related to coronavirus and are to be spent to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle. Door County is using the grant funds to cover unbudgeted overtime costs and unbudgeted costs to purchase election supplies.

Motion by Gunnlaugsson, seconded by Robillard to approve the resolution to accept the grant. Motion carried by voice vote.
County Administrator
County Redistricting
Administrator Pabich explained every 10 years redistricting occurs. The County works with the local municipalities to establish wards and county supervisory districts. In the last redistricting the County formed a committee comprised of two county board members, one public member, the county clerk and the city clerk who worked in coordination with the GIS/LIO Mapper and County Administrator. Training is beginning for redistricting. The Administrative Committee will be the oversight committee and will be responsible for any public hearings required. Supervisor Kohout and Supervisor Robillard volunteered to serve on the Redistricting Committee. A report will be provided at the January County Board meeting with establishment of a committee at the February Board meeting.

COVID-19
Administrator Pabich reported the County is working with the State on the vaccine rollout. A team meets each time there is an update from the State to plan for vaccine shipments. There will be a cost to the County to handle the vaccines efficiently. Emergency Services staff and Public Health staff are working together to provide the vaccines. Pabich has asked Aaron LeClair to put together a scope of work to assist in determining the costs associated. There is no funding to cover costs at this time. Review of how many vaccines the County will provide versus the hospital and private sector.

Door County Government Operations
Administrator Pabich reported with the numbers and trends the buildings remain at restricted access. Pabich recommends staying status quo, with restricted access/by appointment only, through at least February.

Resolution 2021-__ Amend Table of Organization for Land Use Services Dept. and Treasurer
Administrator Pabich reviewed the org chart and resolution included in the meeting packet. The Finance Committee has reviewed and recommended the changes. The proposal is to eliminate the GIS Technician position. The LIO position will pickup some of the GIS Tech duties (addressing and basic mapping) and the tax listing duties move to the Chief Deputy Treasurer. It is recommended that Chris Moe become the Chief Deputy Treasurer. The updated Chief Deputy Treasurer duties were reviewed.

Motion by Fisher, seconded by Kohout to approve the resolution for the reorganization. Motion carried by voice vote.

Transportation
Transportation Program Update
Transportation Director Pam Busch reviewed the information included in the meeting packet. Pam reported the layout on the Door2Door vehicles may change. The logos on the ADRC vehicles will remain as presented in the packet. Volunteer time for the program should be tracked and reported to Pam.

Corporation Counsel
Resolution No. 2020-___ Intergovernmental Agreement – Transfer of PIN 281-62-10000117 to the City of Sturgeon Bay
CC Thomas reviewed the resolution. The property in question was acquired by the County through the In Rem process. The Finance Committee has reviewed and approved the resolution. The Intergovernmental Agreement was included in the meeting packet and was reviewed. Thomas explained the City of Sturgeon Bay acquired the adjacent parcel. In the interest of economic development, the City will acquire the County parcel and market both parcels.

Motion by Fisher, seconded by Gunnlaugsson to approve the resolution. Motion carried by voice vote with Supervisor Austad abstaining.

Sec. 767.405, Wis. Stats. Family Court Services (Mediation) 2020 Annual Report
Information included in the meeting packet was reviewed. The County is in the third year of a three-year contract with Gay Pustavar; a new contract will be proposed at the end of this year.

Racism, Diversity, Equity & Inclusion – Resources
CC Thomas reported he has researched resources in terms of education. Thomas researched resources in Northeast Wisconsin. Two people were interviewed to come up with an educational component for the County Board prior to adopting a racism resolution. Discussion of next steps and costs associated. Two
options will be brought forward to County Board – focus on internal operations only or bring forward education to the full County Board with per diems at training rates.

**Human Resources**

**Ordinance 2021-01 and Plan to Dissolve County Civil Service Commission and Reform Related Recruitment and Selection Processes**

HR Director Hendee reported this recommendation was brought forward through the Sheriff’s Office Study. Hendee has reached out to all of the Civil Service Commissioners to thank them for their service. All agreed that it is time to dissolve the process.

Motion by Fisher, seconded by Gunnlaugsson to approve the resolution. The recruitment and selection processes were reviewed. Motion carried by voice vote.

**Temporary Policy Consideration for Reduced Schedules and Layoff – as it relates to COVID-19**

Hendee reviewed the information included in the meeting packet. This is brought forward due to some of our employees being affected by COVID related to child care or other reasons. They have no PTO available, have used all Supplemental Paid Leave, and have exhausted Federal leave; they have exhausted all options. This would be a temporary policy and allows some flexibility.

Motion by Gunnlaugsson, seconded by Fisher to approve the temporary policy. Motion carried by voice vote.

**Exit Interview Summary Report for 2020**

HR Director Hendee provided a verbal report of the past 14 Exit Interviews.

**Request to Refill**
- GIS/Land Information Coordinator – Land Use Services
- Request to Refill – Administrative Assistant II – Jail – Sheriff’s Office
- Request to Refill – Custodian – Facilities & Parks
- Request to Refill – Parent Locate Specialist – Child Support
- Request to Refill – Equipment Operator and Subsequent Vacancies – Highway & Airport
- Request to Refill – Mechanic and Subsequent Vacancies – Highway & Airport
- Request to Refill – Administrative Assistant II – District Attorney

Motion by Fisher, seconded by Gunnlaugsson to approve the requests to refill all positions and subsequent vacancies where applicable. Motion carried by voice vote.

**Personnel Transactions**

Reviewed.

**Matters to be Placed on a Future Agenda or Referred to a Committee, Official, or Employee**

Nothing as of this meeting.

**Vouchers, Claims and Bills**

Reviewed.

**Next Meeting Date(s)**

- Regular Meeting - Tuesday, February 16, 2021 – 10:00 a.m.

**Meeting Per Diem Code**

119.

**Adjourn**

Motion by Fisher, seconded by Gunnlaugsson to adjourn. Time: 11:45 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk
LEGAL MEMORANDUM

TO:         Mark D. O’Connell, Executive Director
            Kyle Christianson, Director of Government Affairs
            Marcie Rainbolt, Government Affairs Associate
            Wisconsin Counties Association

FROM:       Andrew T. Phillips and Bennett J. Conard
            von Briesen & Roper, s.c.

RE:         2021 Redistricting Process and Census Delay

DATE:       February 11, 2020

BACKGROUND

The U.S. Census Bureau (the “Bureau”) adjusted its 2020 operations due to the COVID-19 pandemic resulting in delays to the Bureau’s reporting and publishing of data (“P.L. data”) necessary to redistrict at the county and municipal levels of government. The P.L. data is typically received no later than April 1, but now is not expected until at least July 30, 2021. Because of these delays, counties will not be able to commence the redistricting process within the timeframe required by statute, and, depending on the extent of the delay, counties may be unable to complete the redistricting process prior to the December 1 deadline for filing nomination papers for the 2022 spring election.

This memorandum provides a brief overview of the statutory deadlines in the county redistricting process, the difficulties faced by counties due to the delayed release of the P.L. data, and potential options to address these issues.

ANALYSIS

A. Key Federal Deadlines

In the typical redistricting process, the Bureau must provide states with the P.L. data no later than March 31 of the year following the census (i.e., March 31, 2021 for the 2020 census). 13 U.S.C. 141(c). However, the Bureau has announced it will not be able to provide the P.L. data until at least July 30, 2021.¹ Importantly, the Bureau has indicated July 30 is the earliest the P.L.

data would be released and has not provided any indication of when counties may actually expect receipt of the P.L. data.

**B. State Statutory Deadlines for Counties**

1. **Step 1 – County Tentative Plan (60 days, but no later than July 1)**

The county and municipal redistricting process commences once the state receives the P.L. data and the data is made available to counties. Wis. Stat. § 59.10(3)(b)1. When the P.L. data becomes available, every county has 60 days to create a tentative redistricting plan, hold a public hearing on the tentative plan, and adopt the tentative plan (collectively, “Step 1”). Wis. Stat. § 59.10(3)(b)1. However, Wis. Stat. § 59.10(3)(b)1. also contains a hard deadline of July 1 to complete Step 1 in its entirety (i.e., not simply commence Step 1 by the July 1 deadline). Obviously, the July 1 deadline is impossible for counties to meet given the P.L. data will not be released until sometime after July 30, 2021.

2. **Step 2 – Creation of Municipal Wards (60 days)**

Counties must then transmit the tentative plan and also a written statement regarding the proposed location of wards to each municipality within the county. Wis. Stat. § 59.10(3)(b)1. Each municipality must then create wards or adjust its ward lines in accordance with the tentative county plan within 60 days of receipt of the tentative plan (“Step 2”). Wis. Stat. § 59.10(3)(b)2.

3. **Step 3 – Adoption of Final County Plan (60 days)**

Finally, every county board must hold a public hearing and adopt a final supervisory district plan within 60 days after every municipality in the county completes Step 2 (“Step 3”). Wis. Stat. § 59.10(3)(b)3. During a typical redistricting process, Step 3 would be completed no later than the end of October. This then gives county clerks sufficient opportunity to prepare for the nomination paper circulation period for the next spring election (the first election utilizing the new districts). The nomination paper circulation period commences on December 1. Wis. Stat. § 8.02.

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2 The tentative plan must set forth the number of supervisory districts proposed by the board and tentative boundaries or a description of boundary requirements. Wis. Stat. § 59.10(3)(b)1.

3 The public hearing is subject to the Class 3 notice requirements in Wis. Stat. § 985.07, which would require three insertions in the county’s official newspaper.

4 Municipalities are not required to strictly comply with the county’s tentative plan, but must (1) make a good faith effort to accommodate the tentative plan for the county or counties in which it is located; and (2) to divide itself into wards in a way that permits the creation of supervisory districts that conform to the population requirements of the tentative plan.

5 Like the public hearing on the tentative plan, the public hearing on the final plan is subject to the Class 3 notice requirements in Wis. Stat. § 985.07, which would require three insertions in the county’s official newspaper.
C. Consequences for Failure to Adhere to Statutory Deadlines

While there are no direct penalties associated with missing the July 1 statutory deadline discussed above, there are a multitude of consequences and downstream effects that will result from not completing the redistricting process in time.

As mentioned above, the nomination paper circulation period for the 2022 Spring election commences on December 1. The existing county redistricting plan will remain in effect if the redistricting process is not completed prior to this date. See Wis. Stat. § 59.10(3)(b)4. (providing that a final redistricting plan remains in effect until the plan is superseded by a subsequent plan enacted pursuant to statute and filed with the Secretary of State). This scenario would be problematic for several reasons, including:

1. County supervisors are required to be qualified electors and residents of their respective districts. If redistricting is completed after the nomination paper deadline for the 2022 spring election, there could be situations in which candidates for certain districts are no longer residents of their district based on the new redistricting plan. Likewise, if the process is completed after the spring election, county supervisors may be deemed to have vacated their office if they are no long a resident of their district under the new redistricting plan. Wis. Stat. § 17.03(4)(c).

2. Possible legal challenges for failure to comply with the statutory deadlines for redistricting.

3. Possible legal challenges under constitutional redistricting principles (i.e., “one person, one vote” principles) if existing supervisory districts no longer satisfy constitutional tests based on new P.L. data.

D. Potential Solutions.

There are potential solutions to the problems identified above, but implementation would require amendments to existing statutes. While there are additional avenues to explore, in light of the Bureau’s inability to provide a definitive deadline for delivery of the P.L. data, it seems the best solution may be to postpone the redistricting process.

CONCLUSION

Due to delays in the 2020 U.S. census process, counties will not be able to commence the redistricting process within the timeframe required by statute, and, depending on the extent of the delay, completion of the redistricting process prior to the December 1 deadline for filing nomination papers for the 2022 spring election may be impossible. A statutory change is required to address this issue so that counties and municipalities do not run afoul of their statutory duties and also to avoid downstream consequences resulting from the failure to redistrict in the time provided under current law.
If you have any questions surrounding this memorandum, please do not hesitate to contact us. We appreciate the opportunity to be of service to the Association and its member counties.
RESOLUTION NO. 2021-17

ESTABLISH SIZE OF COUNTY BOARD TO FACILITATE COUNTY SUPERVISING DISTRICT PLAN

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, The county board consists of supervisors elected from individual supervisory districts drawn by the county board after each federal decennial census. At present, there are twenty one (21) supervisory districts, with each county board supervisor representing approximately one thousand three hundred and twenty three (1,323) residents; and

WHEREAS, Sec. 59.10(3)(b), Wis. Stats. requires county boards to propose a tentative county supervisory district plan, which sets forth the number of supervisory districts and tentative boundary lines or a description of boundary requirements; and

WHEREAS, Consistent with Sec. 5.15, Wis. Stats. every municipality city, town or village in a county is required to make a good faith effort to accommodate the tentative county supervisory district plan when each creates its ward plan; and

WHEREAS, It is necessary to determine the number of supervisory districts in order to facilitate development of the tentative county supervisory district plan, which is due within 60 days after the federal decennial census becomes available, but no later than July 1 following the year of each decennial census; and

WHEREAS, Wisconsin has a tradition of citizen part-time County Board membership which facilitates the work load as supervisors, and provides representation for their constituents on a broad range of issues by serving on the various committees, boards and commissions of the County.

NOW, THEREFORE, BE IT RESOLVED, By the Door County Board of Supervisors that the size of the County Board shall remain at twenty one (21) for the purpose of developing a tentative county supervisory district plan in accordance with Sec. 59.10(3)(b), Wis. Stats.

SUBMITTED BY:

Administrative Committee

__________________________________________
David Lienau, Chairperson

__________________________________________
Dan Austad

__________________________________________
Ken Fisher

__________________________________________
Richard Virlee

__________________________________________
Joel Gunnlaugsson

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 February, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
Ridership:

Door County Connect-Door 2 Door Rides provided 2,620 rides in January. This is a slight increase from December with 2,482 rides.

Door County Connect-Public Transit (former ADRC service) provided 197 trips and had 11 cancellations in January. This is a slight decrease from December with 203 rides.

Current Events:

- Door County Connect-Public Transit transitioned from gift certificates to ticket books earlier this month. It was a welcomed change for riders who purchased $160 worth of tickets in the first 10 days.

- The DCC-Public Transit (bus/van) vehicles will have the new logo and graphics installed on 2/18. DCC-D2D Rides vehicles will begin installation as soon as the graphics are received for those vehicles. Should be around 2/18 as well. Watch for media coverage on this.

- The Community Link, flexible fixed route, has three business sponsors already. Econo Foods, Pick ‘n Save and Door County Medical Center will be sponsoring bus stops. Pam continues to solicit more business sponsors and is working on the route map with Tom Haight. The next step is to work on finding volunteer drivers to assist with the new service.

- $3,000 was received in late January and early February in support of the Community Link and general transportation services from Community Link sponsors.

**REMINDER**

The value of your volunteer time is important to this program. If you haven’t already, please send your January report to Pam at email pbusch@co.door.wi.us or mail to Door County, Pam Busch, 421 Nebraska St., or drop it off at the ADRC.

Ken will have a copy of the February time log at the Admin Committee meeting.

You can always contact Pam for the form as well.
dissolved or re-created every two years following biennial spring elections. These committees usually consist solely of county board member appointees. Short-term or long-term advisory committees may also be appointed by a chair, county executive or administrator to study and report on specific issues.

**SELF-ORGANIZED COUNTY OPTIONS**

Often it is said that a county board has very little control over its own affairs, policies and procedures, especially when compared to villages and cities which operate under constitutional home rule powers. While this may be true in many cases, provisions in the state statutes do permit the county board some flexibility in setting member compensation, board terms and filling board vacancies.

These provisions, known collectively as “self-organized counties” legislation [Wis. Stat. § 59.10(1)], were passed in the mid-1970s in an attempt to provide more flexibility regarding limited and specific county board matters. The major options available to county boards after approving this status are:

- The ability to set staggered terms for supervisors – electing half of them each year, rather than electing them all each even-numbered year.
- The flexibility in setting board member compensation, including the ability to pay fixed salaries and to pay for additional board or committee meetings in excess of current statutory limits based on population.
- The right to fill board vacancies by other means, such as by nomination from the board floor and/or the ability to schedule special elections before vacated terms expire.

Two counties already have been assured some rights to self-organization under state statutes without adopting self-organized status and thus have felt no need to enact further self-organizing ordinances. The Milwaukee County Board of Supervisors, by virtue of being the only county in the state with a population in excess of 500,000, has the right to create four-year terms for its supervisors and to set its own supervisors' salaries, subject to advance approval before the new supervisors take office. Milwaukee County supervisors are also precluded from accepting additional compensation over their annual salaries “for serving as a member of any committee, board or commission appointed by the county board or by the county executive.”

Menominee County is also specifically exempted from state laws regarding terms of office and appointments to vacancies by virtue of being the only county with one town within the county limits. Its town board members and one supervisor representing the only incorporated village in the county also serve as the county board of supervisors and therefore, different provisions apply permitting staggered terms that coincide with town and village elections. However, the board members in Menominee County still are governed by the standard per diem compensation limits mentioned later in this chapter for non-self-organized counties.
**TABLE 1: SELF-ORGANIZED COUNTIES**

<table>
<thead>
<tr>
<th>County</th>
<th>Year(s)</th>
<th>County</th>
<th>Year(s)</th>
<th>County</th>
<th>Year(s)</th>
</tr>
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<tbody>
<tr>
<td>Chippewa</td>
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<td>Lafayette</td>
<td>2001</td>
<td>Rock</td>
<td>1985</td>
</tr>
<tr>
<td>Crawford</td>
<td>2005</td>
<td>Lincoln</td>
<td>2004</td>
<td>Rusk</td>
<td>1993</td>
</tr>
<tr>
<td>Dane</td>
<td>1984, 1974</td>
<td>Manitowoc</td>
<td>1987</td>
<td>St. Croix</td>
<td>2004</td>
</tr>
<tr>
<td>Dodge</td>
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<td>Marathon</td>
<td>1975</td>
<td>Shawano</td>
<td>1997</td>
</tr>
<tr>
<td>Douglas</td>
<td>1999</td>
<td>Marinette</td>
<td>1990</td>
<td>Sheboygan</td>
<td>1985</td>
</tr>
<tr>
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<td>1991</td>
<td>Taylor</td>
<td>1978</td>
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<tr>
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<td>Monroe</td>
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<td>2004</td>
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<td>Waupaca</td>
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</tr>
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<td>Polk</td>
<td>2013</td>
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<td>2003</td>
<td>Racine</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

* As of April 2014, Source: Wisconsin Secretary of State.

**HOW IS SELF-ORGANIZATION ACCOMPLISHED?**

The county board may choose at any time to become a “self-organized county.” This is done by passing an ordinance stating its desire to self-organize and citing its authority to do so under Wis. Stat. § 59.10(1). If the board enacts such an ordinance, a certified copy must be filed by the county clerk with the Wisconsin secretary of state. Following this filing, the county board may adopt policies it desires regarding staggered terms, compensation for board members and the method for filling county board vacancies. This is usually accomplished through the board’s adoption of a series of individual ordinances; each ordinance requires approval by a majority of the entire board membership. While the secretary of state’s office maintains a file of all ordinances passed by counties enacting their self-organized status, the office does not verify the facts behind such documents, nor does it ever withhold approval of any county’s claim of such status after the appropriate filing is made. It also does not exercise any ongoing oversight of counties’ use of such powers.

**Note:** While county boards must request authority to utilize all three sets of special powers when filing for “self-organized county” status, once the status is obtained, the board is not required to enact ordinances enabling any or all of these provisions under any particular time schedule.

County boards have had the option to self-organize for over 30 years; 37 of 70 eligible counties have passed a local ordinance and are officially listed with the secretary of state’s office as “self-organized” (See Table 1 above). The earliest county to take advantage of this provision was Dane County in 1974. It was followed in 1978 by Taylor County. The most recent county to enact such an ordinance was Polk County, which joined the list in 2013. The 37 self-organized counties are fairly evenly distributed, both geographically and in population.
SELF-ORGANIZED COUNTIES

What self-organizing is: Self-organization is a process used by county boards that provides the board with alternatives to some of the specific procedures otherwise mandated in Chapter 59, Wisconsin Statutes. A county that has undertaken self-organization has given itself somewhat more flexibility in the manner in which its board of supervisors may operate.

This narrow power to control several elements of county board functioning is found in §59.10(1). It was given to counties during the 1970s, when the legislature decided that counties needed some flexibility in these matters. Later, the legislature also provided a little elbow room for county boards in the area of organizing their administrative departments. This latter authority is called administrative home rule. It is found primarily in §§59.03 and 59.04.

Counties are completely subject to state law; they have no constitutional home rule authority as do cities and villages. The statutes have historically dictated almost all elements of substance, policy, and procedure for counties. Chapter 59, the basic law under which counties operate, contains more than 150 optional powers which counties may invoke by action of the county board. These grants are necessary because of the lack of home rule.

What it does for a county: A county which has undergone self-organization may adopt its own policies regarding:

- **Use of staggered terms for the supervisors, electing half of them each year rather than electing them all each even-numbered year.** [§59.10(1)(b)] Without self-organization, all supervisors are to be elected on the first Tuesday in April in even-numbered years and take office of the third Tuesday in April of that year (except in 1996, when the desire for an early presidential preference primary led the legislature to move the spring general election to mid-March). Self-organization allows the use of staggered terms. [§59.10(3)(d)]

- **Compensation of supervisors for attendance at board meetings and paying mileage.** [§59.10(1)(c)] Non-self-organized boards already have several options. Self-organization would allow the board to be as creative as it wished, except that compensation would have to be set by the statutorily required date and the board could not give a mid-term compensation increase for itself. For the statutes that control board compensation in the absence of self-organization, see Note below.

- **Filling vacancies in the office of county supervisor.** [§59.10(1)(d)] A county may adopt its own procedures. Without self-organization, vacancies are filled by the board chairperson for the unexpired term, with the approval of the board. [§59.10(3)(e)]

How self-organization is accomplished: This is a very simple procedure.

- A majority of the whole board adopts an ordinance invoking the authority of the authorizing statute, §59.10(1). A certified copy of the adopted ordinance is filed by the county clerk with the Wisconsin Secretary of State.

- The county board adopts the policies it desires regarding possible staggered terms, compensation for board members, and the method for filling vacancies on the county board.
How self-organization relates to administrative home rule: Sections 59.03 and 59.04 of Chapter 59 provide for administrative home rule. This legislation grants counties flexibility in administrative and organizational matters — such as grouping functions into departments and establishing committees to supervise those departments.

The statutory language in the administrative home rule sections is more general than it is in the self-organization section, but administrative home rule has a broad and not clearly defined limit attached to it. Administrative home rule does not apply in areas where the legislature has enacted a statute of “statewide concern.” This is the same language that has been interpreted by the courts and attorney general to restrict municipal home rule considerably. Statewide concern has been interpreted several times similarly to restrict the latitude of counties in administrative home rule.

Summary: County boards are granted clear authority to change the way they do business in very specific areas of board functioning if they undertake self organization. In contrast, county boards are given broadly stated, but vague, authority in administrative and organizational matters in §§59.03 and 59.04. This last authority, however, is subject to challenge in the event that the legislature might have enacted another statute considered to be of “statewide concern” in an area where a county board wanted to exercise administrative home rule.

Note: In the absence of self-organization, the controlling statutes regarding compensation of county board members are these as quoted:

§59.10(3)(f) Compensation. Each supervisor shall be paid a per diem by the county for each day he or she attends a meeting of the board. Any board may, at its annual meeting, by a two-thirds vote of all the members, fix the compensation of the board members to be next elected. Any board may also provide additional compensation for the chairperson.

§59.10(3)(g) Mileage. Each supervisor shall, for each day that he or she attends a meeting of the board, receive mileage for each mile traveled in going to and returning from the meetings by the most usual traveled route at the rate established by the board pursuant to §59.22 as the standard mileage allowance for all county employees and officers.

§59.10(3)(h) Limitation on compensation. Except for services as a member of a committee as provided in §59.13, no supervisor shall be paid for more days’ attendance on the board in any year than is set out in this schedule: In counties having a population of less than 25,000, 20 days; at least 25,000 but less than 100,000, 25 days; at least 100,000 but less than 500,000, 30 days.

§59.10(3)(I) Alternative compensation. As an alternative method of compensation, in counties having a population of less than 500,000, including those containing only one town, the board may at its annual meeting, by a two-thirds vote of the members entitled to a seat, fix the compensation of the supervisors to be next elected at an annual salary for all services for the county including all committee services, except the per diem allowance for services in acquiring rights of way set forth in §84.09(4). The board may, in like manner, allow additional salary for the members of the highway committee and for the chairperson of the board. In addition to the salary, the supervisors shall receive mileage as provided in par.(g) for each day’s attendance at board meetings or for attendance at not to exceed 2 committee meetings in any one day.

§59.10(3)(j) Supplementary compensation. The board, in establishing an annual salary, may enact an ordinance for a per diem for all committee meetings attended in excess of 40 committee and board meetings.
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(2) A special meeting of the board shall be held:

(a) Upon a written request of a majority of the supervisors delivered to the clerk, specifying the time and place of the meeting.

(b) For the purposes and in the manner prescribed in s. 31.06, with the right to adjourn the special meeting from time to time by a vote of a majority of all the supervisors to a seat.

(c) In a county with a population of 750,000 or more, upon a written request of the county executive delivered to the clerk which must have been approved by the county board chairperson, specifying the time and place of the meeting. The time shall not be less than 48 hours from the delivery of the request.

59.10 COUNTIES

(6) ENFORCEMENT OF DIVISION REQUIREMENT. If a county fails to comply with sub. (2) or (3) by

(a) a vote of a majority of all the supervisors.

(b) The board shall give adequate public notice of the time, place and purpose of each meeting.

(c) by a vote of a majority of all the supervisors during supervisors' terms of office.

(d) The board shall give adequate public notice of the time, place and purpose of each meeting.

(e) By a vote of a majority of all the supervisors.

(7) MEETINGS; adjournment; absencees. (1) Every board shall hold an annual meeting on the Tuesday after the 2nd Monday of November in each year for the purpose of transacting business. Any board may establish by rule an earlier date during October or November for the annual meeting and may by rule establish regular meeting dates throughout the year at which to transact general business. When the day of the meeting falls on November 11, the meeting shall be held on the next succeeding day.

(b) The annual meeting may be adjourned by the clerk, upon the written request of a majority of the supervisors, to a day designated in the request, but not less than 3 weeks from the Tuesday after the 2nd Monday of November. Upon such an adjournment being made, the clerk shall give each supervisor written notice of the time and place to which the annual meeting has been adjourned.

(c) The board, except in counties with a population of 750,000 or more, shall meet on the 3rd Tuesday of each April to organize and transact business. At this meeting the board may transact any business permitted at the annual meeting, including the appointment of all county commissions and committees. The meeting may be adjourned in the same manner as the annual meeting.

(2) A special meeting of the board has been adjourned.

(c) The board shall have an annual meeting on the Tuesday after the 2nd Monday of November in each year for the purpose of transacting business. Any board may establish by rule an earlier date during October or November for the annual meeting and may by rule establish regular meeting dates throughout the year at which to transact general business. When the day of the meeting falls on November 11, the meeting shall be held on the next succeeding day.

322 N.W.2d 531

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Cross-reference: See s. 17.21 (5) for provision as to filling vacancies on county boards in counties over 750,000.

Cross-reference: See s. 59.20 (1) for county supervisor residency requirements.

Cross-reference: See s. 66.0505 for restrictions on changes in compensation of county board members.

Judicial relief is available if a county fails to follow the statutory requirements for redistricting. City of Janesville v. County of Rock, 107 Wis. 2d 187, 319 N.W.2d 891 (Ct. App. 1982).

The trial court properly voided a city’s supervisory district plan and adopted the county’s plan even though the county did not adopt the plan within 60 days of receiving a map as required by sub. (3). County of La Crosse v. City of La Crosse, 108 Wis. 2d 560, 332 N.W.2d 531 (Ct. App. 1982).

Sub. (3) (a) does not establish a separate minimum for each class of county. The constitutionality of sub. (3) (a) is discussed. 60 Atty. Gen. 322.

A vacancy on a county board due to resignation may be filled by appointment by the county board chairperson when the board is not in session. 61 Atty. Gen. 1.

An incumbent county supervisor must resign before the county board may consider his or her appointment as highway commissioner. 61 Atty. Gen. 424.

A county supervisor risks violations of s. 946.13 if he is appointed as counsel while serving as county supervisor.

A vacancy on a county board due to resignation may be filled by appointment by the county board chairperson when the board is not in session. 61 Atty. Gen. 1.

A county board or connected with their powers or duties. The chairperson may also elect a member 2nd vice chairperson, for the same term, who shall also elect a member vice chairperson, for the same term, who shall perform the duties of the chairperson. The board shall sit with open doors, and all persons conducting themselves in an orderly manner may attend. If any supervisor is absent from the meeting without being excused by the board, the chairperson may issue a warrant requiring the sheriff or some constable immediately to arrest and bring the supervisor before the board. The expenses of the arrest shall be deducted from the pay of the member unless otherwise directed by the board. The board may punish its members for infractions of its rules by imposing the penalty provided in the rules.

The board may appropriate funds to broadcast by radio or television, or to tape and rebroadcast, any meeting of the board held under this section.

The board may appropriate funds to broadcast by radio or television, or to tape and rebroadcast, any meeting of the board held under this section.

A county clerk can adjourn a regular meeting of the county board when requested by majority of the elected members of the board. 61 Atty. Gen. 352.

59.12 Chairperson; vice chairperson; powers and duties. (1) The board, at the first meeting after each regular election at which members are elected for full terms, shall elect a member chairperson. The chairperson shall perform all duties required of the chairperson until the board elects a successor. The chairperson may administer oaths to persons required to be sworn concerning any matter submitted to the board or a committee of the board or connected with their powers or duties. The chairperson shall countersign all ordinances of the board, and shall preside at meetings when present. When directed by ordinance the chairperson shall handle all county orders, transact all necessary business with local and county officers, expedites all measures resolved upon by the board and take care that all federal, state and local laws, rules and regulations pertaining to county government are enforced.

(2) The board at the time of the election of the chairperson shall also elect a member vice chairperson, for the same term, who in case of the absence or disability of the chairperson shall perform the duties of the board. The board at the time of the election of the chairperson shall also elect a member vice chairperson, for the same term, who in case of the absence or disability of the chairperson and vice chairperson shall perform the duties of the chairperson. Except for the board of a county with a population of


A county clerk can adjourn a regular meeting of the county board when requested by majority of the elected members of the board. 61 Atty. Gen. 352.

59.12 Chairperson; vice chairperson; powers and duties. (1) The board, at the first meeting after each regular election at which members are elected for full terms, shall elect a member chairperson. The chairperson shall perform all duties required of the chairperson until the board elects a successor. The chairperson may administer oaths to persons required to be sworn concerning any matter submitted to the board or a committee of the board or connected with their powers or duties. The chairperson shall countersign all ordinances of the board, and shall preside at meetings when present. When directed by ordinance the chairperson shall handle all county orders, transact all necessary business with local and county officers, expedites all measures resolved upon by the board and take care that all federal, state and local laws, rules and regulations pertaining to county government are enforced.

(2) The board at the time of the election of the chairperson shall also elect a member vice chairperson, for the same term, who in case of the absence or disability of the chairperson shall perform the duties of the board. The board at the time of the election of the chairperson shall also elect a member vice chairperson, for the same term, who in case of the absence or disability of the chairperson and vice chairperson shall perform the duties of the chairperson. Except for the board of a county with a population of


A county clerk can adjourn a regular meeting of the county board when requested by majority of the elected members of the board. 61 Atty. Gen. 352.
INTERGOVERNMENTAL AGREEMENT
[Door County Joint Drug Task Force]

This Agreement is made this 1st day of March, 2021 by and between Door County ("County"), and the City of Sturgeon Bay ("City"), and the Town of Gibraltar and the Town of Washington, each a public body corporate within the State of Wisconsin.

Whereas, the intergovernmental cooperation contemplated herein serves legitimate public purposes, including the enhancement of services required or authorized by law; and

Whereas, this Agreement is deemed to be of benefit to each of 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 Section 66.0301, Wisconsin Statutes
2. This Agreement shall become effective on the 1st day of March 2021, and shall be effective for a period of three (3) years, unless sooner terminated as provided in this Agreement.
3. This Agreement will be automatically extended for consecutive three (3) year terms unless a party notifies the other in writing of their intent to withdraw prior to August 1st of any calendar year.
4. The County will serve as the lead agency. Each participating agency will appoint a designated agency member who will be the liaison between the participating agencies and the Task Force.
6. The Task Force members will be considered employees of their respective agencies and shall be covered by their respective agency’s insurance.
7. The undersigned representatives of the participating law enforcement agencies recognize the need for a multi-jurisdictional enforcement group cooperative effort to effectively investigate and prosecute violations of the law regarding the illegal distribution, sale and possession of controlled substances, as defined in Chapter 961 of the Wisconsin State Statutes.
8. 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:
      Police Chief Clint Henry
      Phone: 920-746-2456
      E-Mail: chenry@sturgeonbaywi.org

   b. Door County:
      Sheriff Tammy Sternard
      Phone: 920-746-2424
      E-Mail: tsternard@co.door.wi.us

   c. Gibraltar Police Department:
      Police Chief Ryan Roesch
      Phone: 920-868-1714
      E-Mail:

   d. Washington Island Police Department:
Contact person may be changed upon prior written notice to the other party.

9. The parties hereto agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.

10. 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 of Sturgeon Bay:
      Police Chief Clint Henry
      City Hall
      421 Michigan Street
      Sturgeon Bay, WI 54235

   b. Door County:
      Sheriff Tammy Sternard
      County Justice Center
      1201 Duluth Avenue
      Sturgeon Bay, Wisconsin 54235

   c. Town of Gibraltar:
      Police Chief Ryan Roesch
      PO Box 850
      Fish Creek, Wisconsin 54212

   d. Town of Washington:
      Police Chief Tyler McGrane
      1045 Main Road
      PO Box 190
      Washington Island, Wisconsin 54246

      Any notice shall be effective upon delivery.

11. Any party may terminate this Agreement for cause, if another party materially breaches any covenant or obligation set forth in this Agreement, and the terminating party: a) provides written notice of such to the breaching party; b) affords the breaching party a reasonable opportunity to cure such breach; and c) there is an ongoing material breach for a period of thirty (30) days after written notice is delivered.

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 shall be subject and subordinate to applicable federal or state, laws, codes, regulations, ordinances, rules and orders.

17. 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 __________, 2021.

________________________________________
Tammy Sternard
Door County Sheriff

Accepted and agreed this ___ day of __________, 2021.

________________________________________
Clint Henry, Police Chief
City of Sturgeon Bay

Accepted and agreed this ___ day of __________, 2021.

________________________________________
Ryan Roesch, Chief
Gibraltar Police Department

Accepted and agreed this ___ day of __________, 2021.

________________________________________
Tyler McGrane, Chief
Washington Island Police Department
Resolution No. 2021-___
Intergovernmental Agreement
Sturgeon Bay-Door County Economic Development Loan Program

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Rule No. 34 of the Rules of Order provides, in pertinent part, that “...no Committee of the County Board shall enter into any contract for a period in excess of three (3) years without prior approval of the County Board...”; and

WHEREAS, The City of Sturgeon Bay (“City”) and Door County (“County”) may enter into an agreement for the purposes of intergovernmental cooperation consistent with § 66.0301, Wis. Stats.; and

WHEREAS, The proposed Intergovernmental Agreement (attached hereto and incorporated herein by reference as if set forth in full) represents a collaborative and cooperative effort by the City and County to create an economic development loan program, is deemed to be of mutual benefit to the City and County, and is consistent with their authority and responsibility under the law.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the proposed Intergovernmental Agreement.

BE IT FURTHER RESOLVED, That the County Administrator or their designee, subject to the oversight of the Administrative Committee, shall administer the Intergovernmental Agreement.

BE IT FURTHER RESOLVED, That Supervisor Laura Vlies Wotachek, District 9, will continue to serve as Door County’s representative on the Sturgeon Bay-Door County Economic Development Loan Fund Committee through the 3rd Tuesday in April, 2022.

Submitted by: ADMINISTRATIVE COMMITTEE

David Lienau, Chairman

Dan Austad

Joel Gunnlaugsson

Richard Virlee

Reviewed by: __________________________, Corp. Counsel
Reviewed by: __________________________, Administrator

FISCAL IMPACT: There is no fiscal commitment 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 February, 2021, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
INTERGOVERNMENTAL AGREEMENT
[Sturgeon Bay—Door County Economic Development Loan Program]

This Intergovernmental Agreement (“Agreement”) is made the 26th day of January, 2021 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 the encouragement and promotion of economic development within the City and County; and

Whereas, this Agreement is deemed to be of benefit to each of 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 provided by, Section 66.0301, Wisconsin Statutes.

2. The term of this Agreement shall commence on the ___ day of _________, 2021, and shall continue in full force and effect unless terminated by either the County or the City as set forth herein.

3. This Agreement supersedes and supplants the parties March 3, 2020 Intergovernmental Agreement.

4. On December 17, 2019, County adopted Resolution No, 2019-86 authorizing close-out of its Community Development Block Grant Economic Development Revolving Loan Fund (“CDBG ED RLF”) and creation of the Sturgeon Bay-Door County Economic Development Loan Program.

5. On December 3, 2019, City adopted a resolution authorizing disposition of its Community Development Block Grant Economic Development Revolving Loan Fund (“CDBG ED RLF”) and creation of the Sturgeon Bay-Door County Economic Development Loan Program.

6. County and City hereby create the Sturgeon Bay-Door County Economic Development ("SBDCED") Loan Program consistent with the SBDCED Loan Program Policies and Procedures Manual, attached hereto as Addendum A and incorporated herein by reference.

7. The SBDCED Loan Program will initially be funded by the cash on hand and value of outstanding loans from the City's CDBG ED revolving loan fund (approximately eight hundred and seventy-five thousand dollars ($875,000)).

8. Eligible applicants and eligible projects for SBDCED Loan Program shall be consistent with the SBDCED Loan Program Policies and Procedures Manual.

9. After final close-out of the SBDCED Loan Program:
   a) The parties have the option to either buy out outstanding loans or assign outstanding loans.
   b) Any remaining funds will be distributed between the County and City on a 50-50 basis.

10. The viability of this Agreement is premised and contingent upon:
    a) County being awarded and accepting the CDBG authorized by Door County Resolution No. 2020-115; and
    b) The project funded by the above-referenced CDBG (i.e., Former West Side School Redevelopment Project) coming to fruition.
11. This Agreement is intended to encourage and promote economic development, which is a public purpose for which public funds may be appropriated and other public resources expended.

12. The parties hereto agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.

13. 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 (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.

14. Any party may terminate this Agreement for cause, if another party materially breaches any covenant or obligation set forth in this Agreement, and the terminating party: a) provides written notice of such to the breaching party; b) affords the breaching party a reasonable opportunity to cure such breach; and c) there is an ongoing material breach for a period of thirty (30) days after written notice is delivered.

15. In addition to termination under paragraph #14, either party may, upon 90-days prior notice, terminate this Agreement. Funds remaining and outstanding loans will be disposed of and distributed per Paragraph 9 above. This paragraph does not take effect until and unless the Project referenced in Paragraph 10 is completed.

16. 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.

17. 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.

18. 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.

19. 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.
20. This Agreement shall be subject and subordinate to applicable federal or state, laws, codes, regulations, ordinances, rules and orders.

21. The parties will work cooperatively, with due diligence, and in good faith to administer the SBDCED Loan Program, including the development and maintenance of, and adherence to, a SBDCED Loan Program Policies and Procedures Manual.

22. 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 __________, 2021.

_______________________________________________

David Lienau, Chairperson, Door County Board of Supervisors

Accepted and agreed this ___ day of __________, 2021.

_______________________________________________

David J. Ward, Mayor, City of Sturgeon Bay

Accepted and agreed this ___ day of __________, 2021.

_______________________________________________

Ken Pabich, Door County Administrator

Accepted and agreed this ___ day of __________, 2021.

_______________________________________________

Stephanie L. Reinhardt, Clerk, City of Sturgeon Bay
The Door County Board of Supervisors does hereby ordain an amendment to, and the re-creation of, the “Door County Fair Housing Ordinance” (Ordinance 2004-20, enacted on September 29, 2004) as follows:

I. Title

Door County Fair Housing Ordinance
(Fair and Open Housing)

II. Wisconsin Statutes

A. Section 106.50, Wisconsin Statutes, as it currently exists or is subsequently revised, is incorporated herein by reference as if fully set forth.

B. Section 66.1011, Wisconsin Statutes, as it currently exists or is subsequently revised, is incorporated herein by reference as if fully set forth.

C. For the purposes of construction of this ordinance, all references to the Wisconsin Statutes shall be as those statutes currently exist or as they may be hereafter revised.

III. Intent and Declaration of Policy

A. The intent and declaration of policy of this ordinance are as set forth in Sections 106.50(1) and 66.1011(1), Wisconsin Statutes respectively.

B. Door County hereby endorses the concepts of fair and open housing for all persons and prohibition of discrimination therein.

C. This ordinance provides a means for the implementation and enforcement of these concepts.

IV. Definitions

A. In this ordinance definitions are as set forth in Sections 66.1011(1m) and 106.50(1m), Wisconsin Statutes.

V. Prohibitions

A. This ordinance prohibits discrimination in housing as set forth in Sections 66.1011(2) and 106.50(2), (2m) & (2r), Wisconsin Statutes.

B. Any act required to be performed or prohibited by Sections 66.1011(2) and 106.50(2), (2m) & (2r), Wisconsin Statutes is required or prohibited by this ordinance.

VI. Exemptions and Exclusions

A. The exemptions and exclusions from this ordinance are as set forth in Section 106.50(5m), Wisconsin Statutes.

VII. Administration and Enforcement

A. The officials and employees of Door County, Wisconsin shall assist in the orderly prevention and removal of all discrimination in housing within Door County, Wisconsin by implementing the authority and enforcement procedures set forth in Section 106.50, Wisconsin Statutes.
Amendatory Ordinance 2021 -

RE-CREATION OF THE DOOR COUNTY
FAIR HOUSING ORDINANCE

B. The Door County Clerk shall maintain forms for complaints to be filed under Section 106.50, Wisconsin Statutes, and shall assist any person alleging a violation thereof in Door County, Wisconsin to file a complaint thereunder with the Wisconsin Department of Workforce Development, Equal Rights Division, for enforcement of Section 106.50, Wisconsin Statutes.

C. Consistent with in Section 66.1011(2), Wisconsin Statutes:

1. A complainant, aggrieved person or respondent may elect to remove the action to circuit court after a finding has been made that there is reasonable cause to believe that a violation of the ordinance has occurred.

2. Door County, at any time after a complaint has been filed alleging an ordinance violation, may file a complaint in circuit court seeking a temporary injunction or restraining order pending final disposition of the complaint.

3. A forfeiture, as a penalty for violation of this subsection, is hereby established for an amount that is equal to the statutory forfeitures under Section 106.50(6)(h), Wisconsin Statutes.

VIII. Non-Exclusivity

A. The enactment, administration or enforcement of this ordinance are not exclusive and shall not:

1. 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. preclude the proceeding under any other ordinance or law relating to the same or any other matter.

3. limit any rights or remedies which may be available to any person.

IX. Effective Date

This Amendatory Ordinance shall be in full force and effect from and after its enactment and publication.

SUBMITTED BY: Administrative Committee

David Lienau, Chairman

Dan Austad

Ken Fisher

Joel Gunnlaugsson

Susan Kohout

Nancy Robillard

Richard Virlee

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 23rd day of February, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

COUNTERSIGNED

David Lienau, Chairman,
Door County Board of Supervisors

Effective Date ____________________
(106.50) **Open housing.** (1) **INTENT.** It is the intent of this section to render unlawful discrimination in housing. It is the declared policy of this state that all persons shall have an equal opportunity for housing regardless of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, age, or ancestry and it is the duty of the political subdivisions to assist in the orderly prevention or removal of all discrimination in housing through the powers granted under ss. 66.0125 and 66.1011. The legislature hereby extends the state law governing equal housing opportunities to cover single-family residences that are owner-occupied. The legislature finds that the sale and rental of single-family residences constitute a significant portion of the housing business in this state and should be regulated. This section shall be considered an exercise of the police powers of the state for the protection of the welfare, health, peace, dignity, and human rights of the people of this state.

**(1m) DEFINITIONS.** In this section:

(ad) “Advertise” means to publish, circulate, issue or display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement or sign in connection with the sale, financing or rental of housing.

(am) “Age”, in reference to a member of a protected class, means at least 18 years of age.

(b) “Aggrieved person” means a person who claims to have been injured by discrimination in housing or believes that he or she will be injured by discrimination in housing that is about to occur.

(c) “Complainant” means a person who files a complaint alleging discrimination in housing.

(d) “Conciliation” means the attempted resolution of issues raised by a complaint or by the investigation of the complaint, through informal negotiations involving the aggrieved person, the complainant, the respondent and the department.

(e) “Condominium” has the meaning given in s. 703.02 (4).

(f) “Condominium association” means an association, as defined in s. 703.02 (1m).

(g) “Disability” means a physical or mental impairment that substantially limits one or more major life activities, a record of having such an impairment or being regarded as having such an impairment. “Disability” does not include the current illegal use of a controlled substance, as defined in s. 961.01 (4), or a controlled substance analog, as defined in s. 961.01 (4m), unless the individual is participating in a supervised drug rehabilitation program.

(h) “Discriminate” means to segregate, separate, exclude, or treat a person or class of persons unequally in a manner described in sub. (2), (2m), or (2r) because of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, age, or ancestry.

(i) “Dwelling unit” means a structure or that part of a structure that is used or intended to be used as a home, residence or sleeping place by one person or by 2 or more persons who are maintaining a common household, to the exclusion of all others.

(im) “Emotional support animal” means an animal that provides emotional support, well-being, comfort, or companionship for an individual but that is not trained to perform tasks for the benefit of an individual with a disability.

(j) “Family” includes one natural person.

(k) “Family status” means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person’s household regardless of the person’s marital status:

1. A person is pregnant.
2. A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
3. A person’s household includes one or more minor or adult relatives.
4. A person’s household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
5. A person’s household includes one or more adults or minor children placed in his or her care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

(km) “Harassment” means a situation under which a tenant in housing for older persons has legal custody or physical placement of a minor child or a minor child is placed in the tenant’s care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the minor child.

(L) “Housing” means any improved property, or any portion thereof, including a mobile home as defined in s. 101.91 (10), manufactured home, as defined in s. 101.91 (2), or condominium, that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence. “Housing” includes any vacant land that is offered for sale or rent for the construction or location thereon of any building, structure or portion thereof that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence.

(m) “Housing for older persons” means any of the following:

1. Housing provided under any state or federal program that the secretary determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program.
2. Housing solely intended for, and solely occupied by, persons 62 years of age or older.
3. Housing primarily intended and primarily operated for occupancy by at least one person 55 years of age or older per dwelling unit.

(mm) “Interested person” means an adult relative or friend of a member of a protected class, or an official or representative of a private agency, corporation or association concerned with the welfare of a member of a protected class.

(mx) “Licensed health professional” means a physician, psychologist, social worker, or other health professional who satisfies all of the following:

1. He or she is licensed or certified in this state.
2. He or she is acting within the scope of his or her license or certification.

(nm) “Member of a protected class” means a group of natural persons, or a natural person, who may be categorized because of sex, race, color, disability, sexual orientation, religion, national origin, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, age, or ancestry.

(om) “Political subdivision” means a city, village, town or county.

(q) “Relative” means a parent, grandparent, greatgrandparent, stepparent, step grandparent, brother, sister, child, stepchild, grandchild, step grandchild, greatgrandchild, first cousin, 2nd cousin, nephew, niece, uncle, aunt, stepbrother, stepsister, half brother or half sister or any other person related by blood, marriage or adoption.

(r) “Rent” means to lease, to sublease, to let or to otherwise grant for a consideration the right of a tenant to occupy housing not owned by the tenant.

(s) “Respondent” means the person accused in a complaint or amended complaint of discrimination in housing and any other
person identified in the course of an investigation as allegedly having discriminated in housing.

1. “Sexual orientation” has the meaning given in s. 111.32 (13m).

2. “Status as a victim of domestic abuse, sexual assault, or stalking” means the status of a person who is seeking to rent or purchase housing or of a member or prospective member of the person’s household having been, or being believed by the lessor or seller of housing to be, a victim of domestic abuse, as defined in s. 813.12 (1) (am), sexual assault under s. 940.225, 948.02, or 948.025, or stalking under s. 940.32.

(18) DEPARTMENT TO ADMINISTER. This section shall be administered by the department through its division of equal rights. The department may promulgate such rules as are necessary to carry out this section. No rule may prohibit the processing of any class action complaint or the ordering of any class-based remedy, or may provide that complaints may be consolidated for administrative convenience only.

(2) DISCRIMINATION PROHIBITED. It is unlawful for any person to discriminate:

(a) By refusing to sell, rent, finance or contract to construct housing or by refusing to negotiate or discuss the terms thereof.

(b) By refusing to permit inspection or exacting different or more stringent price, terms or conditions for the sale, lease, financing or rental of housing.

(c) By refusing to finance or sell an unimproved residential lot or to construct a home or residence upon such lot.

(d) By advertising in a manner that indicates discrimination by a preference or limitation.

(e) For a person in the business of insuring against hazards, by refusing to enter into, or by exacting different terms, conditions or privileges with respect to, a contract of insurance against hazards to a dwelling.

(f) By refusing to renew a lease, causing the eviction of a tenant from rental housing or engaging in the harassment of a tenant.

(g) In providing the privileges, services or facilities that are available in connection with housing.

(h) By falsely representing that housing is unavailable for inspection, rental or sale.

(i) By denying access to, or membership or participation in, a multiple listing service or other real estate service.

(j) By coercing, intimidating, threatening or interfering with a person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, a right granted or protected under this section, or with a person who has aided or encouraged another person in the exercise or enjoyment of a right granted or protected under this section.

(k) In making available any of the following transactions, or in the terms or conditions of such transactions for a person whose business includes engaging in residential real estate–related transactions:

1. The making or purchasing of loans or the provision of other financial assistance for purchasing, constructing, improving, repairing or maintaining housing or the making or purchasing of loans or the provision of other financial assistance secured by residential real estate.

2. Selling, brokering or appraising residential real property.

(L) By otherwise making unavailable or denying housing.

(2m) REPRESENTATIONS DESIGNED TO INDUCE PANIC SALES. No person may induce or attempt to induce a person to sell or rent housing by representations regarding the present or prospective entry into the neighborhood of a person of a particular economic status or a member of a protected class, or by representations to the effect that such present or prospective entry will or may result in any of the following:

(a) The lowering of real estate values in the area concerned.

(b) A deterioration in the character of the area concerned.

(c) An increase in criminal or antisocial behavior in the area concerned.

(d) A decline in the quality of the schools or other public facilities serving the area.

(2r) DISCRIMINATION AGAINST PERSONS WITH DISABILITIES PROHIBITED. (b) Types of discrimination prohibited. In addition to discrimination prohibited under subs. (2) and (2m), no person may do any of the following:

1. Segregate, separate, exclude or treat unequally in the sale or rental of, or otherwise make unavailable or deny, housing to a buyer or renter because of a disability of that buyer or renter, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that buyer or renter.

2. Segregate, separate, exclude or treat unequally a person in the terms, conditions or privileges of sale or rental of housing, or in the provision of services or facilities in connection with such housing, because of a disability of that person, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that person.

3. Refuse to permit, at the expense of a person with a disability, reasonable modifications of existing housing that is occupied, or is to be occupied, by such a person if the modifications may be necessary to afford the person full enjoyment of the housing, except that in the case of rental housing the landlord may, where it is reasonable to do so, condition permission for a modification on the tenant’s agreement to restore the interior of the housing to the condition that existed before the modification, other than reasonable wear and tear. The landlord may not increase any customarily required security deposit. Where it is necessary to ensure that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of a restoration agreement a requirement that the tenant pay into an interest–bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant. If escrowed funds are not used by the landlord for restorations, they shall be returned to the tenant.

4. Refuse to make reasonable accommodations in rules, policies, practices or services that are associated with the housing, when such accommodations may be necessary to afford the person equal opportunity to use and enjoy housing, unless the accommodation would impose an undue hardship on the owner of the housing.

(bg) Animals that do work or perform tasks for individuals with disabilities. 1. If an individual has a disability and a disability–related need for an animal that is individually trained to do work or perform tasks for the individual, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, or engage in the harassment of the individual because he or she keeps such an animal.

2. If an individual keeps or is seeking to keep an animal that is individually trained to do work or perform tasks in housing, an owner, lessor, lessor’s agent, owner’s agent, or representative of a condominium association may request that the individual submit to the owner, lessor, agent, or representative reliable documentation that the individual has a disability and reliable documentation of the disability–related need for the animal, unless the disability is readily apparent or known. If the disability is readily apparent or known but the disability–related need for the animal is not, the individual may be requested to submit reliable documentation of the disability–related need for the animal.

3. An individual with a disability who keeps an animal that is individually trained to do work or perform tasks in housing shall accept liability for sanitation with respect to, and damage to the premises caused by, the animal.
106.50 APPRENTICE AND EMPLOYMENT PROGRAMS

4. Nothing in this subsection prohibits an owner, lessor, lessor’s agent, owner’s agent, or representative of a condominium association from denying an individual the ability to keep an animal in housing if any of the following applies:

a. The individual is not disabled, does not have a disability-related need for the animal, or fails to provide the documentation requested under subd. 2.

b. Allowing the animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the lessor, owner, or representative.

c. The specific animal in question poses a direct threat to a person’s health or safety that cannot be reduced or eliminated by another reasonable accommodation.

d. The specific animal in question would cause substantial physical damage to a person’s property that cannot be reduced or eliminated by another reasonable accommodation.

(br) Emotional support animals. 1. If an individual has a disability and a disability-related need for an emotional support animal, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from the individual as a condition of continued residence in housing, or engage in the harassment of the individual because he or she keeps such an animal.

2. If an individual keeps or is seeking to keep an emotional support animal in housing, an owner, lessor, lessor’s agent, owner’s agent, or representative of a condominium association may request that the individual submit to the owner, lessor, agent, or representative reliable documentation that the individual has a disability and reliable documentation of the disability-related need for the emotional support animal from a licensed health professional.

3. An individual with a disability who keeps an emotional support animal in housing shall accept liability for sanitation with respect to, and damage to the premises caused by, the animal.

4. Nothing in this subsection prohibits an owner, lessor, lessor’s agent, owner’s agent, or representative of a condominium association from denying an individual the ability to keep an animal in housing if any of the following applies:

a. The individual is not disabled, does not have a disability-related need for the animal, or fails to provide the documentation requested under subd. 2.

b. Allowing the animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the lessor, owner, or representative.

c. The specific animal in question poses a direct threat to a person’s health or safety that cannot be reduced or eliminated by another reasonable accommodation.

d. The specific animal in question would cause substantial physical damage to a person’s property that cannot be reduced or eliminated by another reasonable accommodation.

5. An individual shall forfeit not less than $500 if he or she, for the purpose of obtaining housing, intentionally misrepresents that he or she has a disability or misrepresents the need for an emotional support animal to assist with his or her disability.

6. A licensed health professional shall forfeit not less than $500 if he or she, for the purpose of allowing the patient to obtain housing, misrepresents that his or her patient has a disability or misrepresents his or her patient’s need for an emotional support animal to assist with his or her patient’s disability.

(c) Design and construction of covered multifamily housing. In addition to discrimination prohibited under pars. (b), (bg), and (br) and subs. (2) and (2m), no person may design or construct covered multifamily housing, as defined in s. 101.132 (1) (d), unless it meets the standards specified in s. 101.132 (2) (a) 1. to 4. In addition, no person may remodel, as defined in s. 101.132 (1) (b), housing with 3 or more dwelling units unless the remodeled housing meets the standards specified in s. 101.132 (2) (a) 1. to 4, as required under s. 101.132 (2) (b) 1., 2. or 3., whichever is applicable.

(5m) EXEMPTIONS AND EXCLUSIONS. (a) 1. Nothing in this section prohibits discrimination based on age or family status with respect to housing for older persons.

1e. Under this paragraph, housing under sub. (1m) (m) 3. may qualify as housing for older persons only if the owner of the housing maintains records containing written verification that all of the following factors apply to the housing:

a. At least 80 percent of the dwelling units under sub. (1m) (m) 3. are occupied by at least one person 55 years of age or older.

b. Policies are published and procedures are adhered to that demonstrate an intent by the owner or manager to provide housing under sub. (1m) (m) 3. for persons 55 years of age or older. The owner or manager may document compliance with this subd. 1e. c. by maintaining records containing written verification of the ages of the occupants of the housing.

1m. No person may discriminate by refusing to continue renting to a person living in housing for older persons under sub. (1m) (m) 3. who is subject to a hardship condition.

2. Under this paragraph, housing may qualify as housing for older persons with respect to persons first occupying the housing on or after September 1, 1992, regardless of whether a person who had not attained the age of 62 resided in the housing on that date or regardless of whether one or more dwelling units were unoccupied on that date, if the persons who first occupy the housing on or after that date have attained the age of 62.

(b) Nothing in this section shall prohibit the development of housing designed specifically for persons with disabilities and preference in favor of persons with disabilities in relation to such housing.

(d) Nothing in this section requires that housing be made available to an individual whose tenancy would constitute a direct threat to the safety of other tenants or persons employed on the property or whose tenancy would result in substantial physical damage to the property of others, if the risk of direct threat or damage cannot be eliminated or sufficiently reduced through reasonable accommodations. A claim that an individual’s tenancy poses a direct threat or a substantial risk of harm or damage must be evidenced by behavior by the individual that caused harm or damage, that directly threatened harm or damage, or that caused a reasonable fear of harm or damage to other tenants, persons employed on the property, or the property. No claim that an individual’s tenancy would constitute a direct threat to the safety of other persons or would result in substantial damage to property may be based on the tenant’s status as a victim of domestic abuse, sexual assault, or stalking.

(dm) It is not discrimination based on status as a victim of domestic abuse, sexual assault, or stalking for a landlord to bring an action for eviction of a tenant based on a violation of the rental agreement or of a statute that entitles the landlord to possession of the premises, unless subd. 1. or 2. applies. A tenant has a defense to an action for eviction brought by a landlord if the tenant proves by a preponderance of the evidence that the landlord knew or should have known any of the following:

1. That the tenant is a victim of domestic abuse, sexual assault, or stalking and that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant.

2. That the tenant is a victim of domestic abuse, sexual assault, or stalking, that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant.
assault, or stalking by a person who was the invited guest of the tenant, and that the tenant has done one of the following:

a. Sought an injunction under s. 813.12, 813.122, 813.123, or 813.125 enjoining the person from appearing on the premises.

b. Upon receiving notice under s. 704.17, provided a written statement to the landlord indicating that the person will no longer be an invited guest of the tenant and has not subsequently invited the person to be a guest of the tenant.

e) It is not discrimination based on family status to comply with any reasonable federal, state or local government restrictions relating to the maximum number of occupants permitted to occupy a dwelling unit.

(f) 1. Nothing in this section prohibits an owner or agent from requiring that a person who seeks to buy or rent housing supply information concerning family status, and marital, financial, and business status but not concerning race, color, disability, sexual orientation, ancestry, national origin, religion, creed, status as a victim of domestic abuse, sexual assault, or stalking, or, subject to subd. 2, age.

2. Notwithstanding subd. 1., an owner or agent may require that a person who seeks to buy or rent housing under subd. 1. may not violate sub. (2) (d), 42 USC 3604 (c), or any rules or regulations promulgated under this section or 42 USC 3601 to 3619, except that such an advertisement or written notice may be for a person of the same sex as the individual who seeks a person to share the dwelling unit for which the advertisement or written notice is placed.

(g) A person may not be held personally liable for monetary damages for a violation of sub. (2), (2m) or (2r) if the person reasonably relied, in good faith, on the application of the exemption under this subsection relating to housing for older persons. For purposes of this paragraph, a person may show reasonable reliance, in good faith, on the application of the exemption under this subsection relating to housing for older persons only if the person shows all of the following:

1. That he or she has no actual knowledge that the housing is not or will not be eligible for the exemption.

2. That the owner of the housing has stated formally, in writing, that the housing complies with the requirements for the exemption.

(6) FAIR HOUSING ADMINISTRATIVE ENFORCEMENT. (a) Complaints. 1. The department may receive and investigate a complaint charging a violation of sub. (2), (2m) or (2r) if the complaint is filed with the department not later than one year after the alleged discrimination occurred or terminated.

2. The complaint shall include a written statement of the essential facts constituting the discrimination that is charged, and shall be signed by the complainant.

3. The complaint may be filed by an aggrieved person, by an interested person, by the department of workforce development under par. (b) or, if the complaint charges a violation of sub. (2r) (c), by the department of safety and professional services. The department of workforce development shall, upon request, provide appropriate assistance in completing and filing complaints.

4. The department shall serve notice on the aggrieved person acknowledging the filing of the complaint and advising the complainant of the time limits and choice of forums provided under this subsection and the right to bring a private civil action under sub. (6m).

5. Upon the filing of an initial, amended, final or supplemental complaint, the department shall promptly serve a copy of the complaint upon the respondent, except where testing may be conducted. The initial complaint shall be served before the commencement of the investigation by the department, except where testing may be conducted. The notice shall be sent by certified mail, return receipt requested. The notice to the respondent shall include a written statement from the department directing the respondent to respond in writing to the allegations in the complaint within 20 days after the date of the notice and authorizing the department to bring a private civil action under this section if the respondent fails to answer the complaint in writing, the department shall make an initial determination as to whether discrimination has occurred based only on the department's investigation and the information supplied by the complainant.

6. The department may dismiss the complaint if the complainant fails to respond to the department within 20 days from the date of mailing of any correspondence from the department concerning the complaint, if the department's correspondence requests a response and if the correspondence is sent by certified mail, return receipt requested, to the last known address of the complainant.

(b) Powers and duties of department. The department of workforce development and its duly authorized agents may hold hearings, subpoena witnesses, take testimony and make investigations as provided in this subsection. The department of workforce development may test and investigate for the purpose of establishing violations of sub. (2), (2m) or (2r) and may make, sign and file complaints alleging violations of sub. (2), (2m) or (2r). In addition, the department of safety and professional services may make, sign and file complaints alleging violations of sub. (2r) (c).

The department of workforce development shall employ examiners to hear and decide complaints of discrimination under this section, and to assist in the administration of this section. The examiners may make findings and issue orders under this subsection. The department of workforce development shall develop and implement an investigation manual for use in conducting investigations under par. (c).

(c) Investigation and finding of probable cause. 1. The department shall investigate all complaints that allege a violation of this section and that are filed within the time specified under par. (a). The department may subpoena persons or documents for the purpose of investigation. If an investigation it appears that the respondent has engaged in discrimination against the complainant which is not alleged in the complaint, the department may advise the complainant that the complaint should be amended. If the complaint is amended, the department shall also investigate the allegations of the amended complaint.

2. At the conclusion of the investigation of the allegations, the department shall make a determination as to whether probable cause exists to believe that discrimination has occurred or is about to occur. In making a determination of probable cause, the department shall consider whether the facts concerning the alleged discrimination are sufficient to warrant the initiation of a civil action.

If the department determines that probable cause exists, the department shall immediately issue a charge on behalf of the aggrieved person and refer the charge to the attorney general. If the attorney general concurs in the department's determination of probable cause, the attorney general shall represent the aggrieved person at the hearing under par. (f) or, if an election is made under subd. 2.m., shall commence a civil action in the name of the state on behalf of the aggrieved person under sub. (6m).

2m. Service of copies of the charge shall be made on the complainant, the respondent, and the aggrieved person by certified mail, return receipt requested. When a charge is filed, a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed may elect to have the claims asserted in that charge decided in a civil action under sub. (6m) in lieu of a hearing under par. (f). The election shall be made no later than 20 days after the receipt by the electing person of service of the charge, along with information about how to make the election. If an election is made, the person making the election shall give notice of
doing so to the department and to all other complainants and respondents to whom the charge relates. The department shall notify the aggrieved persons that an election is made.

3. No charge may be issued regarding alleged discrimination after the beginning of the trial of a civil action commenced by the aggrieved party under sub. (6m) or 42 USC 3613, seeking relief with respect to that discriminatory act.

4. If the department initially determines that there is no probable cause to believe that discrimination occurred as alleged in the complaint, it may dismiss those allegations. The department shall, by a notice to be served with the determination, notify the parties of the complainant’s right to appeal the dismissal of the claim to the secretary for a hearing on the issue by a hearing examiner. Service of the determination shall be made by certified mail, return receipt requested. If the hearing examiner determines that no probable cause exists, that determination is the final determination of the department and may be appealed under par. (j).

(d) Temporary judicial relief. At any time after a complaint is filed alleging discrimination in violation of sub. (2), (2m), or (2r), the department may request the attorney general to file a petition in the circuit court for the county in which the act of discrimination allegedly occurred or for the county in which a respondent resides or transacts business, seeking a temporary injunction or restraining order against the respondent to prevent the respondent from performing an act that would tend to render ineffectual an order that the department may enter with respect to the complaint, pending final determination of proceedings under this section. On receipt of the department’s request, the attorney general shall promptly file the petition.

(e) Conciliation. 1. Upon the filing of a complaint alleging discrimination in violation of sub. (2), (2m) or (2r), the department may endeavor to eliminate the discrimination by conference, conciliation and persuasion. The department shall notify the parties that conciliation services are available.

2. Conciliation efforts may be undertaken by the department during the period beginning with the filing of the complaint and ending with the dismissal of the complaint under par. (c) 4. or the issuance of a charge under par. (c) 2.

3. If conciliation resolves the dispute, a written conciliation agreement shall be prepared which shall state all measures to be agreed upon to further the purposes of this section.

(f) Hearing procedures. 1. After the department issues a charge under par. (c) 2., the department shall serve the charge, along with a written notice of hearing, specifying the nature and acts of discrimination which appear to have been committed, and requiring the respondent to answer the charge at a hearing before an examiner. The notice shall specify a time of hearing, not less than 10 days after service of the charge, and a place of hearing within the county in which the violation is alleged to have occurred.

2. If an election is not made under par. (c) 2., the hearing shall be conducted by a hearing examiner. If the attorney general has concurred in the department’s determination of probable cause under par. (c) 2., the aggrieved person on whose behalf the charge was issued shall be represented by the attorney general. Any other person who is aggrieved, with respect to the issues to be determined at the hearing, may be represented by private counsel.

3. The department, the attorney general, or a party’s attorney of record may issue a subpoena to compel the attendance of a witness or the production of evidence. A subpoena issued by an attorney shall be in substantially the same form as provided in s. 805.07 (4) and shall be served in the manner provided in s. 805.07 (5). The attorney shall, at the time of issuance, send a copy of the subpoena to the hearing examiner who is responsible for conducting the hearing.

4. The testimony at the hearing shall be recorded by the department. Discovery shall be conducted as expeditiously and inexpensively as possible, consistent with the needs of all parties to obtain relevant evidence. The hearing under this paragraph shall be conducted as expeditiously and inexpensively as possible, consistent with the needs and rights of the parties to obtain a fair hearing and a complete record. The burden of proof is on the party alleging discrimination.

5. If after the hearing the examiner finds by a fair preponderance of the evidence that the respondent has violated sub. (2), (2m) or (2r), the examiner shall make written findings and order the respondent to take actions that will effectuate the purpose of sub. (2), (2m) or (2r), and may order other penalties, damages and costs as provided in pars. (h) and (i). The department shall serve a certified copy of the final findings and order on the aggrieved party, the complainant and the respondent. The order shall have the same force as other orders of the department and be enforced as provided in this subsection except that the enforcement of the order is automatically stayed upon the filing of a petition for review under par. (j).

6. If the examiner finds that the respondent has not engaged in discrimination as alleged in the complaint, the department shall serve a certified copy of the examiner’s findings on the aggrieved party, the complainant and the respondent together with an order dismissing the complaint. If the complaint is dismissed, costs in an amount not to exceed $100 plus actual disbursements for the attendance of witnesses may be assessed against the department in the discretion of the department.

(g) Time limitations. 1. The department shall commence proceedings with respect to a complaint before the end of the 30th day after receipt of the complaint.

2. The department shall investigate the allegations of the complaint and complete the investigation not later than 100 days after receipt of the complaint. If the department is unable to complete the investigation within 100 days, it shall notify the complainant and respondent in writing of the reasons for not doing so.

3. The department shall make final administrative disposition of a complaint within one year after the date of receipt of a complaint, unless it is impracticable to do so. If the department is unable to do so, it shall notify the complainant and respondent in writing of the reasons for not doing so.

(h) Damages and penalties. 1. If the hearing examiner finds that a respondent has engaged in or is about to engage in a discriminatory act prohibited under sub. (2), (2m) or (2r), the hearing examiner shall promptly issue an order for such relief as may be appropriate, which may include economic and noneconomic damages suffered by the aggrieved person, regardless of whether he or she intervened in the action, and injunctive or other equitable relief. The hearing examiner may not order punitive damages.

2. In addition to any damages ordered under subd. 1., the hearing examiner may assess a forfeiture against a respondent who is not a natural person in an amount not exceeding $10,000, unless the respondent who is not a natural person has been adjudged to have committed any prior discriminatory act under sub. (2), (2m) or (2r). If a respondent who is not a natural person has been adjudged to have committed one other discriminatory act under sub. (2), (2m) or (2r) during the preceding 5–year period, based
66.1010 Moratorium on evictions. (1) In this section, “political subdivision” has the meaning given in s. 66.1011 (1m) (e).

(2) A political subdivision may not enact or enforce an ordinance that imposes a moratorium on a landlord from pursuing an eviction action under ch. 799 against a tenant of the landlord’s residential or commercial property.

(3) If a political subdivision has in effect on March 31, 2012, an ordinance that is inconsistent with sub. (2), the ordinance does not apply and may not be enforced.

History: 2011 a. 143.

66.1011 Local equal opportunities. (1) DECLARATION OF POLICY. The right of all persons to have equal opportunities for housing regardless of their sex, race, color, disability, as defined in s. 106.50 (1m) (g), sexual orientation, as defined in s. 111.32 (13m), religion, national origin, marital status, family status, as defined in s. 106.50 (1m) (k), status as a victim of domestic abuse, sexual assault, or stalking, as defined in s. 106.50 (1m) (u), lawful source of income, age, or ancestry is a matter both of statewide and local interest for violation may not be for an amount that is less than the time required under sub. (2).

(2) Conditions of conveyance. As a condition of the conveyance of property under sub. (1), the governing body shall require that:

(a) The premises for a specified period, which may not be less than 3 years.

(c) The legal title to and ownership of any property conditionally conveyed under this section remain in the governing body until quitclaim deed to the individual property is conveyed to the individual or household under this subsection. The instrument of a conditional conveyance of property under this subsection shall contain the provision of this paragraph.

(2m) Eligibility. The governing body may establish reasonable eligibility criteria and other conditions and requirements necessary to ensure that the purposes of a program under this section are carried out.

(3) Transfer of title. If an individual or household has resided on property conveyed under this section for the period of time required under sub. (2) and has rehabilitated and otherwise complied with the terms of the conditional conveyance under subs. (2) and (2m) throughout the period, the governing body shall convey to the individual or household, by quitclaim deed, all of the body’s reversionary interests in the property.

(4) Mortgages. If an individual or household obtains a mortgage from a lending institution and uses the proceeds of the mortgage for the purposes of rehabilitating or constructing the premises or property under this section, the governing body shall agree to subjugate its rights to the premises or property in case of default, and shall agree that in such case it will execute and deliver a deed conveying title in fee simple to the institution, provided that the institution shall dispose of the property in like manner as foreclosed real estate and shall pay over any part of the proceeds of the disposal as shall exceed the amount remaining to be paid on account of the mortgage together with the actual cost of the sale, to the governing body. In return for relinquishing such rights, the governing body shall be given by the lending institution the opportunity to find, within 90 days of the default, another individual or household to assume the mortgage obligation.

NOTE: Chapter 231, laws of 1981, section 2, which created this section, contains legislative “findings and purpose” in section 1.
The Door County Board of Supervisors does hereby ordain as follows:

1. Door County hereby elects to enact this ordinance, which prohibits discrimination in any type of housing solely on the basis of an individual being a member of a protected class.

2. This ordinance (appended hereto and incorporated herein by reference) shall be known as, referred to, and may be cited as the "Door County Fair Housing Ordinance" and is hereinafter referred to as this Ordinance.

3. This Ordinance shall be designated as Chapter 20 of the Door County Code.

4. This Ordinance shall become effective upon its enactment and publication by the Door County Board of Supervisors.
DOOR COUNTY FAIR HOUSING ORDINANCE

I. TITLE

This ordinance may be cited as the Door County Fair Housing Ordinance.

II. INTENT

It is the intent of this ordinance to prohibit discrimination in housing within the boundaries of Door County. It is declared to be the policy of Door County that all persons shall have an equal opportunity for housing regardless of sex, race, color, sexual orientation, disability, religion, national origin, mental status, family status, lawful source of income, age or ancestry.

This chapter shall be deemed an exercise of the police powers Door County for the protection of the welfare, health, peace, dignity and human rights of the people of Door County, and as a fulfillment of the legislative directive of Wis. Stat. §66.1011.

III. DEFINITIONS

(1) **Complainant** means a person who files a complaint alleging discrimination in housing.

(2) **Conciliation** means the attempted resolution of issues raised by a complaint or by the investigation of a complaint, through formal negotiations involving the aggrieved person(s), the complainant, the respondent and the designated negotiating official.

(3) **Disability** means a physical or mental impairment that substantially limits one or more major life activities, a record of having such an impairment or being regarded as having such an impairment. **Disability does not include the current illegal use of a controlled substance, as defined in Wis. Stat. §961.01(4), or a controlled substance analog, as defined in Wis. Stat. §961.01(4m), unless the individual is participating in a supervised drug rehabilitation program.**

(4) **Discriminate** or **Discrimination** mean to segregate, separate, exclude or treat any person or class of persons unequally because of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age or ancestry.

(5) **Family** includes one natural person.

(6) **Family Status** means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person’s household regardless of the person’s marital status:

   (a) A person is pregnant.
   (b) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
   (c) A person’s household includes one or more minor or adult relatives.
   (d) A person’s household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
   (e) A person’s household includes one or more adults or minor children placed in his or her care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

(7) **Housing** means any improved property, or any portion thereof, including a mobile home as defined in Wis. Stat. §66.0435(1)(d) or condominium, that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence. Housing includes any vacant land that is offered for sale or rent for the construction or location thereon of any building, structure or portion thereof that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence.

(8) **Person** means one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

(9) **Relative** means a parent, grandparent, great-grandparent, stepparent, step-grandparent, brother, sister, child, stepchild, grandchild, step grandchild, great-grandchild, first cousin, second cousin, nephew, niece, uncle, aunt, stepbrother, stepsister, half brother, half sister or any other person related by blood, marriage or adoption.
(10) **Rent** means to lease, to sublease, to let or otherwise grant for a consideration the right of a tenant to occupy housing not owned by the tenant.

(11) **Respondent** means the person accused in a complaint or amended complaint of discrimination in housing and any other person identified in the course of an investigation as allegedly having discriminated in housing.

IV. **DISCRIMINATION PROHIBITED.**

It shall be unlawful for any person to discriminate:

(1) By refusing to sell, rent, finance or contract to construct housing or by refusing to negotiate or discuss the terms thereof.

(2) By refusing to permit inspection or to falsely represent that housing is not available for inspection or exacting different or more stringent price, terms or conditions for the sale, lease, financing or rental of housing.

(3) By refusing to finance or sell an unimproved residential lot or to construct a home or residence upon such a lot.

(4) To differentiate in the price of rental or in the terms or conditions of sale or rent of any housing between persons.

(5) By publishing, circulating, printing, issuing, displaying, posting, mailing, or causing to be published, circulated, printed, issued, displayed, posted, mailed, any communication, notice, advertisement or sign in connection with the sale, financing, lease or rental of housing, which states or indicates any preference or discrimination in connection with housing.

(6) By refusing to lend money or security, guarantee any loan, accept any mortgage or in any other manner make available any other funds or resources for the construction, acquisition, purchase, rehabilitation, repair or maintenance of any housing.

(7) For a person in the business of insuring against hazards, by refusing to enter into, or by exacting different terms, conditions or privileges with respect to, a contract of insurance against hazards to a dwelling.

(8) By refusing to renew a lease, causing the eviction of a tenant from rental housing or engaging in the harassment of a tenant.

(9) In providing the privileges, services or facilities that are ordinarily provided pursuant to legal duty or local custom.

(10) By falsely representing that housing is unavailable for inspection, rental or sale.

(11) By coercing, intimidating, threatening or interfering with a person in the exercise of enjoyment of, or on account of his or her having exercised or enjoyed, a right granted or protected by this section, or with a person who has aided or encouraged another person in the exercise of enjoyment of a right granted or protected under this section.

(12) By deliberately and willfully submitting, filing, issuing, publishing, requiring the use of or otherwise utilizing any document evidencing a transfer of real estate interests which contains a provision, covenant or restriction which indicates any preference, limitation or discrimination based on race, gender, color, handicap, developmental disability, religion, national origin, ancestry, marital status of the person maintaining a household, lawful source of income, or sexual orientation.

(13) By refusing to sell, rent, lease, or in any other manner deny, withhold, or impair the transfer of title, leasehold or any other interest in any part of any housing.

(14) By refusing to make reasonable accommodations to persons with disabilities in rules, policies, practices or services that are associated with the housing, when such accommodations may be necessary to afford the person(s) equal opportunity to use and enjoy housing, unless such accommodations would impose an undue hardship on the owner of the housing.

(15) Inducing or attempting to induce any person to sell, rent or lease any housing by representations regarding the present or prospective entry into the neighborhood of a person or persons of a particular race, gender, age, religion, color, national origin, ancestry, marital status of the person maintaining a household, family status, mental illness, physical condition, appearance, lawful source of income, arrest or conviction record, or sexual orientation, or by representations to the effect that such present or prospective entry will or may result in any of the following:

(a) The lowering of real estate values in the area concerned.

(b) A deterioration in the character of the area concerned.

(c) An increase in criminal or antisocial behavior in the area concerned.

(d) A decline in the quality of the schools or other public facilities serving the area.
V. EXCEPTIONS

(1) Nothing in this chapter shall prohibit discrimination:

(a) On the basis of age in relation to housing designed to meet the needs of elderly individuals;
(b) On the basis of physical condition or mental illness in relation to housing designed specifically to meet the needs of persons with physical impairments or developmental disabilities;
(c) On the basis of age with respect to any person less than 18 years old who is seeking to purchase, lease, finance or construct housing;
(d) On the basis of conviction record, where the nature of the offense is such given the nature of the housing, so as to cause a reasonable person to have justifiable fear for the safety of residents or employees; or
(e) On the basis of gender where such housing is devoted exclusively to members of one sex.

(2) It is not discrimination based on family status to comply with any federal, state or local government restrictions relating to the maximum number of occupants permitted to occupy a dwelling unit.

VI. ENFORCEMENT PROCEDURES.

The Corporation Counsel shall enforce the provisions of this chapter as follows:

(1) The Corporation Counsel may receive and investigate a complaint from any person aggrieved by a practice prohibited by this ordinance, provided that a written and verified statement of complaint is filed no more than 300 days after the alleged discrimination occurred.

(a) All Complaints shall contain the following:

(i) The name and address and signature of the complainant; the name and address and signature of the agent, if any, of the complainant and the name and address of the person allegedly discriminated against if different than the complainant;
(ii) The name and address of the respondent(s);
(iii) A statement setting forth the particulars of the alleged discriminatory practice;
(iv) The date(s) of the alleged discriminatory practice(s).

(2) The Corporation Counsel shall serve a copy of the complaint upon the respondent, including a written statement directing the respondent to respond in writing to the allegations in the complaint within twenty (20) days after the date of the notice and stating that, if the respondent fails to answer the complaint in writing, an initial determination will be made as to whether discrimination has occurred based solely on the Corporation Counsel's investigation and the information supplied by the complainant.

(3) The Corporation Counsel may dismiss the complaint if the complainant fails to respond to the Corporation Counsel within twenty (20) days from the date of mailing to the last known address of the complainant.

(4) If probable cause exists to believe that any discrimination has been or is being committed in violation of this ordinance, the Corporation Counsel may endeavor to eliminate such discrimination by conference, conciliation and persuasion.

(5) Upon a determination that conciliation and persuasion are either unlikely to eliminate or have not eliminated the alleged discrimination, the corporation counsel may commence a forfeiture action in the name of Door County and proceed in the Circuit Court for Door County for the enforcement of this chapter and penalty provided.

(6) At any time after a complaint regarding discrimination in rental housing is filed with his or her office, the Corporation Counsel may also move the court as follows:

(a) If a vacancy exists in the unit or in a unit similar to that sought by the complainant, for which the complainant is willing and able to assume the cost and other responsibilities, the Corporation Counsel may move the court for an order directing the defendant-lessor to offer such unit to the complainant.
(b) If no vacancy exists in the unit or in a unit similar to that sought by the complainant, the Corporation Counsel may move the court for an order directing the defendant-lessor to offer the complainant the next available unit for which the complainant is willing and able to assume the costs and other responsibilities.
(c) In the event of a final and binding determination by the court that the defendant-lesser’s initial rejection of the complainant was not due to unlawful discrimination, tenancies entered into pursuant to a court order under (a) or (b) of this paragraph shall be terminated thirty (30) days after the parties and complainant receive notice of entry of judgment.

(7) Whenever the Corporation Counsel has reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of resistance to the full enjoyment of any of the rights granted by this chapter, or that any group of persons has been denied any of the rights granted by this chapter, he or she may bring a civil action in the Circuit Court of Door County, including an application for temporary or permanent injunctive relief, restraining order, or other order against the person or persons responsible for such pattern or practice of denial of rights.

(8) The Corporation Counsel shall report on all actions taken under this chapter to the Administrative Committee, which may also receive public testimony and recommend further appropriate action regarding the implementation of this chapter.

VII. PRIVATE RIGHTS RESERVED.

Nothing in this chapter shall limit an individual’s right to initiate or maintain a private right of action to enforce his or her statutory or constitutional rights and privileges.

VIII. RIGHTS OF OWNER OR AGENT.

Nothing in this chapter shall limit the right of an owner or agent to require that any person who seeks to buy, rent or lease housing supply references or information concerning financial status.

IX. PENALTIES

(1) Any person who willfully violates any provision of this ordinance or any lawful order issued under this ordinance shall, for the first violation, forfeit not less than $500 nor more than $2500.

(2) Any person adjudged to have willfully violated any provision of this ordinance for the second time within a five year period shall, for that second violation committed within the same five year period, forfeit not less than $2500 nor more than $10,000.

(3) Any person adjudged to have willfully violated any provision of this ordinance for the third or subsequent time within a five year period shall, for the third and subsequent violations committed within the same five year period, forfeit not less than $10,000 nor more than $25,000.

X. SEVERABILITY.

If any section, provision or portion of this ordinance is adjudged invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

XI. EFFECTIVE DATE.

This Ordinance shall be effective upon adoption and publication by the Door County Board of Supervisors as provided by law.
County of Door
HUMAN RESOURCES
County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235
Fax: 920/746-2538
PH: 920/746-2305

To: Door County Administrative Committee
From: Kelly A. Hendee, Human Resources Director
Date: February 11, 2021
Re: 2021 Compensation Review

Background
The County is in the process of conducting a compensation market review.

In 2016, the County retained Carlson-Dettmann Consulting to complete a thorough review by taking a deep dive into the positions of Door County. The goal of this project was to make sure the County is internally equitable, externally competitive, and supports employee development and be able to properly fund it. This review consisted of taking a look at:

- Position Descriptions
- Position Job Analysis Questionnaire's (JAQ)
- Market Comparable Public
- Market Comparable Private

This study also provided a one-on-one meeting with each department head, and an appeal process. The outcome was the current Compensation Structure we have been actively working with for the past several years. The consultant recommended a market review and analysis every five (5) years to ensure the structure remains viable.

Market Review 2021
In 2021, we are completing a Compensation Market review. In essence, the study will look at the following:

1. Market conditions with comparable Counties and Municipalities
   Public Sector:
   - Counties: Brown; Calumet; Dodge; Fond du Lac; Jefferson; Kewaunee; Langlade; Manitowoc; Marinette; Oconto; Oneida; Outagamie; Shawano; Sheboygan; Waupaca; Winnebago
   - Cities: Appleton; De Pere; Fond du Lac; Green Bay; Manitowoc; Marinette; Sheboygan; Sturgeon Bay
   - Villages: Allouez; Ashwaubenon; Bellevue; Hobart; Howard
Private Sector: Bureau of Labor Statistics (Northeastern WI Non-metro, Green Bay metro); Survey; CompData; Towers Watson. (Due to COVID-19 and availability, these resources may change)

2. Matters that may have an impact on our ability to be competitive (example: geography)

3. It will also look at items such as:
   a. Compression between positions
   b. Potential changes in minimum wage and the impact
   c. Education requirements / Years of experience

Outcome

Upon completion of the consultant’s market review, recommendations will be brought forward to the Administrative Committee for consideration and recommendations to County Board. The Consultant will be presenting an overview of the project to County Board on February 23, 2021.
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### Grade Order List

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Adopted By County Board 10-27-20
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Adopted By County Board 10-27-20

M:\Compensation - Structures & Studies\2021 Compensation Structure\2021 FINAL Compensation Structure w-annual salary (002).xlsx

Date Printed: 11/20/2020
Resolution No. 2021-__

Human Resources New Defined Term Position

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, The Human Resources Director (HRD) determined through the analysis of organizational turnover and change determined the need for additional resources to add one full time position to keep up with demand.

WHEREAS, The Finance, and Administrative Committees met, conferred with the Human Resources Director, and County Administrator, considered the personnel request made and submits the following recommendation to the County Board:

The following personnel requests are recommended for approval effective March 1, 2021:

New Defined Term Position

Human Resources Generalist One (1) full time Defined Term Employee ("DTE") position

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the above action on the new DTE position as detailed above.

SUBMITTED BY:
ADMINISTRATIVE COMMITTEE & FINANCE COMMITTEE

David Lienau
Administrative Committee Chair

David Englebert
Finance Committee Chair

Ken Fisher

Daniel Austad

Dan Austad
Alexis Heim Peter

Joel Gunnlaugsson

Susan Kohout

Susan Kohout
Nancy Robillard

Nancy Robillard
Laura Vlies Wotachek

Richard Virlee
Richard Virlee

Reviewed by: , Corp. Counsel
Reviewed by: , Administrator

FISCAL IMPACT:
See 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 23rd day of February, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
County of Door
HUMAN RESOURCES
County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235
Fax: 920/746-2538
PH: 920/746-2305

To: Door County Administrative Committee / Finance Committee / County Board

From: Kelly A. Hendee, Human Resources Director

Date: February 10, 2021

Re: New Position Request – Defined Term Employee

Background
I am requesting that we add a Defined Term Employee to the Department. The Human Resources Department has experienced organizational growth and changes for several years while maintaining the same level of staff. We have now reached a point where we are struggling with meeting the demands of recruitments along with other significant projects that need to be completed. As the organization continues to evolve and our needs change, the effect on Human Resources is ongoing (i.e., reorganization, department studies, interested and qualified candidates).

In addition this year, we will have one of the three staff on an approved leave for a quarter of the year, which will have a significant impact on the proceesees for filling positions, as well as other essential functions.

Analysis
With the changing demographics of the organization and also the job market, the amount of recruitments has increased significantly over the past ten years. We are working to optimize the process and even implemented new technology, however, these changes are not meeting demand; they do reduce the amount of paper we go through though.

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<td>2020:</td>
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To put some of these numbers into perspective, each of them require phone calls, and follow up. On average, interviews last approximately 60 minutes, or 1572 hours in 2019; 1140 hours in 2020 – an average 40 hour work week is 2080 hours annually. This only includes the time interviewing, not the prep work before hand, including reviewing the applications – 920 in 2020, as well as, responding to all candidates. Overall what we are seeing is less interested and qualified candidates for the more traditional positions in Public Safety, and others.

While we thought that in 2020 with COVID that it would slow down, the amount of work for the department has increased due to continued recruitments and responding to employee benefits and other employment needs. Likewise, the transition to virtual interviews has been very time consuming.
Lastly, while recruitments is a large function of the Department, other programs and projects that require significant attention and time include:

1. 2021 Negotiations for both units.
2. Conversion to new RX provider in 2021
3. Policy manual re-write
4. Dayforce / Payroll changes
5. COVID Operation Plans
6. New Insurance Coverages
7. Insurance advisor review
8. Employee Training – new training program

**Recommendation**
I have great respect for the budget process, but the urgent need has initiated this request. Given the analysis, a Defined Term Employee would allow us to better serve the employees of this organization and meet the needs for best practices, training, and other related services we provide.

Specifically, I am requesting the following:

1. For 2021, that a Defined Term Employee be approved. The estimated fiscal cost will be $82,948 and this would come from the General Contingency.
2. For 2022, the Defined Term Employee would follow the budget process and approvals.

As a Defined Term Employee (DTE), this position would be considered “longer-in-term” vs a Limited Term Employee (LTE). A DTE position provides benefits and will allow us to find a more qualified candidate. As a DTE, it would be reviewed yearly as we monitor our overall workload. For example, the employee demographics show that we will be in this high cycle of recruitments for the next several years.
### REQUEST FOR FISCAL IMPACT INFORMATION

**Reclassification**

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**Human Resource - DTE Generalist**

- **Effective Date:** 6 Mo
- **Department:** HR
- **Sub Dept:**

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<th>2021 Total Salary</th>
<th>2021 Total Benefits</th>
<th>TOTAL SALARY and Benefits</th>
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<tr>
<td><strong>HR DTE Generalist - Grade H-Level 1</strong></td>
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<tr>
<td>1.00</td>
<td>$23.93</td>
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<td><strong>Total Salary and Benefit Increase</strong></td>
<td>91,121</td>
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**Disclaimer:**

This Fiscal Impact does not include Step 2 $24.62, Step 3 $25.30, Step 4 $25.98, or Step 5 $26.67.

This Fiscal impact is an example illustration of what the costs would be for this position/position change. It is based on estimates and assumptions provided by the Human Resources Department and/or the department in which this position works. Because these estimates and assumptions may change, or may be different than the actual circumstances at the time that this position is filled or this position change takes place, there may be a difference between the costs projected in this Fiscal Impact and the actual costs.

---

**Dept Head Signature:**

[Signature]

**Date:**

[Date]

**Finance Director:**

[Signature]
County of Door
Human Resources Generalist

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Human Resources Generalist</th>
<th>Last Revision</th>
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General Summary

This position is responsible for professional and technical work in the County's Human Resources Department. The employee in this position assists the Director of Human Resources in carrying out personnel functions including, but not limited to recruitment and selection, program compliance, safety, employee relations and training. Ensure compliance with all applicable federal and state employment laws and maintain the confidentiality of all employees & Development-related information.

Duties and Responsibilities

**Essential Job Functions**

1. This position performs a variety of confidential tasks and assists the Human Resources Director in carrying out personnel functions including, but not limited to recruitment and selection, salary and benefit administration, Worker’s Compensation and Family Medical Leave Policies and Procedures. Strictly follows Federal and State laws and regulations, County and departmental policies and procedures.
2. Responsible for assisting director with employee benefits administration including strategizing and planning valuable and cost effective health care, coordinating annual open enrollment and on-going benefit administration, and as a Liaison between benefit provider and employee.
3. Responsible for assisting director with administration of Family Medical Leave and Worker’s Compensation programs in accordance with Policies and Procedures as well as maintain compliance with Federal and State law.
4. Responsible for assisting in the recruitment process, ensuring that all paperwork is complete and ready for oversight committee review and coordinating interviews.
5. Responsible for orientations and following through with on-boarding process.
6. Prepares and conducts training programs for all employees as requested by the director.
7. Maintains prompt, predictable, and regular physical attendance.
8. Provide truthful and accurate written and verbal communications.
9. Responsible for assisting with the Civil Rights Compliance Plan and working with the department heads in completing and submitting required documents to state of Wisconsin.
10. Assists Human Resources Director in working directly with departments on safety matters, including work related injuries.

**General Job Functions**

1. May attend committee meetings in the absence of the Director.
2. Responds to requests and questions from employees regarding benefits, leave programs, worker’s compensation.
3. Performs research regarding labor markets, organizational needs and other matters as directed.
County of Door  
Human Resources Generalist

Requirements

Training and Experience

1. Bachelor's Degree in Human Resources, Business Administration or related field from an accredited college required. Extensive, recent Human Resources work experience and HR certification may be considered.
2. Five (5) or more years of recent related work experience in Human Resources, policy administration preferably in the public sector.
3. One or more years of work related experience in accounting or accounting course work.
4. Professional in Human Resources Certification (PHR) strongly preferred.
5. Advanced knowledge of spreadsheet and HRIS report writing applications highly desired.
6. Maintain a valid Wisconsin Driver's License.

Knowledge, Skills, and Abilities Required

1. Knowledge of generally accepted office procedures, technology and equipment; human resource laws, regulations and procedures and best practices; knowledge of labor agreement language.
2. Ability to maintain appropriate confidentiality.
3. Proficient in creating and manipulating spreadsheets.
5. Ability to analyze and interpret comprehensive job requirements.
6. Ability to use tact and courtesy in maintaining an effective working relationship with department employees, county supervisors, county officials, and general public.
7. Ability to understand and follow instructions.
8. Ability to read, comprehend, and communicate, both verbally and in writing as well as effectively administer by written, and verbal communications.
9. Ability to be an analytical thinker.

Physical & Working Conditions

Nearly 100% of time work is performed in a normal office setting with little or no discomfort from temperature, dust or noise. Interacting with other employees, general public, whether walking in or on the telephone may be encountered.

Over 75% of work is performed seated at a desk, working on a computer keyboard and/or telephone with about 10% of work performed standing and walking. Over 75% of the work is performed by talking, hearing, and using both far and near vision. Occasional lifting is required up to 10 lbs. (i.e. paper and equipment).

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 323.14 Wis. Stats. and County emergency management plans and programs.

The above is intended to describe the general content of the requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. They may be subject to change at any time due to reasonable accommodation or other reasons.

Approvals:

Kelly A. Hendee, Human Resources Director

11-27-17
**Request to Refill Position**

**DEPT. HEAD TO COMPLETE:**

<table>
<thead>
<tr>
<th>Department</th>
<th>Circuit Court</th>
<th>Position Title: Judicial Assistant, Branch 1</th>
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**Position Status:**
- [ ] Currently vacant
- [x] Will be vacant
- [x] Full Time
- [ ] Part Time
- [ ] New position
- [ ] Date Vacant: 5-1-2021
- [ ] Hours per week: 40

**Reason for Vacancy:**
- [ ] Termination
- [ ] Transfer
- [x] Retirement
- [ ] Resignation

**Transfer:** why is the new position more attractive to employee than current one?

**Name of Current / Most Recent Incumbent:** Sheryl Ripp

- [ ] I have invited the Chair of my Oversight Committee to participate in the interview process

**Reviewed, updated, and submitted to Human Resources:**
- [x] Job Analysis Questionnaire *(not to be included in the agenda packet)*
- [x] Job Description

**Completed by:** Jennifer A. Moeller  
**Date:** 1-25-2021

**Financial Information:**

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<td>[x] Levy %</td>
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<tr>
<td></td>
<td>[ ] No</td>
<td>[ ] Grant Funded %</td>
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<td></td>
<td>[ ] Other Support</td>
<td>[x] Fiscal Impact, from Finance Department, completed and attached</td>
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**HR TO COMPLETE:**

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<td>[x] Date</td>
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<tr>
<td>[x] The Job Description has been updated and signed?</td>
<td>[x] Date</td>
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**Approvals:**

- County Administrator
- Administrative Committee Chair
County of Door
Judicial Assistant

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<td>Report To</td>
<td>Circuit Judge</td>
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<tr>
<td>Pay Grade</td>
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<td>EEO Code</td>
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General Summary

This position performs a variety of secretarial and administrative duties which involve daily contact with highly confidential information. Performs numerous and varied clerical duties including assisting the public over the telephone and in person. Schedules court cases to be held in a timely and expedient manner, to facilitate Judge's time in court most efficiently. Regular attendance and punctuality along with being prepared to commence work at designated work locations, on the assigned or scheduled days and hours is expected.

Duties and Responsibilities

**Essential Job Duties**

1. Type opinions, correspondence and decisions and prepare reports, dispositions, memoranda, agendas, jury instructions, orders and notices.
2. Post court calendar daily, update weekly calendar. Assist with scheduling of court hearings, trials, conferences, legal appointments, meetings and other activities for the judge.
3. Contact attorneys and parties concerning court date, appointments and cancellations.
4. Receive requests for court appearance.
5. Assist with file and record acquisitions. Organize and maintain Judge's files and records.
6. Receptionist duties to include screening and answering the telephone, handling visitors and processing mail.
7. Maintain Judge's law library.
8. Assist out of county Judges with scheduling & securing a room for hearings.
9. Carry out such duties under statute as the circuit judge directs.
10. Provide truthful and accurate written and verbal communications.

**General Job Functions**

1. Back up Juvenile Clerk processing case filings.

Requirements

**Training and Experience**

1. High school diploma or equivalent.
2. Two (2) or more years of secretarial/clerical work experience; or an equivalent combination of training and experience, preferably in a legal office.
3. Ability to type a minimum of 45 words per minute determined by a standard keyboard test.
County of Door  
Judicial Assistant  

Knowledge, Skills, and Abilities Required  

1. Ability to read, comprehend, and communicate, both verbally and in writing as well as effectively administer by written, and verbal communications.  
2. Capable of adjusting court schedules promptly and possess high organizational skills.  
3. Capable of carrying out complex oral and written instruction.  
4. Ability to use tact and courtesy in maintaining an effective working relationship with department employees, county supervisors, county officials, and general public.  
5. Ability to work with a minimum of supervision and maintain high degree of integrity and confidentiality regarding circuit court information.  
6. Ability to learn computerized records management, and file legal documents at a reasonable rate of speed is essential.  
7. Ability to multitask and handle interruptions throughout the day.  
8. Ability to prioritize workload and process paperwork in a timely manner.  

Physical & Working Conditions  

Nearly 100% of time work is performed in a normal office setting with little or no discomfort from temperature, dust or noise. Interacting with other employees, general public, whether walking in or on the telephone may be encountered.  

Over 75% of work is performed seated at a desk, working on a computer keyboard and/or telephone with about 10% of work performed standing and walking. Over 75% of the work is performed by talking, hearing, and using both far and near vision. Occasional lifting is required up to 10 lbs. (i.e. paper and equipment).  

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 323.14 Wis. Stats. and County emergency management plans and programs.  

The above is intended to describe the general content of the requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. They may be subject to change at any time due to reasonable accommodation or other reasons.  

Approvals:  

[Signatures]  

D. Todd Ehlers, Circuit Court Judge, Branch 1  
Date  

Kelly A. Hendee, Human Resources Director  
Date  

Page 2 of 2
REQUEST FOR FISCAL IMPACT INFORMATION

### RECLASSIFICATION

<table>
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<th>Job Class</th>
<th>Step</th>
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Position Title: Judicial Assistant  
Effective Date:  
Department: Sub Dept  
Circuit Court:  

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Total Salary and Benefit Increase:
- 5,106
- 11,941

---

**Dept Head Signature**  
**Finance Director**  
Date: 1/21/2021

---

**Disclaimer:** This Fiscal Impact does not include Step 2 $20.62, Step 3 $21.19, Step 4 $21.76, and Step 5 $22.34.

This Fiscal Impact is an example illustration of what the costs would be for this position/position change. It is based on estimates and assumptions provided by the Human Resources Department and/or the department in which this position works. Because these estimates and assumptions may change, or may be different than the actual circumstances at the time that this position is filled or this position change takes place, there may be a difference between the costs projected in this Fiscal Impact and the actual costs.
### Request to Refill Position

Date Created: 11/19/2014  
Date Revised: 01/23/2019

Please reference the most current copy of the Door County Employee Handbook and Administrative Manual.

**DEPT. HEAD TO COMPLETE:**

<table>
<thead>
<tr>
<th>Department</th>
<th>Health &amp; Human Services</th>
<th>Position Title: Registered Sanitarian/Health Educator</th>
</tr>
</thead>
</table>

Position Status:
- [ ] Currently vacant
- [x] Will be vacant  
  Date Vacant: March 8th, 2021
- [ ] Full Time
- [ ] Part Time
- [ ] New position
- [ ] Hours per week: 40

Reason for Vacancy:
- [ ] Termination
- [ ] Transfer
- [ ] Retirement
- [x] Resignation

Transfer: why is the new position more attractive to employee than current one?

Name of Current / Most Recent Incumbent: Chelsea Smies

Reviewed, updated, and submitted to Human Resources:
- [x] Job Analysis Questionnaire (not to be included in the agenda packet!)
- [x] Job Description

Completed by: Joe Krebsbach  
Date: 2-9-2021

**Financial Information:**

Salary Range: H 23.93 – 27.05  
Is the Position Budgeted: [x] Yes  
[ ] No

Funding Source:
- [x] Levy  
  % 100
- [ ] Grant Funded
- [ ] Other

Fiscal Impact, from Finance Department, completed and attached

**HR TO COMPLETE:**

- [x] Human Resources has performed a position review? 
  (HR initial) 2/9/21 Date
- [x] The Job Description has been updated and signed? 
  (HR initial) 2/9/21 Date

**Approvals:**

County Administrator  
Date: ____________________

Administrative Committee Chair  
Date: ____________________
County of Door
Registered Sanitarian

Division:  
Title:  
Registered Sanitarian

Date Created:  
02/09/2021

Reports To:  
Public Health Manager /  
Health Officer

Prepared By:  
Sue Powers

Date Revised:  
02/10/2021

Pay Grade:  
H

Reviewed By:  
Kelly Hendee

Date Approved:  
02/11/2021

FLSA Status:  
Exempt

GME

EEO Code:  
02 – Professionals

General Summary
The Registered Sanitarian promotes individual and population public health by providing the essential services of public health within a variety of settings. This individual routinely inspects environments to ensure they remain safe, prevent or resolve health issues that impact individuals or the entire population. Assists with public health emergency preparedness activities. Responsible for providing truthful and accurate written and verbal communications.

Duties and Responsibilities

Essential Job Functions
1. Investigate complaints regarding environmental health problems and environmental health hazards, and initiates enforcement or corrective actions as required.
2. Provides health education and technical assistance to individuals and/or groups regarding compliance with current local public health and environmental codes, regulations and policies.
3. Participates in response teams to prevent, minimize, and contain adverse health events and conditions resulting from communicable diseases; food-, water-, and vector-borne outbreaks; chronic diseases; environmental hazards; injuries; and health disparities.
4. Train for and participate in emergency response planning for the county, and respond in the event of an emergency.
5. Collect samples, conducts field tests, collects and analyzes environmental public health data; interprets results and makes recommendations for corrective action(s).
6. Responds to public complaints and inquiries on environmental or public health matters.
7. Collaborate in the development and delivery of best practice programs and activities that promote health and prevent disease, in settings including, but not limited to the Health Department, homes, community organizations and businesses, schools, and the community in general.
8. Interprets codes, determines compliance, issues orders and citations, provides testimony at hearings and court appearances.
9. Collaborates in the development, implementation and evaluation of long- and short-range policies, procedures, plans and programs for environmental public health in Door County.
10. Maintains records of all inspections, activities and reports, using appropriate databases such as WEDSS, and communicates information with appropriate individuals to include: policymakers, businesses and the general public.
11. Coordinates enforcement activities between other governmental agencies, which enforce laws and regulations to protect the public's health.

General Job Functions
1. Coordinates and attends meetings and conferences pertaining to areas of responsibility, as required.
2. Provides orientation to staff, students and other professionals in the community regarding environmental public health practices.
County of Door
Registered Sanitarian

3. Collaborates in Door County’s community health assessment and health improvement planning and intervention activities as needed.

Requirements

Training and Experience
1. Bachelors of Science Degree in Environmental Health or other related degree with a minimum of 30 semester hours of science.
2. Registered as a Sanitarian by the State of Wisconsin or the National Environmental Health Association as required by the State of Wisconsin, Division of Public Health, or within two years of hire.
3. Two years of experience as an Environmental Health Practitioner or equivalent preferred.
4. Valid Wisconsin driver’s license, current certificate of vehicle insurance, and access to reliable transportation to all assigned work locations.
5. Training and experience in public health emergency preparedness, including Incident Command Structure (ICS) and National Incident Management System (NIMS) is preferred. Must obtain IS-700 NIMS and ICA-100 Certification within the first year of hire.

Knowledge, Skills, and Abilities Required
1. Knowledge of applicable professional guidelines for Licensed Environmental Health Practitioners and local, State and Federal laws and regulations applicable to practice as an environmental public health professional in the state of Wisconsin.
2. Knowledge of well water sample procedures and protocol.
4. Knowledge of safety procedures for handling hazardous materials.
5. Knowledge of data collection, analysis and interpretation techniques.
6. Ability to exercise good independent judgment in making decisions and use of discretion in handling confidential information.
7. Demonstrates ability to interpret and apply public health protection regulations.
8. Ability to communicate effectively and concisely, both orally and in writing, including public speaking skills.
9. Ability to prepare and maintain accurate records on findings and to write clear and concise reports.
10. Ability to establish and maintain effective working relationships with staff, citizens, other agencies, and target segments of the community.
11. Knowledge of conflict resolution techniques and its applications.
12. Ability to implement assigned components of Health Department programs.
13. Demonstrates basic knowledge and use of computerized data management systems and Microsoft Office programs.
14. Ability to travel to sites throughout the County.

Physical & Working Conditions
Over 75% of time worked will be indoors in a variety of settings such as an office, in meeting rooms, and field work that means possible exposure to unsanitary conditions and personal safety.

When in the office, somewhat normal environment exists with little or no discomfort from extreme temperature, dust, wetness or the like. During direct field work, such as inspections, must use preventive procedures to evade contracting communicable diseases.

Field assignments will involve working with individuals of various social-economic and cultural backgrounds, and groups that may range from community-based service organizations to
governmental agencies. Occasional exposures to traffic hazards and weather hazards while driving and occasional exposure to noisy, stressful clinic situations.

Some weekend and evening work may be required.

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 is intended to describe the general content of the requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. They may be subject to change at any time due to reasonable accommodation or other reasons.

Approvals:

_________________________  ________________________
Joseph A. Krebsbach, Health and Human Services Director  Date

_________________________  ________________________
Kelly A. Hendee, Human Resources Director  Date
REQUEST FOR FISCAL IMPACT INFORMATION

RECLASSIFICATION

<table>
<thead>
<tr>
<th>FTE/Hours</th>
<th>@ Rate</th>
<th>2021 TOTAL SALARY</th>
<th>2021 TOTAL BENEFITS</th>
<th>TOTAL SALARY and Benefits</th>
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<td>HHS-Registered Sanitarian/Health Educator - Grade H-Level 1</td>
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Dept Head Signature: [Signature]

Date: 2/9/2021

Finance Director:

Disclaimer: This Fiscal Impact does not include Step 2 $24.62, Step 3 $25.30, Step 4 $25.98, or Step 5 $26.67.

This Fiscal Impact is an example illustration of what the costs would be for this position/position change. It is based on estimates and assumptions provided by the Human Resources Department and/or the department in which this position works. Because these estimates and assumptions may change, or may be different than the actual circumstances at the time that this position is filled or this position change takes place, there may be a difference between the costs projected in this Fiscal Impact and the actual costs.
## Separation of Employment

<table>
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<td>1/29/2021</td>
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<td>2/3/2021</td>
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<td>3/5/2021</td>
<td>Resignation</td>
<td>Health &amp; Human Services</td>
<td>Chelsea Smies</td>
<td>Registered Sanitarian/Health Educator</td>
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## New Hires

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<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>1/10/2021</td>
<td>Internal Hire</td>
<td>Highway &amp; Airport</td>
<td>Keith Bukouricz</td>
<td>Sign Man</td>
</tr>
<tr>
<td>1/29/2021</td>
<td>Hired</td>
<td>Emergency Services</td>
<td>Ryan Zahler</td>
<td>EMT Basic</td>
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<tr>
<td>1/29/2021</td>
<td>Hired</td>
<td>Emergency Services</td>
<td>Traci Ziebell</td>
<td>EMT Basic</td>
</tr>
<tr>
<td>2/1/2021</td>
<td>Hired</td>
<td>Facilities &amp; Parks</td>
<td>John Berglund</td>
<td>Facilities Supervisor</td>
</tr>
<tr>
<td>2/1/2021</td>
<td>Internal Hire</td>
<td>Treasurer's Department</td>
<td>Chris Moe</td>
<td>Chief Deputy Treasurer</td>
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<tr>
<td>2/8/2021</td>
<td>Hired</td>
<td>Clerk of Court</td>
<td>Chrystal VanGheem</td>
<td>Deputy Clerk of Court</td>
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<tr>
<td>2/15/2021</td>
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<td>Health &amp; Human Services</td>
<td>Vivian Grair</td>
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## Introductory Period Completion

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<td>Intro</td>
<td>Facilities &amp; Parks</td>
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<td>Custodian</td>
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## Transaction Definitions

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<tr>
<td>Hired</td>
<td>Newly hired employees</td>
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<tr>
<td>Inactive</td>
<td>Regular, Limited Term and Seasonal Employees no longer working (separated from employment)</td>
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<tr>
<td>Internal Hire</td>
<td>Candidate selected from another department within the organization.</td>
</tr>
<tr>
<td>Re-Hired</td>
<td>Former Employees returning to employment in same category as originally hired (Seasonal)</td>
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<tr>
<td>Resignation</td>
<td>Employees submitted correspondence indicating they are leaving employment and not retirement eligible.</td>
</tr>
<tr>
<td>Retirement</td>
<td>Employees qualified to retire because of “eligible years of service” or “eligible retirement age”.</td>
</tr>
<tr>
<td>Termination</td>
<td>Employer terminates employment with employee (includes layoff)</td>
</tr>
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<td>Intro</td>
<td>Completion of introduction period</td>
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TOTAL: $829.79

I hereby approve payment of the monthly bills for the **CHILD SUPPORT ENFORCEMENT AGENCY** as listed on this document.

Date: ____________________

__________________________
Chairman
Administrative Services Committee
### Accounts Payable Invoice Report

**G/L Date Range**: 12/31/20 - 12/31/20

**Report By Department - Batch - Vendor - Invoice Summary Listing**

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<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<td>12/31/20</td>
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<td>12/31/20</td>
<td>12/31/20</td>
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#### Department Summary

- **25 - Court Systems**
  - **Vendor**: 8710 - MARTINSON LAW OFFICES
  - **Sub-Department**: 25 Court Systems
  - **Invoice Number**: 20058
  - **Invoice Description**: Guardian ad Litem fees
  - **Status**: Edit
  - **Invoice Date**: 01/20/2021
  - **Due Date**: 12/31/2020
  - **G/L Date**: 12/31/2020
  - **Payment Date**: 01/20/2021
  - **Invoice Net Amount**: 595.00

- **Vendor**: 9682 - PINKERT LAW FIRM LLP
  - **Sub-Department**: 25 Court Systems
  - **Invoice Number**: 530201164
  - **Invoice Description**: Guardian ad Litem fees
  - **Status**: Edit
  - **Invoice Date**: 01/20/2021
  - **Due Date**: 12/31/2020
  - **G/L Date**: 12/31/2020
  - **Payment Date**: 01/20/2021
  - **Invoice Net Amount**: 530.00

**Batch Number**: 2021-00000046

- **Batch Date**: 01/20/2021
- **Entered by User**: Jennifer Moeller

**Vendor Totals**

- **8710 - MARTINSON LAW OFFICES**
  - **Invoices**: 1
  - **Invoice Net Amount**: 595.00

- **9682 - PINKERT LAW FIRM LLP**
  - **Invoices**: 1
  - **Invoice Net Amount**: 530.00

**Department Totals**

- **25 Court Systems**
  - **Invoices**: 2
  - **Invoice Net Amount**: 1,125.00

**Grand Totals**

- **Invoices**: 2
- **Invoice Net Amount**: 1,125.00

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Run by Jennifer Moeller on 01/20/2021 02:57:10 PM
# Accounts Payable Invoice Report

**G/L Date Range**: 02/05/21 - 02/05/21  
**Report By Department - Batch - Vendor - Invoice Summary Listing**

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Run by Jennifer Moeller on 02/04/2021 09:19:54 AM
### Accounts Payable Invoice Report

**G/L Date Range:** 02/05/21 - 02/05/21  
**Report By Department - Batch - Vendor - Invoice Summary Listing**

#### Sub-Department: 25 Court Systems

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<th>G/L Date</th>
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<tr>
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**Vendor 15303 - NINA MARTEL SC**

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**Vendor 15069 - STAPLES ADVANTAGE**

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<th>Received Date</th>
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**Vendor 17463 - STATE BAR OF WISCONSIN**

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**Vendor 36721 - WEST GROUP PAYMENT CENTER**

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**Vendor 5999 - WISCONSIN DOCUMENT IMAGING**

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**Total Invoices:** 12  
**Total Net Amount:** $4,381.79

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Run by Jennifer Moeller on 02/04/2021 09:19:54 AM
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<th>Department 25 - Court Systems</th>
<th>Sub-Department 1340 - Clerk of Courts</th>
<th>Account 52101 - Professional Services Totals</th>
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| Account 52425 - Interpreter Services | Paid by Check # 679612 | 01/05/2021 | 12/31/2020 | 12/31/2020 | 01/13/2021 | 126.00 |}

Run by Connie DeFere on 02/08/2021 11:51:47 AM
### Clerk of Court A/P January 2021
**Payment Date Range 01/01/21 - 01/31/21**

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<th>Status</th>
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<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
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#### Account Totals

- **52425 - Interpreter Services**
  - Invoice Transactions: 3
  - Invoice Amount: $541.00

- **53106 - Office Supplies**
  - Invoice Transactions: 2
  - Invoice Amount: $1,215.33

- **100 - General Fund**
  - Invoice Transactions: 20
  - Invoice Amount: $29,569.04

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* = Prior Fiscal Year Activity
## Accounts Payable Invoice Report

**Payment Date Range:** 01/01/21 - 01/31/21  
**Report By Department - Batch - Vendor - Invoice Summary Listing**

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
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<th>Invoice Net Amount</th>
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**14 Corporation Counsel**

Run by Amanda Sawdo on 02/08/2021 12:42:34 PM
# Door County Board of Supervisors, Administrator & Transportation

## FEBRUARY MEETING VOUCHERS

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<td>Fatzo's - Employee Appreciation meals - EMS</td>
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### COUNTY BOARD or OTHER VOUCHERS:

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<td>Rockford Silk Screen Process</td>
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<tr>
<td>71-Transportation</td>
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<tr>
<td>71-Transportation</td>
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<td>Cellcom Wisconsin RSA 10</td>
<td>Jan 2021 Cell Charges-Transportation</td>
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<td>Rockford Silk Screen Process</td>
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<td>71-Transportation</td>
<td>Rockford Silk Screen Process</td>
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<td>Abby Vans</td>
<td>Dec. 2020 O2D Taxi</td>
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<tr>
<td>71-Transportation</td>
<td>Transitexec, LLC</td>
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**TOTAL:** $63,865.43
# Accounts Payable Invoice Report

**G/L Date Range**: 01/01/21 - 01/31/21  
**Report By Department - Batch - Vendor - Invoice Summary Listing**

<table>
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<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tbody>
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| 2021-00000016  | NACo Membership dues           | Paid by Check #679924 |             | 01/12/2021   | 01/12/2021 | 01/12/2021 | 01/21/2021    |              | 556.00            |
|                |                                |                 | Sub-Department | 10 County Clerk | Totals | Invoices  | 1             |              | 0                  |
|                |                                |                 | Vendor       | 14075 - NATIONAL ASSOCIATION OF COUNTY | Totals | Invoices  | 1             |              | $556.00           |
|                |                                |                 | Batch Number | 2021-00000027 | Totals | Invoices  | 1             |              | $556.00           |
|                |                                |                 | Department   | 10 - County Clerk | Totals | Invoices  | 2             |              | $5,837.00         |

| 10 County Clerk |                                      |                 | Totals       | Invoices  | 2             |              |              |              | $5,837.00         |

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Run by Jill Lau on 02/12/2021 09:15:01 AM
<table>
<thead>
<tr>
<th>Acct No.</th>
<th>Vendor</th>
<th>Description</th>
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**TOTAL:** $1,360.86

I hereby approve payment of the monthly bills for the DISTRICT ATTORNEY’S OFFICE as listed on this document.

Dated:___________________

Chairman
Administrative Services Committee
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tbody>
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<td>2021-00000035</td>
<td>Batch Date 01/15/2021</td>
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<td>Quarterly Billing 1/1/2021-3/31/2021</td>
<td>Paid by Check #679849</td>
<td>01/15/2021</td>
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<td>01/15/2021</td>
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Run by Kayla Jennerjohn on 02/11/2021 09:11:31 AM
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<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
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**44 Human Resources**

**Grand Totals**

**Invoices** 6

**Invoice Net Amount** $24,912.63
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**TOTAL:** $468.21

I hereby approve payment of the monthly bills for the VETERANS SERVICE OFFICE as listed on this document.

Date: ____________________

________________________
David Lienau, Chairman
Administrative Committee