AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance to the Flag
3. Roll Call by County Clerk
4. Presentation of Agenda
5. Correspondence
   - Unassigned Fund Balance
   - D. Freix Email 3-12-21
   - M. Witteborg Email 3-16-21
   - D. Freix Email 3-18-21
6. Public Comment
7. Supervisors Response
8. Approval of Minutes of the February 23, 2021 Regular Meeting
9. County Administrator
   - Monthly Report on Operational and Capital Projects
10. Pending Business/Updates
   - 2021-23 In Memoriam – Cletus Fontaine
   - 2021-24 Appointment of Mike Orlock to the Position of Poet Laureate for Door County, WI, April 2021-March 2023
   - 2021-25 Proclamation: Travel & Tourism Week
   - 2021-26 Extension of Communications Site Lease with the Wisconsin Educational Communications Board
   - 2021-27 Support for Water Quality Task Force Recommendations
   - 2021-28 Approval of Land Use Agreement with State of Wisconsin Department of Natural Resources
   - 2021-29 Approval of Multi-Discharger Phosphorus Variance Grant
   - 2021-30 Acquisition of Pin 002-02-06292833D - Bridge Financing, Transfer of Non-Budgeted Funds - §65.90, Wis. Stats.
   - 2021-31 Door County’s Vision of Diversity and Inclusion
11. Resolutions
   - Report Amendment to the Zoning Map of Clay Banks
   - 2021-06 Amendment to the Zoning Map of Clay Banks
   - Report Wilke Map Amendment
   - 2021-07 Wilke Map Amendment
   - 2021-08 Invoking the Authority of §59.10(1), Wis. Stats. to Be a Self-Organized County
   - Reconsider / Rescind Amendatory Ordinance 2021-05 – Amendment of Ch. 11.05 DCC ATV’s & UTV’s Routes
12. Ordinances
   - Report Amendment to the Zoning Map of Clay Banks
   - 2021-06 Amendment to the Zoning Map of Clay Banks
   - Report Wilke Map Amendment
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   - 2021-08 Invoking the Authority of §59.10(1), Wis. Stats. to Be a Self-Organized County
   - Reconsider / Rescind Amendatory Ordinance 2021-05 – Amendment of Ch. 11.05 DCC ATV’s & UTV’s Routes
13. Special Reports
14. New Business
15. Oral Committee Reports
16. Review Committee Minutes
17. Review Vouchers, Claims and Bills
18. Announcements
   - Next Regular County Board Meeting – April 20, 2021 – 9:00 a.m.
19. Meeting Per Diem Code
20. Adjourn

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 in the Peninsula Room (C121) 1st Floor Government Center (please note public in-person has limited capacity and is on a first come, first served basis).

To attend the meeting via computer:
Go to: https://doorcounty.webex.com/doorcounty/onstage/g.php?MTID=e6225f80cc973f5f814bf11898aef83d68
Enter the password: Mar23cb2021

To connect via phone:
Call 1-408-418-9388
Access Code: 187 818 5825

In compliance with the Americans with Disabilities Act, persons needing assistance to participate in this meeting, should contact the Office of the County Clerk (920) 746-2200. Notification 48 hours prior to meeting will enable the County to make reasonable arrangements to ensure accessibility to that meeting.
The following information on the General Fund is being provided to the Door County Board of Supervisors pursuant to Rule 19:

### Audited

**Unassigned Fund Balance--General Fund as of 12/31/2019**

$ 19,198,050.48

**2020 Approved Changes to Unassigned Fund Balance:**

- Transfer from Unassigned Fund Balance included in 2020 Budget - for Jail Door CIP Project
  - $(130,000.00)
- Transfer from Unassigned Fund Balance included in 2020 Budget - for Human Services Reserve
  - $(792,538.00)
- Transfer of Non-Budgeted Funds - 56 N 4th Ave Building 2019 Property Tax Bill - Resolution 2020-31
  - $(18,004.00)
- Transfer of Non-Budgeted Funds - Email Archival Solution - Resolution 2020-33
  - $(23,416.67)

**Available Unassigned Fund Balance 12/31/2020**

$ 18,234,091.81

### Unaudited

**2021 Approved Changes to Unassigned Fund Balance:**

- Transfer from Unassigned Fund Balance included in 2021 Budget - for Housing of Sexually Violent Person (Section 980)
  - $(150,000.00)

When a request is approved for reimbursement (chargeback) of property taxes by the Wisconsin Department of Revenue (DOR), Taxing Jurisdictions must pay the Municipality back the amounts it had previously shared with them as part of the property tax settlement process. The 2020 approved chargeback by the DOR to be paid to City of Sturgeon Bay and Village of Sister Bay totaling $15,938.00.

**Available Unassigned Fund Balance 2/28/2021**

$ 18,068,153.81

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Steve Wipperfurth, Finance Director

### Unassigned Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>As of 12/31/2018</th>
<th>As of 12/31/2019</th>
<th>As of 12/31/2020</th>
<th>As of 2/28/2021</th>
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<td>$ 19,198,050.48</td>
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Unassigned Fund Balance is designed to serve as a measure of the fund's financial resources available for appropriation and has a direct impact on bond ratings and borrowing power of the county.

Current Unassigned Fund Balance

$ 18,068,153.81

General Fund Budgeted Expenditures - 2021

$ 33,278,276.00

All Other Budgeted Funds Requiring Tax Levy - 2021

$ 33,773,008.00

The County's current unassigned fund balance of $ 18,068,153.81 represents approximately 26.94677% of its governmental funds budgeted expenditures. This level of funding is above the 12%-15% reserve funding levels set forth in Resolution 72-03 adopted August 26, 2003.

From the policy: 12% is the base per County Board Policy at which point the County would never want to let the unassigned fund balance reserved for working capital go below.

### Note:

- The amount above (below) the upper limit of 15% which, if above, could be a consideration for unforeseen expenditures: $ 8,176,399.21
- 15% Upper Limit would equate to an unassigned fund balance of: $ 10,057,692.60
- 12% Lower Limit would equate to an unassigned fund balance of: $ 8,046,154.08
Good Morning All,

Door County has set prior precedent in introducing County related business for full Board of Supervisor consideration without attending to the more usual and normal process of review and recommendation coming from the appropriate County Committee. It is disappointing, bordering on neglect of attention to current state legislative action to see that there was a cancellation of the Legislative Committee meeting yesterday March 11, 2021.

While there are several issues related to our state legislators debating various issues such as deliberate GOP leadership attempts at further suppression of voters in upcoming elections, the requirements for the gerrymandered GOP legislative to accept Governor Evers budget terms on expanding Medicaid in the state in order to not miss out on substantial money coming from the Federal government is paramount.

Explained in the attached links, the just signed American Rescue Plan Act needs to be placed directly on this upcoming March regular meeting of the Board of Supervisors in the form of a County Resolution to urge the GOP controlled Joint Finance Committee to do what is necessary to accept the $1.6B dollars available.


All of these links together provide the information, financial incentives and a call to the moral responsibility of this county governing body that should be adhered to without wavering, in your duty as elected officials. Public health care is a right and not a privilege, increasing access and supporting existing services as fully as possible is the only decision to be made here. Any GOP legislative partisan silence or rejection of the Governor's budget on this issue of public health should bring a County call for resignation of those state or local legislators, immediately.

Peace and Resolve,

Donald Freix
PO Box 396
Fish Creek, WI 54212
LAU, JILL

From: Chomeau, Vinni
Sent: Wednesday, March 17, 2021 9:42 AM
To: LAU, JILL
Subject: Fw: Resolution 86

Hi Jill,

I see that this email is addressed to the county board. And I am just making sure that the county board will receive this email and that it will be in the packet for County Board since it is an agenda item. Thank you.

From: MMA Art <martinmeyerart@gmail.com>
Sent: Tuesday, March 16, 2021 6:53 PM
To: County Board
Subject: Resolution 86

Hello,

My name is Martin Witteborg, and as a long time resident of Door County I would like to voice my concerns with language that was used in this mornings meeting involving resolution 86: Door County’s Vision of Diversity and Inclusion.

Board member Ken Fisher made disparaging and racist comments about the state of BIPOC in America, as well as spreading false information about what it means to be inclusive. His "stories" about his "friends from China/Africa" were nothing more than verbal attacks against Black Americans, and his inability to see inequality in a system that has always benefited white men. The idea that having POC as aquantenices excludes you from racism is, in itself, racist, and a text book example of tokenism. These kinds of comments have never had a place in politics, and to hear then in 2021 is incredibly heart breaking. Door County has never been less than 90% caucasian, and Ken's comments serve as a glaring example of how ignorance by omission is a public health concern.

The resolution was changed to exclude the term equity. This was stricken after Fisher, falsely, compared equity to socialism. Equity is not inherent to any political ideology, and to try and scapegoat modern socialism is proof that Fisher is woefully out of touch with today's political and social climate.

As a resident of Door County, I demand that the resolution be returned to its original wording, if for nothing more but to correct the gap of knowledge held by Fisher and other members of the board.

From,
Martin Witteborg
"I think it is high time we separated ourselves from political lines or party lines and stop with the angry rhetoric from each side. I think that there are arguments on policy and how we get things done, but I still am hearing these constant attacks from one side or the other side. I took an oath of office to work together with anybody and everybody and that’s what I am trying to do, but this constant pinpointing and attacking or same statements, one person speaking for all is not the case.

What that does is when you have those kinds of comments, there’s a lot of people that don’t want to speak up because they are scared to do so on either side. So starting out this meeting, right now and with things that I just heard in the last couple of months, I would just like to start out fresh and say that please when we make public comments, to the public and to other county supervisors, that policy is arguable, it doesn’t matter whose political line it is, so if we could have that type of healthy discussion and meet in the middle, I think that would be very healthy for our community."

A County Supervisor is recorded, clearly disparaging and attacking an individual public commentator without addressing any particular issues or any instances of "constant," partisan attacks, and then contradicts her own statement mentioning ONLY one speaker, who is apparently bringing opposing points of view from "one side or the other." A Supervisor who then essentially argues for a more civil discussion and meeting in the middle.

Where do Door County voters, residents or property owners get more than three minutes per meeting, and no opportunity for counter discussion or debate with the board or any opportunity to gain agenda status to further any discussion, to answer questions or to point out mistaken assumptions and misinformation coming from our elected Board members?

And where’s this mythical "meet in the middle," in particular to the link provided, the "middle ground," to discuss US backed, Door County based, international corporate business provided navel vessels deployed to enable genocide in a country such as Yemen?

I personally will not compromise nor can I imagine any ethical argument or human right to participate in approval of the infliction of starvation upon children and then remain silent about the local factors contributing to it. Where is the middle ground on remaining silent about genocide? Where are our local "pro-life," state legislators? Where is the local, "Civility Project?"

Again where is the opportunity for some type of healthy discussion on supporting the DCEDC with tax dollars or our concern about their being influenced by the economics of building LCS gunboats for Saudi Arabia and the where does the County stand on taking any position with regard to a dire
humanitarian crisis with regard to the business that helps enable and supports it with military hardware production?

At the 1:04 minute mark in the linked March 11, 2021 CNN Youtube news story segment, what US approved and NE WI built naval vessels supplied to the Saudis does anyone imagine are presently blockading humanitarian aid to Yemen's main port?

https://www.youtube.com/watch?v=7fZRp4OmFq8

Will Door County bring this up in a public discussion with the DCEDC at their next meeting, through the county representative, or is this an issue of no concern to the County Board, that need not be mentioned or claimed with acknowledging our direct and indirect participation in world calamity, or to claim some direct responsibility for the consequences wrought by activities going on under our own noses, or is this embarrassment too shameful to acknowledge in the local news?

A bit late to say it but, Peace and Resolve

Donald Freix
Fish Creek, WI
Call Meeting to Order
The February 23, 2021 Door County Board of Supervisors meeting was called to order at 10:07 a.m. by County Board Chair David Lienau at the Door County Government Center County Board Room.

Chairman Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk to Establish a Quorum
Roll call was taken – 17 County Board Members were physically present – Daniel Austad, Bob Bultman, Kara Counard, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Elizabeth Gauger, Joel Gunnlaugsson, Alexis Heim Peter, David Lienau, Megan Lundahl, Nancy Robillard, Morgan Rusnak, Todd Thayse, Richard Virlee, and Dale Vogel. 3 County Board Members appeared virtually – Vinni Chomeau, Nissa Norton, and Laura Vlies Wotachek. Joel Gunnlaugsson joined virtually at 10:30 a.m.  Susan Kohout was excused.

Presentation of Agenda
Motion by Enigl, seconded by Rusnak to approve the agenda.  Motion carried by voice vote.

Correspondence
- Unassigned Fund Balance
- Email – Harry Hybert 2-1-21
- Email – D. Freix 2-8-21
- Email – C. Anschutz 2-11-21

Public Comment
The following persons commented:
- Don Freix, 8305 Quarterline Road, Fish Creek WI

Supervisors Response
None given.

Approval of Minutes of the January 26, 2021 Regular Meeting
Motion by Robillard, seconded by Norton to approve the minutes of the January 26, 2021 regular meeting. Motion carried by voice vote.

County Administrator
Monthly Report on Operational and Capital Projects
The Administrator’s monthly report was included in the meeting packet and was reviewed.

Pabich updated the Board on the status of operations.  At the Administrative Committee meeting our status of operations was discussed.  At this time, we are going to remain under the status quo at least through March with our buildings remaining closed.  For the public offices are open by appointment and the county is conducting full business.

The County is looking at potential expenses related to the implementation of the vaccine. Emergency Services staff continues to assist and the County is looking at adding additional nursing staff to assist and serve as a backup for administering the vaccine.  There will be added costs, unknown total at this time, and unknown if there will be any reimbursement through the Federal Government.  Administration will continue to monitor and update the Board as necessary.

COVID-19: Public Health / Emergency Management Update
Emergency Management Director Dan Kane provided a COVID update related to current COVID active cases, local testing sites, vaccine doses available and anticipated.  Kane reminded all to continue to social distance, mask, and hand wash.
Supervisor Enigl requested the Administrator include Starlink internet as an internet provider in future Monthly Reports.

Supervisor Gauger reported she has received a lot of positive feedback from constituents for the COVID clinics. A thank you to Public Health for managing the call backs and cancellations and for very efficient, and well run clinics.

Supervisor Bultman and Fisher questioned operations of the Library specific to opening to the public, and hours of operation. Administrator Pabich reported, starting March 1st, the Libraries will be open with limited access and by appointment for computer access. Library hours of operation are determined by the Library Board.

Pending Business/Updates
No pending business or updates were presented.

Special Reports
Presentation: Carlson Dettmann Consulting, a Cottingham & Butler Company, (Patrick Glynn):
Compensation / Market Review
Patrick Glynn presented a PowerPoint with an overview of the current project (a market update not a full study), current/future workforce challenges, review of county-level demographic data, compensation/rewards philosophy, and next steps. Questions followed.

Supervisor Robillard and Supervisor Vlies Wotachek were excused at 11:38 a.m.

The Board recessed at 11:45 a.m. and reconvened at 11:55 a.m.

Resolutions
2021-16 Appoint County Highway Commissioner
Motion by R. Englebert, seconded by Heim Peter to approve Resolution 2021-16 – Confirmation of Thad Ash’s appointment as Door County Highway Commissioner.

Motion carried by voice vote.

2021-17 Establish Size of County Board to Facilitate County Supervisory District Plan
Motion by Heim Peter, seconded by Norton to approve Resolution 2021-17 – Affirming 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.

Administrator Pabich explained redistricting has been postponed until September as we wait for the Census data however the resolution is needed to start the process. The resolution reaffirms remaining at 21 Board Supervisors.

Motion carried by carried by voice vote.

2021-18 Approval of Gift, Grant and/or Donation for the Maintenance and Rehabilitation of the Ahnapee State Trail
Motion by Austad, seconded by Rusnak to approve Resolution 2021-18 – Authorization for the Door County Facilities & Parks Committee, to: act on behalf of Door County, prepare and submit an RTP trail grant application, accept any grant award, sign necessary documents, administer any RTP trail grant, and take necessary action to complete the maintenance / rehabilitation of the Ahnapee State Trail.

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

2021-19 Intergovernmental Agreement - Sturgeon Bay-Door County Economic Development Loan Program
Motion by D. Englebert, seconded by Virlee to approve Resolution 2021-19 – Approval of the proposed Intergovernmental Agreement, designating the Administrative Committee to administer the Intergovernmental Agreement, and 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.
2021-20 Transfer of Non-Budgeted Funds - Highway Department Facility to Support Salt Brining Operations
Motion by D. Englebert, seconded by R. Englebert to approve Resolution 2021-20 – Authorizing the transfer of not to exceed $200,000 from the Highway Cash Account to the Buildings Account to supplement the Highway appropriations for the purpose of constructing the addition to the Highway Departments Duluth Avenue Facility.

Motion carried by voice vote.

2021-21 Authorization to Proceed with Highway & Airport Department Facility to Support Salt Brining Operations
Motion by Gunnlaugsson, seconded by Norton to approve Resolution 2021-21 – Authorization to proceed with the project.

Highway Commissioner John Kolodziej explained the project.

Motion carried by roll call vote with 17 Members voting Yes; 1 Member voting No – Enigl; 3 Members excused.

2021-22 Appointment to CCS/CST Coordinating Committee
Motion by Norton, seconded by Heim Peter to approve Resolution 2021-22 – Confirmation of the appointment of Angie Levens to the CCS/CST Coordinating Committee.

Motion carried by voice vote.

Ordinances
2021-04 Amendatory Ordinance - Re-Creation of the Door County Fair Housing Ordinance
Motion by Lienau, seconded by Norton to approve Ordinance 2021-04 – An amendment to and re-creation of the Door County Fair Housing Ordinance.

Administrator Pabich explained the State contacted the County when the application submittal was made for the West Side School Housing Project, Community Development Block Grant. When the State reviewed the application the County’s Fair Housing Ordinance was reviewed and it was noted there were a few areas where language and statutory references were out of date. The ordinance updates the language and proper references. CC Thomas noted the State has reviewed the ordinance in advance and it will meet the standards required.

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

2021-05 Amendment of Chapter 11.05 Door County Code - All Terrain Vehicles & Utility Terrain Vehicles Routes
Motion by Fisher, seconded by Gunnlaugsson to approve Ordinance 2021-05 – An amendment to Chapter 11.05 Door County Code designating County C from County PD to North Duluth Avenue, Town of Nasewaupee, as an ATV/UTV route.

Motion carried by roll call vote with 17 Members voting Yes; 1 Member voting No – Enigl; 3 Members excused.

Special Reports
Annual Report of Gifts, Grants, and Donations 2020
The report was included in the meeting packet and was reviewed.

WCA Educational Webinar Series: Diversity, Equity and Inclusivity – Review and Future Training
Chairman Lienau read aloud a letter submitted by Vice Chair Kohout. Vice Chair Kohout supports further training on this issue.

Chairman Lienau noted there was to be further discussion at this meeting following the WCA training webinars as to next steps. Discussion followed. Administrator Pabich noted it’s up to the County Board to determine if we want to make a statement. Pabich suggested we look at our county data to determine where we have inequities; where are we missing the mark in terms of our own performance as a county? Pabich suggested the Administrative Committee review the focus of the Racism is a Public Crisis resolution and, internally, we start to
look at providing more organizational training. Pabich recommends first focusing on identifying issues within Door County before moving forward on additional training and bringing the resolution forward.

Motion by Austad, seconded by Gauger to refer the topic to the Administrative Committee to determine a path to move forward. Motion carried by voice vote. Further discussion followed.

**New Business**
No new business was presented.

**Oral Committee Reports**
- Supervisor Bultman reported the Legislative Committee is working on a Land Acknowledgement, a suite of water issues, and Stewardship funding.

**Review Committee Minutes**
Reviewed.

**Review Vouchers, Claims and Bills**
Reviewed.

**Announcements**
- Next Regular County Board Meeting – March 23, 2021 – 9:00 a.m.
- WCA Legislative Conference will be virtual and Members can attend in the County Board room or remotely from home – March 2 and 3
- The Nebraska Street entrance will be closed from March 2-4 for repairs
- A facilities tour is being put together. If Supervisors are interested they should contact the Administrators Office.

**Meeting Per Diem Code**
223.

**Adjourn**
Motion by Fisher, seconded by to adjourn. Time: 12:52 p.m. Motion carried by voice vote.

Recorded by County Clerk Jill M. Lau
MEMORANDUM

TO: County Board of Supervisors
FROM: Ken Pabich, County Administrator
DATE: March 23, 2021
RE: Monthly Report

The monthly reports provide an overview of significant operational or capital projects for the organization that are above the ordinary day to day operations of the organization.

**Operational Projects**
- **Millpond Project:**
  - What: The County is drawing down the Millpond to compact the sediment over a two-year period.
  - Status: No significant updates to provide. With the winter melt off, wet soils and rain, the water levels are fluctuating.

- **Special Studies:**
  - Compensation Plan Review:
    - What: We are reviewing our compensation plan to ensure it is at market.
    - Status: Consultant has met with Department Heads last week to learn of any specific concerns that need to be considered.
  - Broadband Study
    - What: We partnering with DCEDC and other communities, to identify our existing coverage and ways for us to address our broadband needs.
    - Status: Proposals are in the review process. The costs for the project did come in higher than expected due to the high demand for these services. We will determine the next steps once the proposals are reviewed.
  - Emergency Communications Network Study:
    - What: Federal requirements are scheduled to change in 2028 which means we will need to replace our existing communication network. The new system will be some form of a digital design and will require additional infrastructure. This study identifies what these needs are.
    - Status: Final draft will be completed.
  - Register of Deeds Document Conversion:
    - What: We are digitizing the remaining documents in the Register of Deeds office.
    - Status: Scan completed and contractor is working on the indexing.
  - Finance Accounts Payable:
    - What: We want to implement a paperless system for our accounts payable.
    - Status: Project is scheduled to start in the second quarter. Start time was pushed back based on other project priorities.
  - Redistricting:
    - What: Every ten years, we are required to complete our supervisory district maps.
    - Status: The Resolution for the number of Supervisors was approved at the February County Board meeting. The project will be postponed since the data is delayed from April 1st to September 30th.
Capital Projects:

- Washington Island Government Facility:
  - What: County Board authorized the purchase and conversion of an existing building (known as the old Dairy building) to provide services on Washington Island.
  - Status: Bids documents should be published this month.

- 56 N 4th Ave. (former Younkers Building):
  - What: We are interested in determining the best long-term use for the building.
  - Status: Staff is working with developing a final project proposal for how to move forward with the project. It should work through committee and maybe County Board in April.

- John Miles Park Entrance:
  - What: A new entrance gate was approved in the 2020 CIP plan for John Miles Park.
  - Status: Not started.

- Housing for Sexually Violent Persons (Section 980):
  - What: State law requires that Counties provide a housing option for individuals that are released from prison. If we do not have an option, the state may place them and the County is responsible for the charges (and we must still find a site).
  - Status: Potential site has been identified at the Justice Center. The engineer is now working on developing the detail plans for the site.

- Emergency Communications Tower (Fish Creek):
  - What: The tower in Fish Creek is critical to our overall communication network. Our equipment is on a shared tower which now has too much interference. We budgeted to place a new tower up on a new site.
  - Status: Project has started and is anticipated to take up to two years from start to finish to meet all of the federal requirements.

- CDBG Westside School Housing Project:
  - What: We are providing grant funds to assist with the conversion of the old Westside School in the City of Sturgeon Bay to develop 15 rental units of which 51% must be available to low or moderate-income individuals (LMI). Since these are federal funds, we are responsible for administering the grant and reporting to the State.
  - Status: Awaiting approval from State Department of Administration.

- Cana Island:
  - What: Phase 4 Construction documents are under development; this project is funded by a grant and donation dollars sought by the DCMM.
  - Status: Bid documents are completed and DCMM is working on fundraising for the project.

February 18-March 17, 2021 Door County Gift, Grant or Donations

<table>
<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Type</th>
<th>Received From</th>
<th>Description or Purpose</th>
<th>Amount or Estimated Value</th>
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<tr>
<td>02/19/21</td>
<td>Soil &amp; Water</td>
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<td>02/26/21</td>
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<td>Donation</td>
<td>UWGB Foundation</td>
<td>Donation for the NEA Big Read DC Event</td>
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</table>
## February 18-March 17, 2021 Door County Gift, Grant or Donations

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>03/05/21</td>
<td>Library</td>
<td>Donation</td>
<td>Branch Library</td>
<td>Donation and Book Sale Money</td>
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<tr>
<td>03/10/21</td>
<td>Soil &amp; Water</td>
<td>Donation</td>
<td>James Jeanquart</td>
<td>Invasive Species Support Donation</td>
<td>20.00</td>
</tr>
<tr>
<td>03/11/21</td>
<td>Soil &amp; Water</td>
<td>Donation</td>
<td>Village of Sister Bay</td>
<td>Invasive Species Support Donation</td>
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<td>03/11/21</td>
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<td>Grant</td>
<td>WI DNR</td>
<td>Clean Boats Clean Waters Grant</td>
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<td>Donation</td>
<td>Door County Medical Ctr</td>
<td>Well Water Sampling Program</td>
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<tr>
<td>03/09/21</td>
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<td>Donation</td>
<td>Family of Sue Ann Young</td>
<td>Diorama addition</td>
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</tbody>
</table>
To find your county’s estimated allocation through the U.S. Senate’s Coronavirus State and Local Recovery Funds, click here.

**SUMMARY**

On March 6, the U.S. Senate passed The American Rescue Plan Act of 2021. The amended Senate version moves back to the U.S. House of Representatives on March 10 for final consideration before being sent to the president for his signature.

As part of the overall package, the Coronavirus State and Local Fiscal Recovery Fund would provide (1) approximately $350 billion in new federal fiscal assistance for our nation’s states, territories, tribes, counties, and municipalities, (2) $10 billion for coronavirus capital projects, and (3) $1.5 billion over two years for revenue sharing counties (i.e. public lands counties).

The measure outlines that states, along with the District of Columbia, would receive $195.3 billion, distributed mostly upon each state’s share of unemployed workers over the three-month period of October-December 2020. Each state and the District of Columbia would be guaranteed a minimum of $500 million or no less than the state received in total (state plus local) under the CARES Act Coronavirus Relief Fund (CRF). D.C. would also receive a special allocation to compensate for its treatment under the CARES Act last year.

Local governments would receive $130.2 billion, split evenly between municipalities and counties, resulting in a direct county allocation based on population of $65.1 billion. In addition, the final Senate bill added another $1.5 billion, split evenly over federal FYs 2022 and 2023, for eligible revenue share counties (i.e. public land counties). These revenue share payments would be available for any governmental purpose other than a lobbying activity.

Tribal governments would receive $20 billion and U.S. territories would receive $4.5 billion.

The U.S. Department of Treasury would oversee and administer these payments to state and local governments, and every county would be eligible to receive a direct allocation from Treasury. Municipalities and counties would now receive funds in two tranches – with 50 percent this year and the remaining 50 percent no earlier than 12 months from the first payment. States may receive funding in one or two tranches, at the discretion of Treasury.
Of the approximately $350 billion in the Senate bill for fiscal relief, 57 percent would be allocated to states and 35 percent to local governments. The distribution formula is as follows:

- **States and District of Columbia: $195.3 billion**
  - $25.5 billion is equally divided with state minimum of $500 million.
  - $169 billion based on the state share of unemployed workers over a three-month period from October-December 2020.
  - $1.25 billion in additional aid for the District of Columbia.

- **Local governments: $130.2 billion divided evenly between non-county municipalities and counties.**
  - **COUNTIES: $65.1 billion in direct federal aid to all counties**
    (including parishes in Louisiana, boroughs in Alaska, consolidated city-county entities and the District of Columbia) based on the county share of the U.S. population. Counties that are CDBG recipients would receive the larger share, based on its population or calculated share under the CDBG allocation method. Treasury shall allocate these resources within 60 days of enactment.
  - **NON-COUNTY MUNICIPALITIES: $65.1 billion to cities and other non-county municipalities.**
    - $45.57 billion in direct federal aid for municipalities with populations of at least 50,000, using a modified Community Development Block Grant formula.
    - $19.53 billion for municipalities with populations of less than 50,000 based on each jurisdiction’s percentage of the state’s population. Amount per jurisdiction may not exceed 75 percent of its most recent budget as of January 27, 2020. Aid is distributed through the states, with the ability for states to request extensions if they are unable to distribute within a maximum of 120 days. Any amounts that are not distributed to non-entitlement municipalities shall be returned to the U.S. Treasury. However, if the state fails to distribute to these local entities, the penalty comes from the state portion of the State and Local Coronavirus Recovery Fund.

- **U.S. Territories: $4.5 billion.**

- **Tribal governments: $20 billion** to federally recognized Tribal governments.

**ALLOWABLE**

The Senate bill outlines that **funds may be used by counties to:**
USES OF RECOVERY FUNDS

1. **Respond to the public health emergency with respect to the COVID-19 or its negative economic impacts**, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

2. Respond to workers performing essential work during the COVID-19 public health emergency by **providing premium pay to eligible workers of the county** that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

3. For the provision of **government services to the extent of the reduction in revenue** (i.e. online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e. January 20, 2020), or

4. **Make necessary investments** in water, sewer or broadband infrastructure.

*It is important to note under #1 that the examples outlined are intended to clarify congressional intent that these activities would be eligible. However, state and local activities would NOT be limited only to these activities.*

The Senate bill also outlines that:

- **States are not allowed to use the funds to either directly or indirectly offset a reduction in the net tax revenue** that results from a change in law, regulation or administrative interpretation during the covered period that reduces any tax. If a state violates this provision, it would be required to repay the amount of the applicable reduction to net tax revenue.

- **No funds shall be deposited into any pension fund.**

- **State and local governments are allowed to transfer** to a private nonprofit organization, a public benefit corporation involved in the transportation of passengers or cargo or a special-purpose unit of State or local government.

- Any local government, including counties, that **fail to comply with the federal law and related guidelines shall be required to repay** the federal Treasury.

- **“Premium pay” means an additional amount up to $13 per hour** that is paid to an eligible worker for work during the COVID-19 pandemic. The bill imposes a cap of $25,000 for any single eligible worker.

**REPORTING REQUIREMENTS,**

The Senate bill would require state and local governments to fulfill reporting requirements, such as:

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NACO LEGISLATIVE ANALYSIS: STATE AND LOCAL CORONAVIRUS FISCAL RECOVERY FUNDS | MAR. 8, 2021 | 3
CERTIFICATION & RECOUPMENT

- States are required to report how funds are used and how their tax revenue was modified during the time that funds were spent during the covered period (covered period begins on March 3, 2021 and ends on the last day of the fiscal year a state or local government has expended or returned all funds to the U.S. Treasury).

- Local governments would be required to provide “periodic reports” providing a detailed accounting of the use of funds.

- If a state, county or municipality does not comply with any provision of this bill, they will be required to repay the U.S. Treasury an equal amount to the funds used in violation.

ADMINISTRATION OF RECOVERY FUNDS

The Senate bill further outlines that funds would be administered as follows:

- Funds would be distributed by the U.S. Department of the Treasury.

- The deadline to spend funds would be December 31, 2024.

- The U.S. Treasury is required to pay first tranche to counties not later than 60-days after enactment, and second payment no earlier than 12 months after the first payment.

- The bill would provide $77 million for the Government Accountability Office and $40 million for the Pandemic Response and Accountability Committee for oversight and to promote transparency and accountability.

CORONAVIRUS CAPITAL PROJECTS FUND (SEC. 604)

- $10 billion for states, territories, and tribal governments to carry out critical capital projects, until expended, specifically related to enabling work, education, and health monitoring, including remote options, in response to the COVID-19 public health emergency.

- Each state, the District of Columbia and Puerto Rico would receive a minimum allocation of $100 million, plus another $100 million is divided among other U.S. territories and another $100 million is designated for tribal governments and Native Hawaiian use.

- Of the remaining funds, states would receive an additional allocation based on population (50 percent), number of individuals living in rural areas as a percentage of the U.S. rural population (25 percent), and proportion of the state’s population of households living in poverty.

LOCAL ASSISTANCE AND TRIBAL

- An additional $1.5 billion is provided for eligible revenue share counties (notably public land counties that receive Payment-in-Lieu-of-Taxes (PILT) and Secure Rural School (SRS) payments), with $750 million allotted each year for federal Fiscal Years 2022 and 2023.
CONSISTENCY FUND (SEC. 605)

- An additional $500 million is provided, equally divided, over two fiscal years for eligible Tribal governments.
- **U.S. Treasury will be responsible for determining the funding formula**, taking into account the economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with Sept. 30, 2021.
- Eligible **counties may use these funds for any governmental purpose other than a lobbying activity**.
- **Counties shall be required to provide periodic reports** with a detailed accounting of the use of funds.
- Failure to submit required reports or **misuse of funds will result in the recoup of funds** by the federal government.

According to a statement for the record by U.S. Senate Finance Chairman Ron Wyden (D-Ore.), “I also fully expect Treasury to consult with others in government who have history in this arena on the creation of this new formula such as the Secretaries of Agriculture and Interior, as well as the National Association of Counties, state county associations, including the Association of O&C Counties Oregon, and many other groups with a deep understanding of these impacts across the United States.”

RESOURCES

To access NACo’s resource hub on the State and Local Coronavirus Recovery Funds, [click here](#). **This resource hub contains a searchable table that contains projected allocations for each county under the U.S. Senate’s bill.**

To access the bill text of the U.S. Senate’s bill, [click here](#).
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**Sarah Gimont**  
Legislative Assistant  
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RESOLUTION NO. 2021-23

IN MEMORIAM – CLETUS Fontaine

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Cletus Fontaine passed away on February 23, 2021; and

WHEREAS, Supervisor Fontaine was first elected to the Door County Board of Supervisors and served from April 2006 through April 2014; and

WHEREAS, Supervisor Fontaine represented Supervisory District I, including the Town of Union and the Town of Brussels, Ward 1; and

WHEREAS, Supervisor Fontaine served on several committees including Administrative, Ag & Extension, Board of Health, Finance, Glacierland RC&D, Highway, Land Conservation, Social Services; and

WHEREAS, Supervisor Fontaine also served as Chairman of Ag & Extension.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Supervisors, assembled in regular session this 23rd day of March, 2021, extend our sincere sympathy to the family of Cletus Fontaine with this acknowledgement of his dedication to the citizens of the County of Door.

Daniel Austad

Kenneth Fisher

Nissa Norton

Bob Bultman

Elizabeth Gauger

Nancy Robillard

Vinni Chomeau

Joel Gunnlaugsson

Morgan Rusnak

Kara Counard

Alexis Heim Peter

Todd Thayse

David Englebert

Susan Kohout

Richard Virlee

Roy Englebert

David Lienau

Laura Vlies Wotachek

David Enigl

Megan Lundahl

Dale Vogel

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 March, 2021, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
Resolution No. 2021-24
Appointment of Mike Orlock to the Position of Poet Laureate for Door County, Wisconsin
April 2021-March 2023

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Resolution 2010-87 established the ceremonial and uncompensated position of Poet Laureate for Door County, Wisconsin; and

WHEREAS, It is well for each of us to be reminded periodically of why we live and work in Door County, Wisconsin, to recall those special qualities which make this community a special place; and

WHEREAS, The lives of all of our citizens, from our children to our senior citizens, could be made a bit better if there were more poetry found in everyday situations; and

WHEREAS, Certain people can be called upon to share their creative writing talents and abilities with the general public to celebrate what it is like to live and work in Door County, Wisconsin; and

WHEREAS, The primary mission of the Poet Laureate is to raise the county consciousness to a greater appreciation of the reading and writing of poetry; and

WHEREAS, Since 2011, the Poet Laureate has been appointed for a two-year term, commencing April 1st and ending March 31st. The appointment shall be made by the County Board Chairperson and is subject to confirmation by the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby appoint Mike Orlock to the ceremonial and non-compensated position of Poet Laureate for Door County, Wisconsin for a two-year term, commencing April 1, 2021 and ending March 31, 2023.

SUBMITTED BY:

________________________________________
David Lienau, Chairperson
Door County Board of Supervisors
Position Description

**Position Title:**
Door County Poet Laureate

**Mission:**
The Poet Laureate will raise awareness and appreciation for the reading and writing of poetry throughout the county.

**Details:**
The Poet Laureate of Door County, Wisconsin will be:

1. Appointed by the County Board Chairperson and confirmed by County Board by April 1 (National Poetry Month) for a two year term of office.
2. Expected to live and/or work in Door County.
3. Expected to have a knowledge of the local community and to be actively involved in the life of the community.
4. Expected to function as the community’s “literary ambassador”.

Among the duties of the Poet Laureate are:

1. To encourage and support local poets.
2. To build a greater audience for poetry through readings and other events.
3. To coordinate with assistance from Write On, Door County programs and events that lead to a greater appreciation for poetry.
4. To occasionally compose a poem for a special Door County occasion as requested by the chair of a Door County governmental unit or by Write On, Door County, as feasible.
Resolution No. 2010-87

POSTHUMOUS APPOINTMENT OF FRANCES MAY AS DOOR COUNTY'S INAUGURAL POET LAUREATE

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Periodically it is well for each of us to be reminded of why we live and work in Door County, to recall those special qualities which make this community such a special place; and

WHEREAS, Certain public events could be enhanced by poetic support composed specifically for the occasion; and

WHEREAS, Poetry has great potential to enhance and enrich the lives of all persons; and

WHEREAS, Certain people can be called upon to share their creative writing talents and abilities with the general public to celebrate what it is like to live and work in Door County.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby establishes the ceremonial and uncompensated position of Poet Laureate for Door County, Wisconsin.

BE IT FURTHER RESOLVED, That the primary mission of the Poet Laureate is to raise the county consciousness to a greater appreciation of the reading and writing of poetry. In furtherance of this mission, the Poet Laureate may be asked to plan, attend, and/or participate in county-wide or state-wide literary events.

BE IT FURTHER RESOLVED, That the posthumous appointment of Frances May as Door County's Inaugural Poet Laureate (effective upon adoption of this resolution and continuing through March 31, 2011) is hereby confirmed.

BE IT FURTHER RESOLVED, That the Poet Laureate will, beginning in 2011, be appointed for a two-year term, commencing April 1st and ending March 31st. The appointment shall be made by the County Board Chairperson (after consultation with two local members of the Wisconsin Fellowship of Poets and/or Regional Writers Association and the outgoing Poet Laureate) and is subject to confirmation by the County Board.

SUBMITTED BY:
Administrative Committee

Leo W. Zipperer, Chairman

Kenneth Fisher

John Neinas

Certification:
Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of October, 2010 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
9 February 2021

The Nomination Committee for the Door County Poet Laureate program has met and has recommended that poet Mike Orlock serve as the next Poet Laureate of Door County, with a term beginning April 1, 2021, and ending March 31, 2023.

The committee consisted of the current Poet Laureate Nancy Rafal (Baileys Harbor), former Door County Poets Laureate Sharon Auberle (Sister Bay) and Ralph Murre (Sturgeon Bay); community organizer and host of the writers’ night program at Tambourine Lounge Cathy Grier (Sturgeon Bay) and myself. In nominating Mike Orlock, the committee carefully consisted the criteria for selection of the Poet Laureate:

- Ability to carry out duties of the position
- Quality of poetry and publication history
- Contribution to the Door County poetry community
- Recognition locally, regionally and beyond in the poetry community
- Worthiness of the honor of the position of Door County Poet Laureate.

Mike Orlock meets and surpasses the selection criteria. He has been a tireless advocate of poetry and art throughout Door County. Mike is active in several poetry groups and offers careful and considerate critiques. He is enthusiastic about poetry and the positive impact it can have on people’s lives. He initiated the monthly poetry reading series at Starboard Brewing Company and has taken part in countless other series around the county.

Mike will serve the county well as our next Poet Laureate and will be a tireless advocate for both poetry and for Door County. It is with great pleasure that I put forth the committee’s nomination of Mike Orlock as Door County Poet Laureate 2021-2023 for the County Board of Supervisors to approve.

Sincerely,

Jerod Santek
Artistic Director
Write On, Door County
TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Travel matters to the nation’s economic prosperity and its image abroad, to business wealth and to individual travelers; and

WHEREAS, Travel to and within the United States provides significant economic benefits for the nation, generating $2.6 trillion in economic output, including $1.1 trillion spent directly by travelers in 2019 that spurred an additional $1.5 trillion in other industries; and

WHEREAS, Travel is among the largest private-sector employers in the United States, supporting 15.8 million jobs in 2019, including 9 million directly in the travel industry and 6.8 million in other industries; and

WHEREAS, Travel spending directly generated tax revenues of $179.7 billion in 2019 for federal, state and local governments, funds used to support essential services and programs; and

WHEREAS, Direct tourism spending in Door County totaled $374.4 million in 2019 and generated $39.2 million in state and local tax revenue while supporting 3,255 jobs and generating $85.2 million in employee wages; and

WHEREAS, International travel to the United States is one of the nation’s largest single export industries. Travel generated $233 billion in exports in 2019, creating a travel trade surplus of $51 billion in favor of the U.S.; and

WHEREAS, Direct spending in 2019 by resident and International travelers in the United States averaged $3.1 billion a day, $128.6 million an hour, $2.1 million a minute and $35,700 a second; and

WHEREAS, Leisure travel, which accounts for 4 out of 5 domestic trips taken, spurs countless benefits to travelers’ creativity, cultural awareness, education, happiness, productivity, relationships and wellness; and

WHEREAS, Travel is a catalyst that moves the county, state and national economy forward and will be essential to get our economy moving again following the impacts of the pandemic.

NOW, THEREFORE, BE IT RESOLVED, that the Door County Board of Supervisors does hereby support and promote May 2-8, 2021 as Travel and Tourism Week in Door County, and urges the citizens of Door County to join in this special observance with appropriate virtual events and commemorations.

SUBMITTED BY: Administrative Committee

David Lienau, Chairperson

Dan Austad

Ken Fisher

Susan Kohout

Nancy Robillard

Richard Virlee

Joel Gunnlaugsson
# Resolution No. 2021-26

**EXTENSION OF COMMUNICATIONS SITE LEASE WITH THE WISCONSIN EDUCATIONAL COMMUNICATIONS BOARD**

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**, County entered into a ‘Communications Site Lease’ with the WECB in June, 2006. The initial term of this Lease was five years, it was extended twice for five years [See: Resolutions No. 2006-83 & 2011-24 & 2016-41], and is subject to additional five year extensions. The current Lease term ends on June 27, 2021; and

**WHEREAS**, The Communications Advisory Technical Subcommittee and Public Safety Committee have considered the issue and deem it advantageous and suitable for the County of Door to extend the ‘Communications Site Lease’ for an additional five (5) year term (commencing June 27, 2021 and terminating June 27, 2026)

**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does hereby approve extension of the ‘Communications Site Lease’ for one additional five year term.

**BE IT FURTHER RESOLVED**, That the Emergency Management and Communications Department, subject to the oversight of the Public Safety Committee, is responsible for administration and oversight of the ‘Communications Site Lease’.

**SUBMITTED BY:**
**PUBLIC SAFETY COMMITTEE**

<table>
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<th>Reviewed by:</th>
<th>Joel Gunnlaugsson, Chairperson</th>
<th>Alexis Heim Peter</th>
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<tr>
<td></td>
<td>Roy Englebert</td>
<td>Megan Lundahl</td>
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<td></td>
<td>Kara Counard</td>
<td>Bob Bultman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Laura Wotacheck</td>
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**FISCAL IMPACT:** Door County will pay $4,751.84 for 2021, with a 5% increase each year thereafter, for rental of the WECB Tower. The annual rental fee will be part of the budget process over the next 5 years, 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 March, 2021 by the Door County Board of Supervisors.

Jill M. Lau  
County Clerk, Door County
Resolution No. 2006-83
EXTENSION OF COMMUNICATIONS SITE LEASE WITH THE WISCONSIN EDUCATIONAL COMMUNICATIONS BOARD

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Rule No. 34 of the Rules of Order provides, in pertinent part, that "...any contract with a term in excess of three (3) years is subject to review and approval by the County Board..."; and

WHEREAS, County entered into a 'Communications Site Lease' with the WECB in June, 2006. This Lease has a one year term and is subject to additional one year extensions; and

WHEREAS, The Communications Advisory Technical Subcommittee and Law Enforcement & Judiciary Committee have considered the issue and deem it advantageous and suitable for the County of Door to extend the 'Communications Site Lease' for an additional five (5) year term.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve extension of the 'Communications Site Lease' for one additional five year term.

BE IT FURTHER RESOLVED, That the Sheriff's Department, through its 911 Supervisor, subject to the oversight of the Law Enforcement & Judiciary Committee, is responsible for administration and oversight of the 'Communications Site Lease'.

SUBMITTED BY:
LAW ENFORCEMENT & JUDICIARY COMMITTEE

Dale Wiegand, Chairman

Richard Haines

Charles Gulley

Hugh Mulliken

Mark Moeller

Certification:

Nancy A. Remmann, Clerk of Door County, hereby certifies that the above is a true and correct copy of a resolution that was adopted on the 28th day of November, 2006 by the Door County Board of Supervisors.

Nancy A. Remmann
County Clerk, Door County
Resolution No. 2011-24

EXTENSION OF COMMUNICATIONS SITE LEASE WITH THE WISCONSIN EDUCATIONAL COMMUNICATIONS BOARD

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Rule No. 34 of the Rules of Order provides, in pertinent part, that "...any contract with a term in excess of three (3) years is subject to review and approval by the County Board..."; and

WHEREAS, County entered into a 'Communications Site Lease' with the WECB in June, 2006. This Lease has a five year term and is subject to additional five year extensions; and

WHEREAS, The Communications Advisory Technical Subcommittee and Information Systems Committee have considered the issue and deem it advantageous and suitable for the County of Door to extend the 'Communications Site Lease' for an additional five (5) year term.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve extension of the 'Communications Site Lease' for one additional five year term.

BE IT FURTHER RESOLVED, That the Information Systems Department, subject to the oversight of the Information Systems Committee, is responsible for administration and oversight of the 'Communications Site Lease'.

SUBMITTED BY:
INFORMATION SYSTEMS COMMITTEE

Richard Haines, Chairman

David Lienau

Mark Moeller

Ben Meyer

Joel Gunnlaugsson

Reviewed by:
Corp. Counsel

Reviewed by:
Administrator

FISCAL IMPACT: Door County will pay $2,917.52 for 2011 w/a percentage increase (5%) each year thereafter. For rental of TV55 Tower. The annual rental will be part of the budget process over the next 5 years.

Certification:
I, Jill M. Lab, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of February, 2011 by the Door County Board of Supervisors.

Jill M. Lab
County Clerk, Door County
EXTENSION OF COMMUNICATIONS SITE LEASE AGREEMENT

This agreement is made and entered into this 22nd day of February, 2011, between the County of Door ["Lessee"] and the Wisconsin Educational Communications Board ["Lessor"].

Lessor and Lessee have previously entered into a Communications Site Lease Agreement [a copy of which is attached hereto, and is incorporated by reference herein].

The Communications Site Lease Agreement is hereby renewed for an additional five [5] year period, commencing on June 27, 2011 and terminating June 27, 2016. This Lease Agreement may be extended for successive five (5) year terms by the Lessee upon written notice to Lessor ninety (90) days prior to its termination.

The original Attachment A Lessee Equipment at Tower Site is superseded by the February 22, 2011, Attachment A Lessee Equipment at Tower Site [a copy of which is attached hereto and incorporated by reference herein].

Except as modified herein all terms and conditions of the Communications Site Lease Agreement shall remain in full force and effect.

Date ____________________________  Insert Name, Insert Title, WECB

Date ____________________________  Michael J. Serpe, County Administrator

Date ____________________________  Grant P. Thomas, County Corporation Counsel
*Approval as to form only.
EXTENSION OF COMMUNICATIONS SITE LEASE WITH THE WISCONSIN EDUCATIONAL COMMUNICATIONS BOARD

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Rule No. 34 of the Rules of Order provides, in pertinent part, that "...any contract with a term in excess of three (3) years is subject to review and approval by the County Board...", and

WHEREAS, County entered into a 'Communications Site Lease' with the WECB in June, 2006. The initial term of this Lease was five years, was extended for five years [See: Resolutions No. 2006-83 & 2011-24], and is subject to additional five year extensions. The current Lease term ends on June 27, 2016; and

WHEREAS, The Communications Advisory Technical Subcommittee and Information Systems Committee have considered the issue and deem it advantageous and suitable for the County of Door to extend the 'Communications Site Lease' for an additional five (5) year term (commencing June 27, 2016 and terminating June 27, 2021)

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve extension of the 'Communications Site Lease' for one additional five year term.

BE IT FURTHER RESOLVED, That the Information Systems Department, subject to the oversight of the Information Systems Committee, is responsible for administration and oversight of the 'Communications Site Lease'.

SUBMITTED BY:
INFORMATION SYSTEMS COMMITTEE

[Signatures]

David Engl, Chairman
Mark Moeller
Don Sitte
Linda Wait
Richard Haines
Jon Koch

Reviewed by:

Corp. Counsel
Administrator

FISCAL IMPACT: Door County will pay $3,723.18 for 2016, with a 5% increase each year thereafter, for rental of the WECB Tower. The annual rental fee will be part of the budget process over the next 5 years. MEJ

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 24th day of May, 2016 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
EXTENSION OF COMMUNICATIONS SITE LEASE AGREEMENT

This agreement is made and entered into this _______ day of _________, 2016, between the County of Door ["Lessee"] and the Wisconsin Educational Communications Board ["Lessor"].

Lessor and Lessee have previously entered into a Communications Site Lease Agreement [a copy of which is attached hereto, and is incorporated by reference herein].

The Communications Site Lease Agreement is hereby renewed for an additional five [5] year period, commencing on June 27, 2016 and terminating June 27, 2021. This Lease Agreement may be extended for successive five (5) year terms by the Lessee upon written notice to Lessor ninety (90) days prior to its termination.

The original Attachment A Lessee Equipment at Tower Site is superseded by the February 22, 2011, Attachment A Lessee Equipment at Tower Site [a copy of which is attached hereto and incorporated by reference herein].

Except as modified herein all terms and conditions of the Communications Site Lease Agreement shall remain in full force and effect.

Date: 

Insert Name, Insert Title, WECB

Date: 

Ken Pabich, County Administrator

Date: 

Grant P. Thomas, County Corporation Counsel

*Approval as to form only.
Memorandum

To: Door County Board of Supervisors
From: Erin E. Hanson, County Conservationist
Date: 3/17/2021
Re: Resolutions 2021-27, 2021-28, 2021-29

Approval of the following resolutions is requested of the County Board of Supervisors during the March 23, 2021 meeting:

2021-27 Support for Water Quality Task Force Recommendations
In 2019 the Speaker’s Task Force on Water Quality identified a series of recommendations and generated a report available here: https://legis.wisconsin.gov/2019/committees/assembly/STF-WQ/
It is important to keep public focus on the recommendations as the 2021-2023 state budget is developed. Adequately funding county conservation departments has long been a county priority and is a specific request identified in the resolution.

2021-28 Approval of Land Use Agreement with State of Wisconsin Department of Natural Resources
County Board approval of this land use agreement is necessary because the term exceeds three years. The agreement gives permission for SWCD to treat Phragmites on the specific property using available grant funding.

2021-29 Approval of Multi-Discharger Phosphorus Variance Grant
This resolution is to accept $12,388.44 from the Village of Casco. Funds are provided through a statewide program that allows waste water treatment plants to provide County Conservation Departments funding to cost share installation of practices to reduce phosphorus within the same watershed, and thereby meet their permit limits.
Resolution No. 2021-27
SUPPORT FOR WATER QUALITY TASK FORCE RECOMMENDATIONS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, A clean, plentiful supply of drinking water is necessary for the health and well-being of Wisconsinites and benefits not only the citizens of Wisconsin but also Wisconsin’s tourism industry and rural economic development; and

WHEREAS, Protection of the County’s 300 miles of shoreline, diverse natural resources and highly sensitive groundwater that provides drinking water for residents is a County priority; and

WHEREAS, The 2019 Wisconsin Speaker’s Task Force on Water Quality brought attention to the scope of water quality problems in Wisconsin, highlighted the theme that “water quality is crucially important to the health and vitality of our state’s people, industries, and natural resources”, and recommended 13 new legislative proposals; and

WHEREAS, The Wisconsin Assembly took up the Task Force Recommendations and passed 13 “Water Bills” in 2020 (AB 789 through AB 801), but the State Senate never had the opportunity to consider those when its last scheduled session was postponed by the COVID-19 pandemic; and

WHEREAS, The challenges associated with water quality remain critical to address; and

WHEREAS, Several Task Force Recommendations align with County priorities, in particular support for county conservation departments that are the necessary local delivery mechanism for a wide range of natural resource management programs focused on water quality.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby urge the Governor of the State of Wisconsin and all elected representatives in the Wisconsin State Legislature to maintain focus on and address the Task Force Recommendations through the legislative process; and

BE IT FURTHER RESOLVED, That the Door County Board of Supervisors does hereby urge the Governor of the State of Wisconsin and all elected representatives in the Wisconsin State Legislature to provide $13.0 million annually in the 2021-23 state biennial budget for county conservation staffing and adequately fund the other Task Force Recommendations; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit a copy of this Resolution to the Governor of the State of Wisconsin, the Wisconsin Counties Association, Representative Joel Kitchens, and Senator Andre Jacque.

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

Ken Fisher, Chairperson

Bob Bultmann

Vinni Chomeau

Roy Englebert

Todd Thayse

Mike Vandenhouten

Richard Virlee
Resolution No. 2021-28
APPROVAL OF LAND USE AGREEMENT WITH STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

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, Door County Soil and Water Conservation Department desires to treat the invasive species phragmites on the property owned by the Wisconsin Department of Natural Resources at the mouth of Big Creek as part of grant funded efforts; and

WHEREAS, The Land Conservation Committee has considered and approved the Agreement (attached hereto as Addendum A and incorporated herein by reference as if set forth in full); and

WHEREAS, It is deemed advantageous and suitable for the County of Door to enter into the Agreement.

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

BE IT FURTHER RESOLVED, That the Soil and Water Conservation Department, subject to the oversight of the Land Conservation Committee, shall administer the Agreement.

Submitted by:
Land Conservation Committee

<table>
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<tr>
<th>Reviewed by:</th>
<th>Corp. Counsel</th>
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<td>Reviewed by:</td>
<td>Administrator</td>
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</table>

FISCAL IMPACT: There is no fiscal impact associated with the adoption of this resolution. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of March 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

Ken Fisher, Chairperson
Todd Thayse
Bob Bultman
Mike Vandenhouten
Vinni Chomeau
Richard Virlee
Roy Englebert
THIS LAND USE AGREEMENT (Agreement) is made by and between the State of Wisconsin Department of Natural Resources (Owner) and Door County Soil and Water Conservation Department (Permittee).

RECITALS

WHEREAS, the Owner owns certain real property located in the NE ¼ of the SW ¼ and SE ¼ of the SW ¼ of Section 9, T. 27 N., R. 26 E., City of Sturgeon Bay, Door County, Wisconsin, that is further described below and referred to in this Agreement as the Premises;

A parcel of land located in Government Lot 2, more particularly described as follows:

Lots 4-14, Block 7; Lots 17-21, Block 6; and Outlot 1, all in Leathem Smith Subdivision No. 2; and

Also all that part of Government Lot 2 bounded on the east by the easterly boundary line of said Government Lot 2 and bounded on the remaining sides by the waters of Big Creek.

WHEREAS, the Owner has leased a part of the Premises to the Crossroads at Big Creek, Inc., for the purposes of providing small craft, carry-in watercraft access to Lake Michigan for public use including boating, fishing and day use;

WHEREAS, the Owner may enter into agreements permitting others to engage in mutually beneficial activities on its property;

WHEREAS, the Permittee desires to treat the invasive species phragmites; and

WHEREAS, the Owner is willing to allow treatment under a DNR Aquatic Herbicide Treatment Permit authorized under NR107, and under the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of mutual benefits, the Owner and Permittee agree to the following terms and conditions:

1. **Purpose.** Owner agrees that Permittee may treat phragmites in accordance with the additional conditions
outlined in Section 24 of this agreement and in the attached Exhibit A.

2. **Parties.** The terms Owner and Permittee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this Land Use Agreement shall bind the parties mutually, as well as their employees, agents and legal representatives.

3. **Term.** This Agreement shall be in effect for a five (5) year period commencing **October 1, 2020** and ending **October 1, 2025**.

4. **Termination.** The Owner may terminate this Agreement by providing 30 days written notice to Permittee if the Owner determines that the continued use of the Premises by the Permittee will interfere with the future management objectives of the Owner. If the Owner determines that Permittee breached any term or condition contained in this Agreement, Owner may terminate the Agreement immediately.

5. **Non-Assignment.** Neither this Agreement nor any right or duty in whole or in part by the Permittee under this Agreement may be assigned, delegated or subcontracted without the prior written consent of the Owner.

6. **Maintenance.** The Permittee shall maintain the Premises in a safe condition at all times.

7. **No Parking or Storage.** The Permittee shall not park or store any vehicles or equipment on the Premises at any time unless prior written approval is obtained from Owner.

8. **Construction.** The Permittee has or shall submit for approval to the Owner a plan describing the intended placement or construction of any items on the Premises. No deviations from this approved plan shall be allowed except with the prior written approval of the Owner. Within ten (10) days after the termination of this Agreement, the Permittee shall remove all structures placed on the Premises. If the Permittee's structures remain on the property more than 10 days after termination, (1) title to the structure(s) shall vest in the Owner, or (2) the Owner may remove the structure and the Permittee shall reimburse Owner for all removal costs within thirty (30) days of billing.

9. **Signage.** Any signs, postings and other markers proposed by Permittee to be located on the Premises shall be approved by the Owner prior to placement.

10. **Vegetative Management.** No cutting or trimming of trees shall be done without the prior written approval of the Owner, except for dead and down trees that obstruct passage of the Premises may be removed without such written approval. Any trees removed from the Premises remain the property of the Owner. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Owner. All stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Owner. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at [https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides](https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides). Permittee shall report to the Owner at least annually, the chemicals that are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

11. **Public Use.** The Permittee understands that the Premises is open to the public. The Premises is open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.
12. **Indemnity.** The Permittee agrees to save, keep harmless, defend and indemnify the Owner and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Agreement or with any actions or omissions of Permittee's employees, agents or representatives.

13. **Prohibitions.** The Permittee shall not allow grazing on the Premises. The Permittee shall not disturb or harass wildlife or disturb wildlife habitat on the Premises.

14. **NR 45 Enforcement.** The Owner retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.

15. **Hunting and Fishing.** This Agreement does not give the Permittee, its guests, members or agents, any rights pertaining to hunting, fishing, or trapping. These rights remain under the control of the State of Wisconsin.

16. **Renewal.** This Agreement may be extended for (5) years at the Owner’s sole discretion. If Permittee seeks a renewal based on the same terms and conditions and fee, it must submit a written request to the Owner at least 90 days prior to the expiration of this Agreement.

17. **Non-Discrimination.**
   a) In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

   b) If the Permittee employs 50 or more employees and engages in work on the Premises that is estimated to cost fifty thousand dollars ($50,000) or more, Permittee acknowledges they have a written affirmative action plan in place and upon request will provide it to the Owner.

18. **Entire Agreement.** This Agreement, together with the specifications in any required plan and its referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of this Agreement.

19. **Notices.** All notices to either the Owner or the Permittee shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party to the address listed below or to the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

   a) To the Owner: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 South Webster Street, Madison, WI 53707.
b) To the Permittee Door County Soil and Water Conservation Department, 421 Nebraska Street, Sturgeon Bay, WI 54235.

20. **Invalidity.** If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

21. **Enforcement.** It is intended that this Agreement shall be construed as being adequate and legally enforceable. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

22. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.

23. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

24. **Additional Conditions.** Additional terms and conditions that apply to this Agreement are enumerated below:
   
   a) Based on the availability of grants in aid, the Permittee shall use the Phragmites Adaptive Management Framework develop a plan for treatment and control of phragmites and provide monitoring to include stem counts and stem thickness estimates.
   
   b) The Permittee shall obtain a DNR Aquatic Herbicide Treatment Permit authorized under NR107 and provide copies of their NR 107 aquatic herbicide permit and records of all herbicides used, quantity and dates on the Premises.
   
   c) The Permittee shall assume all responsibility to post the Premises when it is being sprayed and shall hire the contractors.
   
   d) Treatment: In the fall, populations will be treated once with an aquatic approved herbicide (either imazapyr or glyphosate), aquatic approved non-ionic surfactant and blue dye based on recommendations from the Phragmites Adaptive Management Framework and best management practices as established by the Wisconsin DNR. All sites treated with herbicide shall be posted for at least 24 hours prior to and after treatments denoting chemical treatment and all treatments will adhere to state and federal law. The Permittee will secure the appropriate permits to treat said populations and shall provide notice to the Owner at least five business days prior to treatments occurring and after treatments have occurred. Chemical logs noting the chemical used, time of treatment, date of treatment, quantity used and applicator will also be provided to the Owner following treatment application.

**END OF TERMS AND CONDITIONS**
IN WITNESS WHEREOF, the Permittee and Owner hereby accept and consent to the terms and conditions of this Agreement.

Erin Hanson, County Conservationist – Door County Soil and Water Conservation Department
Permittee

State of Wisconsin
Department of Natural Resources
For the Secretary

Tom Meronek
Fisheries Supervisor Northern Lake Michigan

Kelly Raleigh Moses
Real Estate Specialist

This instrument drafted by:
State of Wisconsin
Department of Natural Resources
Resolution No. 2021-29
APPROVAL OF MULTI-DISCHARGER PHOSPHORUS VARIANCE GRANT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Section 59.52(19) Wis. Stats. empowers the County Board to accept donations, gifts, or grants of money for any public governmental purpose within the powers of the County; and

WHEREAS, Resolution 75-84 entitled “Gifts, Grants & Donations to the County of Door” requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts, and grants whether in the form of money, or personal or real property; and

WHEREAS, Rule of Order # 38, entitled ‘Donations, Gifts or Grants’, requires among other things, County Board be provided notice of any donation, gift or grant in excess of $4,999.00 prior to acceptance; and

WHEREAS, Section 283.16 Wis. Stats. provides a statewide variance method for waste water treatment plants to comply with phosphorus permit limits by providing funds to County Conservation Departments within the same watershed to reduce phosphorus; and

WHEREAS, Funds from this program must be used by the County to bring farmers and other agricultural sources into compliance with Ch. NR 151, Wis. Adm. Code agricultural performance standards; and

WHEREAS, Door County falls within the same hydraulic unit code (HUC) as the Village of Casco Wastewater Treatment Plant which makes Door County eligible for these funds; and

WHEREAS, Door County Soil & Water Conservation Department has applied for and has been awarded $12,388.44 from the Village of Casco; and

WHEREAS, The Land Conservation Committee (LCC) has voted to accept the aforesaid grant.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby accept the Multi-Discharger Phosphorus Variance Funds from the Village of Casco in the amount of $12,388.44 for the above stated purpose.

BE IT FURTHER RESOLVED, That the aforesaid grant shall be administered by the Soil & Water Conservation Department subject to oversight by the Land Conservation Committee.

SUBMITTED BY:
LAND CONSERVATION COMMITTEE

Ken Fisher, Chairperson

Todd Thayse

Bob Bultmann

Mike Vandenhouten

Vinni Chomeau

Richard Virlee

Roy Englebert

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

FISCAL IMPACT: The Grant funds will be used for the specified purpose per lines 17-19; no additional County funds are required. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd, day of March, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
Resolution No. 2021-30

ACQUISITION OF PIN 002-02-06292833D - BRIDGE FINANCING
TRANSFER OF NON-BUDGETED FUNDS - §65.90, WIS. STATS.

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Door County’s acquisition of PIN 002-02-06292833D (“subject property”) was authorized by the County Board’s adoption of Resolution No. 2020-79 on October 27, 2020; and

WHEREAS, Door County’s acquisition of the subject property was “…expressly conditioned upon the availability of donations, gifts or grants sufficient to fully fund the full purchase price…”; and

WHEREAS, The deadline set forth in the Contract to Purchase Real Property, for the availability of donations, gifts or grants sufficient to fully fund County’s acquisition of the subject property is April 1, 2021; and

WHEREAS, Potential sources of funding, including: WCMP-CELC (up to $12,000), Friends of the Door County Parks System, Inc. (up to $7,000), and Raibrook Foundation (up to $5000) are being pursued by the Parks Superintendent; and

WHEREAS, There is reason to believe that donations, grants and/or gifts will be available to fully fund the purchase, but such (particularly the grant funding) will likely not be in-hand until July 1, 2021; and.

WHEREAS, The Facilities & Parks Committee, at its March 10, 2021 meeting, expressed support for the concept of bridge financing (i.e., Door County’s appropriation of funds to cover the cost of acquisition and bridge the gap until the donations, gifts and/or grants become available, at which time the funds appropriated by the County would be repaid); and

WHEREAS, In accordance with §65.90(5)(a), Wis. Stats. and Rules of Order #19 the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

WHEREAS, The Finance Committee, at its March 15, 2021 meeting, recommended that up to $24,000 be transferred from the Unassigned Fund Balance (Account #100.33101) to the Facilities & Parks Land Acquisition (Account #100.37.5202.69908), with the understanding that such will be repaid by gifts, grants and/or donations.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the transfer of up to $24,000 be transferred from the Unassigned Fund Balance (Account #100.33101) to the Facilities & Parks Land Acquisition (Account #100.37.5202.69908), with the understanding that such will be repaid by gifts, grants and/or donations.

SUBMITTED BY: FINANCE COMMITTEE

David Englebert, Chairperson

Nancy Robillard

Dan Austad

Laura Vlies Wotachek

Alexis Heim Peter

Dale Vogel

Susan Kohout

Jill M. Lau, Clerk of Door County
Resolution No. 2020-79
ACQUISITION OF REAL PROPERTY
FOR PUBLIC PARK PURPOSES [PIN 002-02-06292833D]

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Pursuant to § 59.52, (6) Wis. Stats., a county board may acquire real property [land and improvements] for public uses or purposes of any nature, including parks; and

WHEREAS, Pursuant to § 59.52 (19) Wis. Stats., a county board may accept donations, gifts or grants for any public governmental purpose within the powers of the county; and

WHEREAS, The Facilities & Parks Committee has expressed the intent to acquire +/- 4.00 acres of land (PIN 002-02-06292833D) located in the Town of Baileys Harbor, County of Door, State of Wisconsin (hereinafter "subject property"), as an addition to Meridian County Park; and

WHEREAS, The Facilities & Parks Committee, at its meeting on October 14, 2020, approved Door County’s acquisition of the subject parcel; and

WHEREAS, The proposed terms and conditions of Door County’s acquisition of the subject real property are set out in the Contract to Purchase Real Property (attached hereto as Addendum A, and incorporated herein by reference as if fully set forth herein); and

WHEREAS, Door County’s obligation to proceed with acquisition of the subject property is, among other things, expressly conditioned on the availability of donations, gifts or grants sufficient to fully fund the County’s acquisition of the subject property.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby authorizes, subject to the terms and conditions set forth above, acquisition of the “subject property”.

BE IT FURTHER RESOLVED, That the Door County Facilities & Parks Director is, subject to the oversight of the County Facilities & Parks Committee, empowered to: 1) execute the Contract to Purchase Real Property; 2) seek out, apply for, and accept donations, gifts or grants to fund the purchase price; and 3) execute any documents and take such action as is necessary to facilitate Door County’s acquisition of the subject property consistent with this resolution.

SUBMITTED BY: FACILITIES & PARKS COMMITTEE

Dan Austad, Chairperson  
Roy Englebert  
David Enigl  
Ken Fisher

Alexis Heim Peter  
Susan Kohout  
Nancy Robillard  
Nancy Robillard
CONTRACT TO PURCHASE REAL PROPERTY

The County of Door (hereinafter referred to as "Buyer"), a body corporate under § 59.01, Wis. Stats, and Estate of Betsy Deane Light (hereinafter referred to as "Seller") by and through its duly authorized legal representative Foster VanOstin Light, an adult resident of the State of Illinois, do hereby agree as follows:

1. Seller warrants and represents that it is the fee simple owner of record of Door County Parcel Number 0020206292833D, Town of Baileys Harbor, County of Door, and State of Wisconsin (hereinafter referred to as "Premises") and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

2. For and in consideration of the mutual covenants and subject to the terms and conditions set forth herein, the Seller agrees to sell and convey, and the Buyer agrees to purchase, the Premises.

3. The purchase price for the Premises is twenty-four thousand dollars ($24,000.00). Purchase price shall be paid on the date of closing, concurrent with delivery and recording of the warranty deed as provided herein.

4. Seller shall convey the Premises to Buyer by personal representative's deed free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants, and taxes levied in the year of closing. Seller will complete, execute and record the documents necessary to effectuate the conveyance.

5. The Premises is benefited by an easement (which may be found in Vol. 535, Pages 580-587, Document # 527195, Door County Register of Deeds). This easement is appurtenant to and runs with the Premises.

6. Seller and Buyer each represent and acknowledge that this is a voluntary acquisition (i.e., an "arm's length transaction") and that each acted in its own best interest in negotiating and carrying out this transaction.

7. Seller represents that the Premises is offered for sale on the open market by the owner and that there are no tenant occupants involved.

8. Seller understands and acknowledges that Buyer is not acquiring the Premises by condemnation, and that Buyer has not exercised or threatened to exercise its power of eminent domain. Neither the Seller, nor any person or entity occupying the Premises, is entitled to any remedy afforded by Ch. 32 Wis. Stats. as to this transaction. Seller hereby releases Buyer from any and all liability under Ch. 32 Wis. Stats. as to this transaction.

9. Buyer's obligation to conclude this transaction is conditioned upon the following:

   a) Buyer's Board of Supervisors approval of the purchase of the Premises by adoption of a resolution on or before December 31, 2020.

   b) The availability of donations, gifts or grants sufficient to fully fund Buyer's acquisition of the Premises on or before April 1, 2021.

If the foregoing conditions are not timely satisfied, this Contract, at either Buyer's or Seller's option, shall terminate and be of no further force or effect.

10. Real estate taxes will be prorated at closing based on the taxes for the preceding year, or the current year if available. The Seller is responsible for the taxes from January 1 through the day prior to closing. The Buyer is responsible for the taxes from the day of closing through the end of the year.

10. Assessments, if any, for work on the Premises actually commenced or levied prior to date of the closing shall be paid by Seller.

11. Seller has no first-hand notice or knowledge of, and upon information and belief does not believe there are, any:

   a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Premises;
b) Federal, state or local regulation, or court order requiring repair, alteration, or correction of any existing condition;

c) Underground storage tanks on the Premises;

d) Active or abandoned well on the Premises;

e) Hazardous and/or toxic substance, materials, waste, or conditions on or affecting the Premises;

f) Environmental contamination of the Premises;

g) Boundary or lot line disputes encroachments or encumbrances;

h) Other conditions of any kind which affect the Premises and should be disclosed to Buyer.

Buyer shall have until November 1, 2020, (the “Investigation Period”) to perform such investigation to determine that the Premises can be lawfully used for Buyer’s Intended Use. As used herein, the term “Buyer’s Intended Use” shall mean the acquisition of the Premises for the purpose of a county park or recreation area (“Intended Use”). Buyer shall have the right to enter the Premises with its agents, at their own risk, for the purpose of conducting these studies (“Studies”) for such purpose. If Buyer has not obtained such satisfactory results, it may deem acceptable in its sole discretion, it may terminate this Contract on written notice to Seller delivered by the conclusion of the Investigation Period, in which event this Contract shall be deemed null and void and Buyer shall have no further obligation hereunder. Buyer will restore/repair the Premises for any change or damage occasioned by such Studies.

Buyer will save, protect, indemnify and hold Seller harmless from all adverse claims (including any mechanics' liens), causes of action, suits or other matters as a result or in consequence of Seller having granted Buyer such access. The provisions of this paragraph shall survive the closing or any termination of this Contract.

12. Buyer shall be provided an owner's policy of title insurance in the amount of the purchase price. Seller, prior to the date of closing, shall provide documentation or act as required to remove exceptions (objectionable to Buyer) from the commitment (and policy when issued).

13. Possession and occupancy of the Premises shall be given to Buyer on the date of closing.

14. Seller shall provide to Buyer a written statement from the municipality in which the Premises is located verifying the status of real estate taxes, current or planned special assessments, and other municipal charges affecting the Premises. This statement shall be provided to Buyer prior to closing at Seller's expense.

15. If the condition of, or any condition or factor affecting, the Premises significantly or materially changes prior to closing this Contract may be terminated at option of Buyer. The Premises and improvements thereon are being sold as is where is, with no warranty or representations as to the condition of the improvements. Buyer has had sufficient time and access to make its own determination as to the condition of improvements.

16. Closing shall take place not later than July 1, 2021, at a location, date and time to be mutually agreed by the Buyer and Seller.

17. This Contract may be extended one time for up to one year upon the prior written consent of Buyer and Seller. Buyer shall use due diligence in seeking to obtain required approvals.

18. Buyer may obtain such survey(s) of the Premises as it deems necessary. Seller has no obligation to provide a survey.

19. The covenants and agreements herein are to be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, and assigns and shall survive the date of closing and consummation of the sale and purchase.

20. Seller acknowledges and understands that the Door County Corporation Counsel represents Buyer.
21. Seller acknowledges having had sufficient opportunity to consult with and receive the advice of an attorney of Seller's choice prior to entering into this Contract.

22. Seller acknowledges having read and fully understands this Contract.

23. Buyer and Seller agree to act in good faith and use due diligence in completing the terms of this Contract.

24. This Contract constitutes the entire agreement between the parties and may not be changed except by a contract in writing and signed by the parties.

EACH PARTY HAS REVIEWED AND FULLY UNDERSTANDS THIS CONTRACT.

Accepted and agreed this __________ day of ______________________, 2020.

____________________________________
Ken Pabich, Door County Administrator
Duly Authorized and Empowered to Act on the Behalf of the County of Door

BUYER

Accepted and agreed this __________ day of ______________________, 2020.

____________________________________
Foster VanOstin Light
Duly Authorized Legal Representative and Empowered to Act on Behalf of Estate Betsy Deane Light

SELLER
Parcel Number: 0020206292833D - TOWN OF BAILEYS HARBOR  
PLSS Section-Town-Range: SW of SW 6-29-28  
Property Address: 
Owner Name: BETSY DEANE LIGHT  
Co-Owner: 
Mailing Address: C/O GERMAINE LIGHT  
20206 E 1280 N RD  
DANVILLE, IL 61834  
Legal Description (See recorded documents for a complete legal description):  
SW1/4 SW1/4 SEC. 6-29-28 W OF HWY EX N400' INCL. PED. ESMNT REC'D 535/580.  
School District: Gibraltar  
Valuations: 2021  
Acres: 4.00  
Land Value: $14800  
Improved Value: $0  
Forest Value: $0  
Taxes: 2020  
Real Estate Tax: $162.40  
Special Tax: $0.00  
Forest Tax: $0.00  
Est Fair-Market Value: $30700  
* Valuations are subject to change until Final Board of Review. Contact Local Assessor for questions regarding assessed valuations.
Resolution No. 2021-31

Door County's Vision of Diversity and Inclusion

WHEREAS, Door County must be a leader to ensure all residents and visitors understand our core values of accessibility, integrity, respect, and openness, and insure that the County continues to be a great place to live, work and visit; and

WHEREAS, Door County understands that, across this Country, state and local units of government are taking action to further the goals of diversity and inclusion; and

WHEREAS, the National Association of Counties and the Wisconsin County Association have provided examples where local units of government have passed resolutions declaring Racism is a Public Health Crisis based on the American Public Health Associations national campaign against racism; and

WHEREAS, Healthiest Wisconsin 2020 states that, "Wisconsin must address persistent disparities in health outcomes, and the social, economic, educational and environmental inequities that contribute to them"; and

WHEREAS, Door County acknowledges that racism is a public health crisis in areas of our Country and that Door County can and should play a role in seeking lasting solutions; and

WHEREAS, Door County elected officials and employees have participated in education and training in an effort to better understand and be able to address these disparities; and

WHEREAS, Building a truly inclusive culture for everyone, regardless of age, ability, gender identity and expression, nationality ethnicity, parental status, race, religion, and sexual orientation, within the County of Door is a necessary first step toward addressing these disparities.

WHEREAS, inclusive practices, which bring together a range of diverse perspectives, yield undeniable benefits, aid in the pursuit of diversity and inclusion and will lead to a better future.

NOW, THEREFORE, BE IT RESOLVED, that the Door County Board of Supervisors asserts that all residents and visitors shall be treated with respect and integrity.

BE IT FURTHER RESOLVED, that the Door County Board of Supervisors will support policies that improve access and remove gaps along social and economic constructs and advance the understanding of diversity and inclusion.

BE IT FURTHER RESOLVED, that the Door County Board of Supervisors recognizes that every Door County elected and appointed official and employee is responsible for creating and maintaining a culture in which we respect diversity and inclusion in the workforce and the community they serve.

BE IT FURTHER RESOLVED, that the Door County Board of Supervisors encourages advocacy, by institutions and individuals, to dismantle barriers and promote diversity and inclusion.

BE IT FURTHER RESOLVED, that the Door County Administrative Committee shall work with Administration and our departments on monitoring and reporting measurable progress made towards diversity and inclusion.

BE IT FURTHER RESOLVED, that the Door County Board of Supervisors directs the County Clerk to send a copy of this resolution to Governor Tony Evers, to all State legislators representing Door County constituents, and the Wisconsin Counties Association.

SUBMITTED BY: Administrative Committee

_____________________________  ______________________________
David Lienau, Chairperson        Susan Kohout

_____________________________  ______________________________
Dan Austad                        Nancy Robillard

_____________________________
Ken Fisher

_____________________________
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 March, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
REPORT TO THE DOOR COUNTY BOARD OF SUPERVISORS:
AMENDMENT TO THE ZONING MAP OF CLAY BANKS

This report is submitted pursuant to Section 59.69(5)(e), Wisconsin Statutes.

REQUESTED:

Chris Renard, d.b.a. Rosewood Dairy, Inc., petitions for an amendment to the detailed zoning map of the Town of Clay Banks to rezone a 3.5-acre parcel from Commercial Center (CC) and Heartland 3.5 (HL3.5) to Exclusive Agricultural (EA), and to rezone 37,876 sq. ft. of the adjacent 35-acre parcel from EA to CC. The 3.5-acre parcel is located at 248 CTH S and the vacant 35-acre parcel is located south of Rosewood Rd. and east of CTH S in Section 31, Town 26 North, Range 26 East.

EXPLANATION:

The applicant is planning a new cheese processing plant and store with deli on the vacant 35-acre parcel zoned EA. The cheese processing plant is allowed in EA, but retail sales and tasting are prohibited. The applicant is proposing to rezone a 37,876 square foot portion of the 35-acre parcel to CC for the proposed portion of the new building that will contain the store and restaurant (deli). The applicants are requesting the 3.5-acre parcel be rezoned to EA and then plan to combine these two parcels into one parcel.

HEARING AND NOTICE:

The Resource Planning Committee held a public hearing concerning this petition on March 4, 2021 at the Door County Government Center, Sturgeon Bay, WI. Notice of the public hearing, notice to the county board supervisor of the affected district, and notice to the Clay Banks Town Clerk have been given in accordance with Chapter 59.69, Wisconsin Statutes. Proof of the giving of such notice is available upon request from the Land Use Services Department.

RECOMMENDATION:

The Resource Planning Committee hereby recommends approval of the zoning amendment petition and the enactment of Amendatory Zoning Ordinance No. 2021 - 06.

RESOURCE PLANNING COMMITTEE

________________________________________
David Enigl, Chairperson

________________________________________
Kenneth Fisher

________________________________________
Roy Englebert

________________________________________
Vinni Chomeau

________________________________________
Richard Virlee
AMENDATORY ZONING ORDINANCE 2021 – 06
AMENDMENT TO THE ZONING MAP OF CLAY BANKS

The Door County Board of Supervisors, pursuant to Section 59.69(5)(e), Wisconsin Statutes, does hereby ordain an amendment to the detailed zoning map of the Town of Clay Banks to rezone a 3.5-acre parcel from Commercial Center and Heartland 3.5 to Exclusive Agricultural, and to rezone 37,876 sq. ft. of the adjacent 35-acre parcel from Exclusive Agricultural to Commercial Center:

Portions of Tax Parcel # 006-00-31262632A and Tax Parcel 006-00-31262632A1, situated in the Town of Clay Banks, County of Door, State of Wisconsin, more particularly described as shown within Exhibit A, attached hereto and incorporated herein by reference.

Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall become effective upon passage.

SUBMITTED BY:
Resource Planning Committee

David Enigl, Chairperson
Vinni Chomeau
Kenneth Fisher
Richard Virlee
Roy Englebert

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 March, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

COUNTERSIGNED

David Lienau, Chairperson
Door County Board of Supervisors

Effective Date: 03/23/21
EXHIBIT A:
PROPOSED REZONING MAP & LEGAL DESCRIPTION
EXCLUSIVE AGRICULTURE TO COMMERCIAL CENTER

REZONE LEGAL DESCRIPTION:
PART OF THE NORTHWEST ¼ OF THE
SOUTHWEST ¼ OF SECTION 31, TOWNSHIP
26 NORTH, RANGE 26 EAST, TOWN OF
CLAY BANKS, DOOR COUNTY, WISCONSIN.
CONTAINING 37,876 SQ FT, (0.870 ACRES)
DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST ¼ CORNER OF
SAID SECTION 31;
THENCE S02°15′49″E, 531.18 FEET ALONG
THE WEST LINE OF THE SOUTHWEST ¼ TO
THE POINT OF BEGINNING;
THENCE N88°05′59″E, 226.90 FEET;
THENCE S01°54′01″E, 167.32 FEET;
THENCE S88°06′01″W, 225.84 FEET TO THE
WEST LINE OF THE SOUTHWEST ¼ OF SAID
SECTION 31;
THENCE N02°15′49″W, 167.32 FEET TO THE
POINT OF BEGINNING.
REPORT TO THE DOOR COUNTY BOARD OF SUPERVISORS:
AMENDMENT TO THE ZONING MAP OF STURGEON BAY

This report is submitted pursuant to Section 59.69(5)(e), Wisconsin Statutes.

REQUESTED:

Richard W. Wilke petitions for an amendment to the detailed zoning map of the Town of Sturgeon Bay on behalf of Sturgeon Bay Storage to rezone a 6.65-acre lot from General Agricultural (GA) to Commercial Center (CC). The parcel is located at 3658 N 18th Avenue.

EXPLANATION:

The rezoning request application indicated this was a first step to then be able to pursue authorization for a commercial storage facility and other commercial uses to be determined. A commercial storage facility is not allowed in the General Agricultural (GA) zoning district.

HEARING AND NOTICE:

The Resource Planning Committee held a public hearing concerning this petition on March 4, 2021 at the Door County Government Center, Sturgeon Bay, WI. Notice of the public hearing, notice to the county board supervisor of the affected district, and notice to the Sturgeon Bay Town Clerk have been given in accordance with Chapter 59.69, Wisconsin Statutes. Proof of the giving of such notice is available upon request from the Land Use Services Department.

RECOMMENDATION:

The Resource Planning Committee hereby recommends approval of the zoning amendment petition and the enactment of Amendatory Zoning Ordinance No. 2021 - 07.

RESOURCE PLANNING COMMITTEE

David Enigl, Chairperson

Kenneth Fisher

Roy Englebert

Vinni Chomeau

Richard Virlee
AMENDATORY ZONING ORDINANCE 2021 – 07
AMENDMENT TO THE ZONING MAP OF STURGEON BAY

The Door County Board of Supervisors, pursuant to Section 59.69(5)(e), Wisconsin Statutes, does hereby ordain an amendment to the detailed zoning map of the Town of Sturgeon Bay to rezone a 6.65-acre lot from General Agricultural (GA) to Commercial Center (CC):

Tax Parcel # 024-02-04272621B, situated in the Town of Sturgeon Bay, County of Door, State of Wisconsin, more particularly described as shown within Exhibit A, attached hereto and incorporated herein by reference.

Pursuant to Section 59.69(5)(e)6, Wisconsin Statutes, this ordinance shall become effective upon passage.

SUBMITTED BY:
Resource Planning Committee

David Enigl, Chairperson
Vinni Chomeau
Kenneth Fisher
Richard Virlee
Roy Englebert

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 March, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

COUNTERSIGNED

David Lienau, Chairperson
Door County Board of Supervisors

Effective Date: 03/23/21
Exhibit A: Ordinance 2021-07
Proposed Rezoning: General Agriculture to Commercial Center
Wilke: 024-02-04272621B
Ordinance No. 2021-08

INVOKING THE AUTHORITY OF §59.10(1), WIS. STATS.
TO BE A SELF-ORGANIZED COUNTY

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

WHEREAS, Door County desires to achieve the maximum
amount of flexibility relating to its local administrative affairs and
governance by becoming a self-organized county pursuant to §
59.10, Wis. Stats.; and

WHEREAS, § 59.10, Wis. Stats. provides that Door County
may become self-organized by adopting an ordinance electing to
be self-organized and filing a certified copy of the ordinance with
the Secretary of State.

NOW THEREFORE BE IT RESOLVED that pursuant to §
59.10, , Wis. Stats. the Board hereby elects that Door County be a
self-organized county with authority to act under, among other
statutes, § 59.10(1) , Wis. Stats.; and

BE IT FURTHER RESOLVED that the County Clerk is hereby
directed to file a certified copy of this Ordinance with the Secretary
of State at P.O. Box 7848, Madison, WI 53707-7848.

SUBMITTED BY:
Administrative Committee

_________________________  _________________________
David Lienau, Chairperson  Susan Kohout

_________________________  _________________________
Dan Austad  Nancy Robillard

_________________________  _________________________
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 an
ordinance that was enacted on the 23rd day
of March, 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: ________________
Self-Organized Counties

Local Government Education Program
February 1997

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,
• 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.
AMENDATORY ORDINANCE 2021-05

AMENDMENT OF CHAPTER 11.05 DOOR COUNTY CODE
ALL TERRAIN VEHICLES & UTILITY TERRAIN VEHICLES ROUTES

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

1. The Town of Nasewekee, with an endorsement by the City of Sturgeon Bay has requested that portions of CTH C, from CTH PD to North Duluth Avenue, located within their territorial boundaries, be designated as an all-terrain vehicle route and utility terrain vehicle route.

2. The Door County Highway & Airport Committee has considered the request and recommends approval of, and amendment of Chapter 11.05 Door County Code to effectuate, the same.

3. The Door County Board of Supervisors does hereby ordain an amendment to Chapter 11.05 Door County Code as follows:

COUNTY HIGHWAYS, OR PORTIONS THEREOF, DESIGNATED AS ATV AND/OR UTV ROUTES.

A. The following routes are designated as ATV / UTV routes:

1. The portion of County Highway(s) DK, N, D, Y situated within the Town of Union.
2. The portion of County Trunk Highway W situated within the Town of Washington.
3. The portion of County Trunk Highways M, SB, and PD situated within the Town of Nasewekee.
4. The following segments of County Trunk Highways in the Town of Gardner: All of CTH CC, CTH C from CTH CC to Stevenson Pier Road, CTH D from Meadowlark Lane to Lime Kiln Road, and CTH N from Fox Lane southerly to the Gardner Town Line.
5. The portion of County Trunk DK in the Town of Brussels.
6. The portion of CTH H from STH 42 west to Stone Road in the Town of Forestville.
7. The portion of CTH J from Mill Road to the easterly Forestville Village Limits.
8. CTH C from CTH SB to Stone Road, Town of Nasewekee.
9. CTH EE from Red Cherry Road to CTH F, and CTH F from STH 57 to Meadow Road, and CTH E from CTH A to Red Cherry Road, Town of Baileys Harbor.
10. CTH E from CTH A to Baileys Harbor Town Line and on CTH EE from Red Cherry Road to North Maple Road.
11. CTH F from CTH A to West Meadow Road, Town of Gibraltar.
12. CTH C from CTH N to Riley's Bay Road, Town of Gardner.
13. CTH C from CTH PD to North Duluth Avenue, Town of Nasewekee.

Chapter 11.05 Door County Code shall remain unchanged and shall continue in full force and effect except as amended by this ordinance.

This ordinance shall become effective upon enactment and publication.

The Door County Clerk shall transmit a certified copy of this ordinance to the Wisconsin Department of Natural Resources and the Door County Sheriff’s Department.

SUBMITTED BY: HIGHWAY & AIRPORT COMMITTEE

David Englebert
Chairperson

Kenneth Fisher

Laura Vlies Wotachek

Joel Gunnlaugsson

Certification:

Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 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: Upon enactment and publication.
Hi John

Nasewaukee is interested in working with the city of Sturgeon Bay Parks committee to connect Sturgeon Bay to the rest of Southern Door's ATV trails. We are asking the Door County to allow County C to be opened for ATV use from County PD to North Duluth.

Steve Sullivan
Nasewaukee Chair
01/22/2021

To: Highway Commissioner John Kolodziej,

We the Parking & Traffic Committee of the City of Sturgeon Bay are requesting the County of Door Highway & Airport Committee to approve the continued ATV/UTV trail by opening County Road C from Park Drive to Duluth Avenue and the section North of Duluth Avenue in the township of Nasewaupee.

The City of Sturgeon Bay’s Parking & Traffic committee and the Sturgeon Bay Common Council upon approval of the County of Door Board of Supervisors would then open the city’s portion at North Duluth Avenue to Bullhead Point which is part of the city’s limits. The City of Sturgeon Bay would be responsible for all maintenance of the road trail along with any required signage as with the Township of Nasewaupee would be responsible for theirs. We feel County Road C is wide enough to which an ATC/UTV can safely travel and it includes a bike path and the posted speed limit of 45 MPH. All requirements of county & city laws will be enforced. We ask for a one-year trial basis and a review upon then.

The purpose is to have residents and visiting outdoor enthusiasts enjoy access to the waters of Sturgeon Bay and provide economic benefits to both local and state levels. As this recreation has become a huge part of our state and a growing number of followers, we ask that you approve this request and we thank you for your time and consideration.

Sincerely,

Parking & Traffic Chairman – Kirsten Reeths

Parking & Traffic Co Chairman – Gary Nault
Town of Nasewaupee
Town Board Meeting
3388 Park Drive, Nasewaupee Town Hall
February 18, 2021
Minutes

“These minutes have not been reviewed by the Town Board and are subject to approval at the next meeting”

Call to Order
The February 18, 2021 Nasewaupee Town Board meeting was called to order by Chairman Steve Sullivan at 7:00 p.m. at the Nasewaupee Town Hall.

Establish a Quorum/Members Present
Board Members present: Steve Sullivan and Don Sixel. Dennis Rimert was excused.

Also present: Town Treasurer Carol Russell, Clerk Jill Lau, and public.

Approval of Agenda
Motion by Sullivan, seconded by Sixel to approve the agenda. Motion carried by voice vote.

Approve Minutes of the January 14, 2021 Regular Board Meeting
Motion by Sixel, seconded by Sullivan to approve the minutes of the January 14, 2021 Regular Board Meeting. Motion carried by voice vote.

Fire Protection
No Fire Board Rep was present to provide an update.

Tax Parcel 020-01292725114B – 2427 County Road MM – Raze Order
Chairman Sullivan reported the Board is considering issuing an official raze order. The Town must officially serve the property owner. The Town previously sent a letter via certified mail however this is not considered the official notification unless the property owner is served. Since sending the letter it has come to the Town’s attention that if the town incurs expenses to raze the structure a special charge can be placed on the tax bill however the County of Door does not have to settle the Town out for the special charge. There is a chance that the Town incurs expenses to raze the structure of which they may never be able to fully recoup.

At this time the Town is holding off on serving the official raze order.

Request for a Variance to the Setback from the Centerline of a Town Road – Tom Karkos, 4250 Island Circle Drive
Mr. Karkos is requesting a variance from the centerline of Island Circle Drive of 4’. The setback is 65’ from a town road; Mr. Karkos is asking for 61’. The request is to accommodate a small bump-out on the residential structure. All other portions of the structure meet the 65’ setback requirement.

Motion by Sullivan, seconded by Sixel to approve a setback of 61’ for Mr. Tom Karkos from the centerline of Island Circle Drive. Motion carried by voice vote.

Request to Vacate a Portion of Howards Avenue – 4119 Elms Road
David and Janet Daniel are requesting the Town vacate a portion of the platted roadway located at 4119 Elms Road. Howard Avenue has never been improved; the Town has authorized vacation of the platted roadway on many other parcels. All legal fees associated with vacating are the responsibility of the property owner.
Resolution – Howard Avenue Vacation
Motion by Sullivan, seconded by Sixel to approve the resolution. Motion carried by voice vote.

Extension of ATV/UTV Route – North Duluth Avenue, Grondin Road, and County C from County PD to North Duluth Avenue
Chairman Sullivan reported the town received a number of letters in favor of the extension and many letters against the extension of the trail. Chairman Sullivan allowed residents to express their concerns in favor and against. The following persons commented: Sue Ann Hubbard, Patrick Mowers, D’Ann Jackson, Dave Allen, resident at 3541 N Duluth Ave, Jeff May (sent by Parking and Traffic Committee City of Sturgeon Bay), Steve Wiegand, Jim Simonar, Jon Hanson, Brian Weiss, and R. Peter Jackson.

Chairman Sullivan is in favor of approving the extension of the ATV/UTV route as proposed for a trial period of one year with reevaluation February 2022.

Motion by Sullivan, seconded by Sixel to approve the ATV/UTV trail extension on Grondin Road and North Duluth Avenue with reevaluation in February 2022. Motion carried by voice vote.

Parking Issues / No Parking Cliff View Road – West Side of Roadway
The Town has received several complaints that fishermen are parking on both sides of the roadway and blocking access.

Motion by Sullivan, seconded by Sixel to approve no parking with signs to be erected on the west side of the roadway on Cliff View Road. Motion carried by voice vote.

Ordinance – Amendment of Regulation of Noxious Weeds
This ordinance is an amendment to Section 5.2.020 to include Japanese Knotweed, Wild Parsnip, Common/Cut-Leaved Teasel in addition to those weeds defined by Wis. Stats. §66.0407.

Motion by Sixel, seconded by Sullivan to approve the ordinance amendment. Motion carried by voice vote.

Roads, Park, and Cemetery
Chairman Sullivan reported building of the picnic area at Haines Park is planned for this spring.

Tree cutting and trimming on several roads is in progress.

Permits
Administrative
No Administrative Permit applications were received.

Building
Chris Wittig, 4200 Shoreline Rd – permit extension; Laura Madigan, 3771 Town Park Rd – service upgrade; Mike & Cindy Frea, 6984 Deer Trail Rd – detached garage; Paul & Anna Hauerbrook, 3138 James Way – house addition; and, Timberstone Properties, 2600 Idlewild Rd – factory, storage, retail alteration.

Motion by Sullivan, seconded by Sixel to approve the Building Permits. Motion carried by voice vote.

Driveway
No driveway permit applications were received.
Sign
No sign permit applications were received.

Licenses
Mobile Home Park
- Little Birdie, LLC – 3574 Steward Lane
- Gitche Gumee Resort, LLC – 4306 Gitche Gumee Road
- Sunnyvale Estates – 7625 Highway 57
- Jon Hanson – 6404 County Road C
- Whispering Sands Resort, LLC – 3820 Sand Bay Point Road

Motion by Sullivan, seconded by Sixel to approve the Mobile Home Park Licenses. Motion carried by voice vote.

Correspondence
- Letters and emails received regarding the extension of the ATV/UTV Trail
- Wisconsin Towns Association District Meeting - Virtual

Public Comment
No other comments.

March Agenda Items
Nothing as of this meeting.

Presentation and Approval of Bills
Bills were read aloud.

Motion by Sullivan, seconded by Sixel to approve the bills as presented in the amount of $2,187,138.67, checks 3311 thru 3341. Motion carried by voice vote.

Next Meeting Date:
- Thursday, March 18, 2021 – 7:00 p.m.

Adjourn
Motion by Sullivan, seconded by Sixel to adjourn. Time: 8:14 p.m. Motion carried.

Respectfully submitted by Jill M. Lau, Town Clerk
Ken, thank you for reaching out to me concerning the ATV/UTV route considered for CTH C and a portion of N. Duluth Avenue and the matter as it relates to the County’s processes and actions.

The City’s Parking and Traffic Committee will be taking the matter of an ATV/UTV route on CTH C and N. Duluth Avenue up at their Monday, March 22 meeting. As I understand, the Committee Chair is anticipating a fair amount of public comment/testimony on the matter, it is conceivable that the Committee could defer action in order to give time to consider public comments and testimony.

If a recommendation to the Common Council is made, that action would most likely be taken up at the April 20th Common Council meeting. If the Committee defers action on a recommendation, the matter would then appear before the Council at their May 4 or 18, 2021 meetings.

Josh

Joshua J. Van Lieshout
Administrator
City of Sturgeon Bay

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