

Tuesday, September 22, 2020
9:00 a.m.

**DOOR COUNTY BOARD
OF SUPERVISORS**

*Door County Government Center
County Board Room (C101), 1st floor
421 Nebraska Street, Sturgeon Bay, WI*

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
6. Public Comment
7. Supervisors Response
8. Approval of Minutes of the July 10, 2020 and the August 25, 2020, County Board Meetings
9. County Administrator
 - Monthly Report
 - COVID-19:
 - Public Health / Emergency Management Update
 - Cares Act Funding
10. Pending Business/Updates
 - Resolution 2020-19; Declaration of State of Emergency
11. Resolutions
 - 2020-72 Joint Resolution Naming October 2, 2020 Manufacturer's Day in Sturgeon Bay and Door County, Wisconsin
 - 2020-73 Renewal and Revision of Wisconsin Bay Workforce Development Area Consortium Agreement
 - 2020-74 Approval of Lease Agreements with Pitney Bowes for Postage Machines
12. Ordinances
 - Report Chapter 14 Text Amendments (clean up)
 - 2020-08 Chapter 14 Text Amendments (clean up)
 - 2020-09 Amendment of Chapter 11.05 Door County Code - All Terrain Vehicles & Utility Terrain Vehicles Routes
13. Special Reports
 - 9:00 a.m. - Jodi Traas, Wisconsin County Mutual Senior Risk Management Consultant – Harassment and Sensitivity Training
14. New Business
 - Post-Governor Evers' Executive Order #82 and Emergency Order #1?
 - Travel, Training Attendance and Per Diem
15. Oral Committee Reports
16. Review Committee Minutes
17. Review Vouchers, Claims and Bills
18. Announcements
 - Next Regular County Board Meeting – October 27, 2020 – 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=edaeb662e7bc02f52cf39c7c691900953>

Enter the password: Sept22cb2020

To connect via phone:

Call 1-408-418-9388

Access Code: 146 249 8401

DOOR COUNTY
UNASSIGNED FUND BALANCE (located within the General Fund)
As of August 31, 2020

The following information on the General Fund is being provided to the Door County Board of Supervisors pursuant to Rule 19:

Unassigned Fund Balance--General Fund as of 12/31/2019	<i>Audited</i> \$ 19,198,050.48
 <u>2020 Approved Changes to Unassigned Fund Balance:</u>	
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)
	(963,958.67)
 Available Unassigned Fund Balance 8/31/2020	 \$ 18,234,091.81 <i>Unaudited</i>

Steve Wipperfurth, Finance Director

	<u>As of 12/31/2017</u>	<u>As of 12/31/2018</u>	<u>As of 12/31/2019</u>	<u>As of 8/31/2020</u>
Unassigned Fund Balance	\$ 14,841,408.21	\$ 16,996,928.24	\$ 15,634,828.24	\$ 18,234,091.81

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	\$ 18,234,091.81
General Fund Budgeted Expenditures - 2020	\$ 33,688,152.00
All Other Budgeted Funds Requiring Tax Levy - 2020	\$ 27,199,151.00

The County's current unassigned fund balance of **\$ 18,234,091.81** represents approximately **29.94728%** of its governmental funds budgeted expenditures. This level of funding is above the 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	\$ 9,100,996.36
15% Upper Limit would equate to an unassigned fund balance of	\$ 9,133,095.45
12% Lower Limit would equate to an unassigned fund balance of	\$ 7,306,476.36

MINUTES
Friday, July 10, 2020

**DOOR COUNTY BOARD
OF SUPERVISORS**

*Door County Government Center
County Board Room (C101), 1st floor
421 Nebraska Street, Sturgeon Bay, WI*

Call Meeting to Order

The July 10, 2020 Door County Board of Supervisors meeting was called to order at 9:00 a.m. by County Board Chairman 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 – 15 County Board Members were physically present – Daniel Austad, Bob Bultman, Kara Counard, David Englebert, Roy Englebert, Ken Fisher, Elizabeth Gauger, Susan Kohout, David Lienau, Megan Lundahl, Nancy Robillard, Erin Tauscher, Todd Thayse, Richard Virlee, and Dale Vogel. 5 County Board Members appeared virtually, Vinni Chomeau, Joel Gunnlaugsson, Alexis Heim Peter, Nissa Norton, and Laura Vlies Wotachek. David Enigl was excused.

Presentation of Agenda

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

Correspondence

All correspondence sent to the full County Board and cc'd to Administrator Pabich was compiled and distributed to Supervisors.

Public Comment

Administrator Pabich reported 2 comments received from members of the public that were not able to attend the meeting:

- Paula Anschutz
- Mr. Santos

The following persons commented:

- Amy Russell, Ephraim
- Jamie Haslam, Sturgeon Bay
- William Berglund, Gardner
- Beth Resch, on behalf of the Door County Medical Center
- Nancy Ackerly
- Lynn Michelsen
- Betts Williams, Sister Bay
- Darrick DeMeuse
- Angela Sherman
- Kimberly Hazen
- Mark Savard
- Laura Grey

Supervisors Response

None given at this time.

New Business

“Face Coverings”

Recommend or Mandate?

Considerations

Does it Fall Within the Powers and Duties of Local Health Officer or County Board?

Does it Protect Public Health?

Can it be Implemented (is it practical)?

Is the Order or Ordinance Enforceable?

Will the Public Find it Reasonable and Largely Engage in Voluntary Compliance?

Other?

Chairman Lienau reported letters of support were received from Door County Medical Center, Destination Door County, DCEDC, and the Long Term Recovery Task Force.

CC Thomas noted his perspective is purely a legal perspective and his best opinion of what the County can and can't do; what is legally permissible and what is not. CC Thomas reviewed the local powers to address COVID-19 in the wake of the Wisconsin Legislator vs. Palm decision. Thomas reviewed the past orders issued by Local Health Officer Sue Powers. The exercise of local authority to address COVID-19 does pose some litigation risk. The County and the Wisconsin Counties Association has been monitoring litigation in other counties. Thomas noted Door County and Health Officer Sue Powers are named as defendants in a lawsuit filed in the US District Federal Court. The case is presently pending in the early stages. It seeks to invalidate the local Safer at Home orders and ordinances and cease their enforcement and alleges that the ordinances violate civil rights, the establishment clause freedom of speech and the right to assemble. The County is following court cases which will ultimately define what a local public health officer and a local unit of government's authority is in addressing COVID19 under the Statutes. Trying to evaluate on an on-going basis what the County might be able to do or cannot do. Drafting, implementing and enforcing an order or ordinance requiring masks is not straight forward or simple. There are gaps in the statutory framework and common law or case law as to the extent of a LOH and County Board's authority to deal with these sorts of situations. Whether a Local Health Officer or County Board has the authority to enact and enforce a masking requirement, and to what extent, will highly depend on the facts and circumstances. The stakes are high; if the County or Local Health Officer takes a position that later on in litigation is determined to be incorrect the County will face potential liability. Thomas cautioned the Board. The Wisconsin Counties Association has commissioned their general counsel with a task force made up of county officials, employees, and staff members to issue some guidance by the end of July as to what counties can do in these situations. If a Local Health Officer was inclined to enact an order (statutorily the LHO has the authority), or the County Board were inclined to enact an ordinance there are a few things that need to be defined. You need an on ramp and an off ramp. Will need to setup objective criteria as to why you are doing what you are doing and objective criteria of how to end the order or ordinance. It becomes incredibly difficult to get out from underneath whatever requirements the County would impose. The County would have to limit enforcement to the administrative enforcement remedies - civil enforcement penalties and injunctive relief; criminal penalties aren't going to fly currently. Restrictions would need to be well defined, content nutrient, and narrowly tailored to address the particular circumstances. CC Thomas advised the Board to proceed with caution and not rush in to anything.

CC Thomas reviewed the difference between an order and ordinance; an LHO order applies across the County. There is question if a county ordinance would be in effect in the City and Villages; this would require further review by CC Thomas to determine if the City and Villages could allow the ordinance to apply. Enforcement of an ordinance would be clearly civil with all cases referred to the County Corporation Counsel office.

Public Health Officer Sue Powers reviewed current Wisconsin COVID information. The State is currently classified at high level with Door County's level remaining moderate. Our neighboring counties are at high level. Follow-ups are becoming much more extensive; many more people are being exposed to the virus. Visitors returned home and were diagnosed with COVID resulting in calls from other counties and additional contact tracing here in the County. Mask effectiveness should not be in question; a mask worn correctly has been proven to be an effective measure. Door County currently has 8 active cases. Chief Deputy McCarty reported the Sheriff's Office would not have the resources to enforce a masking ordinance on a consistent basis if enacted. Logistically it would be very difficult for the Sheriff's Office to respond to calls with large gatherings and enforce masks. Discussion of the process of contact tracing. Door County case counts only include those that consider Door County their residence.

Administrator Pabich reiterated the need to make sure to target what the Board is thinking about both for tourist businesses and also large employers. Door County is diversified; doing something cannot be general. The County is personally experiencing it; we are struggling significantly to get things back open. This does have a mental health impact on many individuals. We need to have a plan and vision that is clear and concise. Board discussion followed.

Supervisor Enigl arrived at 10:52 a.m. Supervisor Fisher was excused at 10:55 a.m.

Should Corporation Counsel and Public Health work together to draft an ordinance or order? By consensus, the Board does not want to proceed with looking at any ordinance or order. It was suggested recommendations be

provided going forward. Ideas for education messaging such as billboards, signage, partner with visitor centers, etc.; all have a related cost and are unbudgeted expenses. The Board discussed the next steps.

Public Health Officer Powers will assess the situation day by day and react as needed. Administrator Pabich and CC Thomas will monitor the activities of WCA and the courts. No ordinance will be drafted. Pabich will work to attempt to improve the county messaging, leveraging visitor centers and other avenues.

Announcements

- Next Regular County Board Meeting – July 28, 2020 – 9:00 a.m.

Meeting Per Diem Code

710.

Adjourn

Motion by Virlee, seconded by Gauger to adjourn. Motion carried. Time 11:24 a.m.

Recorded by County Clerk Jill M. Lau.

Minutes
Tuesday, August 25, 2020

**DOOR COUNTY BOARD
OF SUPERVISORS**

*Door County Government Center
County Board Room (C101), 1st floor
421 Nebraska Street, Sturgeon Bay, WI*

Call Meeting to Order

The August 25, 2020 Door County Board of Supervisors meeting was called to order at 9:03 a.m. by County Board Chairman 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 – 20 County Board Members were physically present – Daniel Austad, Bob Bultman, Vinni Chomeau, Kara Counard, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Elizabeth Gauger, Joel Gunnlaugsson, Alexis Heim Peter, Susan Kohout, David Lienau, Megan Lundahl, Nancy Robillard, Erin Tauscher, Todd Thayse, Richard Virlee, Laura Vlies Wotachek and Dale Vogel. 1 County Board Member appeared virtually - Nissa Norton.

Presentation of Agenda

Motion by Virlee, seconded by Vlies Wotachek to approve the agenda. Motion carried by voice vote.

Correspondence

- Unassigned Fund Balance

Public Comment

The following persons commented:

- Bailey Koepsel, Door County Historical Society
- Lou Small, Jr, 1087 Lakeview Rd, Washington Island
- Christine Reid, Forestville
- Don Freix, 8305 Quarterline Road, Fish Creek

Supervisors Response

Supervisor Virlee noted the Mill Pond is a 2-year project.

Approval of Minutes of the July 28, 2020 County Board Meeting

Motion by Virlee, seconded by Lundahl to approve the minutes of the July 28, 2020 County Board meeting. Motion carried by voice vote.

County Board Chairperson

Ethical Principles

Chairman Lienau noted information included in the meeting packet. Chairman Lienau reminded Board Members as representatives of our constituents and residents of Door County there should not be any outbursts, cheering, booing, comments or recognition following a Supervisors comments. All comments should be directed to the Chair, not to each other. Additional training will be held at this meeting and again next month.

Special Reports

Jon Hochkammer – County Board Orientation

Jon presented a PowerPoint which gave an overview of County Government authority, Forms of Governance, County Board Chair roles, County Board Supervisor roles, County Board functions, Board roles and responsibilities, Committees, Committee Chair role and responsibility, Administration responsibility, County Organizational Chart, County Constitutional Officers, Leadership roles, Staff roles and responsibilities, micromanaging, working together as a goal, and chain of command.

The Board recessed at 10:44 a.m. and reconvened at 10:53 a.m.

Reconsideration of Resolution 2020-61 Acquisition of Real Property – PIN 0280236342944A2

Supervisor D. Englebert requested the reconsideration.

Motion by D. Englebert, seconded by Bultman to reconsider Resolution 2020-61. Supervisor D. Englebert presented his reasons for asking for the reconsideration. Englebert explained that he had requested the EMS study be provided to all Board Members prior to a decision to purchase property on the Island. The study outlined the suggested actions related to the building of EMS stations. Supervisor D. Englebert reviewed the history of building the north, south, and central stations, and reviewed the history of the Island station. Englebert suggested further review of the financing of an Island station. Supervisor Virlee noted the several emails received from residents of Washington Island; none of the emails were in support of the purchase of the Dairy building. Should the County be looking to build a stand-alone building that could eventually be connected to a Town Fire Station? Discussion of moving forward now anticipating the cost of building and real estate might increase. The County has an obligation to serve the people of Washington Island. Administrator Pabich explained some social media posts were incorrect and incorrect information has been conveyed to the public. Pabich is working with Supervisor Gunnlaugsson to arrange an informational meeting with Island residents. Pabich also reviewed estimated costs of remodeling the Dairy building vs building a stand-alone building. It is anticipated the 2nd floor of the Dairy building would continue to be available for community use. Review of the vacant land and the conditions placed on the donation of the property if the county accepted the donation. It was noted services are not equal across the county. Concerns were expressed about expanding other services on the Island such as the library. Supervisor Gunnlaugsson expressed his support for the purchase of the Dairy.

Supervisor Tauscher was excused at 11:23 a.m.

Motion to reconsider failed on a vote of 13 Members voting No – Austad, Bultman, Chomeau, Counard, R. Englebert, Gauger, Gunnlaugsson, Heim Peter, Kohout, Lienau, Lundahl, Norton, and Vlies Wotachek; 7 Members voting Yes – D. Englebert, Enigl, Fisher, Robillard, Thayse, Virlee, and Vogel; 1 Member excused – Tauscher.

Supervisor Thayse was excused at 11:46 a.m.

Forestville Millpond Update

Greg Coulthurst, Soil & Water Conservationist, presented a PowerPoint outlining the history and timeline of the drawdown project. Coulthurst reviewed the expected benefits. At the end of the drawdown in 2021 the success will be evaluated. Observations were reviewed. It was requested that the slides from the presentation be provided to the Board. Further information on the sediment was requested including testing of. It was suggested that additional fencing be erected and robust signage be erected to discourage visitors from walking out into/onto the pond. Questions and answers followed.

Resolutions

Resolution 2020-65 - In Memoriam – Harvey Malzahn

Motion by Austad, seconded by Kohout to approve Resolution 2020-65 – Recognition to honor the achievements Harvey attained during his tenure as a County Board Supervisor and employee of Door County.

Supervisor Austad read the resolution aloud.

Motion carried by voice vote.

Resolution 2020-66 – Committee Appointment – Board of Adjustment

Motion by Fisher, seconded by Enigl to approve Resolution 2020-66 – Confirmation of the appointment of Arps Horvath to the Zoning Board of Adjustment to fill the unexpired term of John Young, term expires June 2021, and Cheryl Mick to fill the unexpired term of Arps Horvath, term expires June 2023.

Motion carried by voice vote.

Resolution 2020-67 – Approval of Gift, Grant and/or Donation to the Door County Sheriff's Office

Motion by Gunnlaugsson, seconded by Heim Peter to approve Resolution 2020-67 – A resolution authorizing the Door County Sheriff's Office to accept the AAA Foundation for Traffic Safety grant in the amount of \$7,054.40.

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

Resolution 2020-68 – Approval of Gift, Grant and/or Donation to the Door County Sheriff's Office

Motion by Gunnlaugsson, seconded by Bultman to approve Resolution 2020-68 – Authorization for the Door County Sheriff's Office to accept the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) micro grant in the amount of \$30,000.

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

Resolution 2020-69 - Approval of Gift, Grant and/or Donation to the Door County Sheriff's Office - \$5,000 Donation for Purchase of Reserve Division Squad

Motion by Gunnlaugsson, seconded by Vlies Wotachek to approve Resolution 2020-69 – Authorization for the Door County Sheriff's Office to accept the donation offered by Gary Skinner of \$5,000 for the purchase of a second Reserve Unit squad card to be stationed at the north office in the summer months.

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

Resolution 2020-70 – Facilities & Parks: Transfer of Non-Budgeted Funds for John Miles Park Safety Fence

Motion by Austad, seconded by Enigl to approve Resolution 2020-70 – Approval to proceed with the John Miles Park safety fence project and \$35,000 from the Facilities & Parks Account and \$5,000 from Facilities & Parks Account be used and up to \$40,000 from the Contingency Expense Account be transferred to the Facilities & Parks Capital Outlay Expense Account for the project.

Administrator Pabich explained the fence needs replacement/repair. An engineering study was performed which was used to bid the project. Pabich reviewed the financing of the project.

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

Resolution 2020-71 – Approval of Gift, Grant and/or Donation to the Door County Clerk's Office – Election Security

Motion by Lienau, seconded by Vlies Wotachek to approve Resolution 2020-71 – Authorization for the County Clerk's Office to accept the County Election Security Subgrant issued by the Wisconsin Elections Commission in the amount of \$42,119.30.

County Clerk Jill Lau explained the grant is for election security and will be used to purchase county back-up equipment and perform a security risk assessment.

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

County Administrator Monthly Report

The monthly report was included in the meeting packet and was reviewed.

Public Health / Emergency Management Update COVID-19:

Administrator Pabich noted the County has moved into Phase II of reopening. This phase extends through the end of the year. The County remains flexible with work schedules as school resumes.

Public Health Officer Sue Powers noted COVID activity remains high throughout the state and county. Powers reported current county cases; total, active, recovered, and deaths. It has been observed that recent larger gatherings have contributed to case load. Most cases have had mild symptoms. The Health Department has received a number of notifications from other areas whose residents have visited here. The Departments priority is to follow up on each case as timely as possible. Additional staff, contact tracers, have been hired. Continuing to meet with the schools and care facilities. On Thursday a community testing event is being held at John Miles Park from 10:00 a.m. to 6:00 p.m.

Cares Act Funding

No update.

Pending Business

Resolution 2020-19; Declaration of State of Emergency

No update.

Ordinances

No ordinances were presented.

Special Reports**2020 Private Well Monitoring Program**

Information was included in the meeting packet was reviewed.

Census Update

County Clerk Jill Lau reported the County's District Census Rep has reached out to and informed us we have people out in the field going door to door. The deadline to respond to the Census has been extended to September 30th. Administrator Pabich noted the Library Staff have been pushing messaging and providing education about the Census; he will reach out to staff to determine if anything further can be provided. It was noted the Census invitation/information was only mailed to a physical address; many of our northern Door addresses are served by PO boxes and this could be contributing to the lower response rates. The District Rep reported that there is an attempt to mail postcard reminders to PO Boxes however, it is uncertain if or when that may happen. There has been some confusion when the door to door persons are leaving information on multiple doors. The lower response rates might also be impacted by residents who were away for the winter and still haven't returned due to COVID.

New Business

No new business was presented.

Oral Committee Reports

- Supervisor Vlies Wotachek will be presenting an update on the Community Block Grant at September 21st Finance Committee meeting

Review Committee Minutes

Reviewed.

Review Vouchers, Claims, and Bills

Reviewed.

Announcements:

- Next Regular Meeting – Tuesday, September 22, 2020 – 9:00 a.m.
- Attendance for WCA virtual breakout sessions are authorized. Supervisors can attend live or view the session at a later time and are authorized for per diems.
- County Administrator evaluations can be returned to the Chairman's mailbox in the mailroom

Meeting Per Diem Code

825.

Adjourn

Motion by Virlee, seconded by Heim Peter to adjourn. Time: 12:54 p.m. Motion carried by voice vote.

Recorded by County Clerk Jill M. Lau



COUNTY OF DOOR

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Ken Pabich

County Administrator
(920) 746-2303
kpabich@co.door.wi.us

MEMORANDUM

TO: County Board of Supervisors
FROM: Ken Pabich, County Administrator
DATE: September 22, 2020
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 update since the presentation at County Board.

Special Studies:

- The Sheriff operational study is completed.
- The Treasurer's operational study was presented this month. The consultant will be making some final edits as a final submittal.

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: Working on property acquisition and the required zoning permits for the project.
- Sheriff – Storage Building:
 - What: Evidence storage building for vehicles. The building does not have any heat or plumbing.
 - Status: The project is on time for completion in late September.
- 56 N 4th Ave. (former Younkens Building):
 - What: We are interested in determining the best long-term use for the building. We know it will house the Archives; however, we want to determine the most cost-effective way to use the rest of the building.
 - Status: No update from the last County Board meeting.
- John Miles Park Entrance:
 - What: A new entrance gate was approved in the 2020 CIP plan for John Miles Park.
 - Status: Differed until 2021.
- Government Center and Justice Center LED Lighting Conversion:
 - What: CIP Funds were planned to upgrade the lighting at the Justice Center and Government Center.
 - Status: Justice Center is done except for the Jail. Government Center is in progress.

- Airport Maintenance Building:
 - What: A new maintenance facility is needed to replace the existing facility (it is literally rotting).
 - Status: Has been moved back until 2022. We are hoping to obtain federal funding for the new building.

- Justice Center & Government Center Meeting Room Upgrades:
 - What: Both the Justice Center and Government Center were approved to have technology upgrades to the primary meeting rooms.
 - Status: Justice Center is complete. We are going to apply for Routes to Recovery for the funds needed to complete the Government Center.

- Library Boiler:
 - What: New boiler for library which is funded 50/50 between the City and the County.
 - Status: Installed and should be completed by the end of the month.



DOOR COUNTY

Resolution No. 2020-19

RATIFICATION, ALTERATION, MODIFICATION OR REPEAL OF MARCH 16, 2020 PROCLAMATION DECLARING A STATE OF EMERGENCY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU			X
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSON	X		
HALSTEAD	X		
HEIM PETER	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VLIES WOTACHEK	X		

BOARD ACTION

Vote Required: Majority Vote of a Quorum

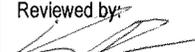
Motion to Approve Adopted

1st Norton Defeated

2nd Lundahl

Yes: 20 No: 0 Exc: 1

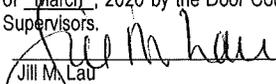
Reviewed by:  , Corp. Counsel

Reviewed by:  , Administrator

FISCAL IMPACT: If the County shuts down, Employees receiving Supplemental Paid Leave bank the estimated cost would be \$760,000.00. There are no additional County funds needed to cover this cost. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 17th day of March, 2020 by the Door County Board of Supervisors.


 Jill M. Lau
 County Clerk, Door County

1 TO THE DOOR COUNTY BOARD OF SUPERVISORS:
 2

3 **WHEREAS**, On March 16, 2020, Door County Board Chairman David Lienau and Door County
 4 Administrator Ken Pabich by proclamation declared that a state of emergency exists in Door County
 5 because of the COVID-19 pandemic consistent with *Section 323.14(4)(a), Wisconsin Statutes*; and

6 **WHEREAS**, Pursuant to *Section 323.14(4)(a), Wisconsin Statutes* the proclamation is
 7 "...subject to ratification, alteration, modification or repeal by the County Board as soon thereafter as
 8 the Board can meet, but the subsequent action taken by the governing body shall not affect the prior
 9 validity of the proclamation...".

10 **WHEREAS**, On March 16, 2020, Door County Board Chairperson David Lienau and Door
 11 County Administrator Ken Pabich additionally issued administrative orders that appear necessary
 12 and expedient for the health, safety, protection, and welfare of persons and property within Door
 13 County; and

14 **WHEREAS**, It is deemed appropriate and necessary to provide Door County Board
 15 Chairperson David Lienau and Door County Administrator Ken Pabich the general authority to order,
 16 subject to ratification if practicable, whatever is necessary and expedient for the health, safety,
 17 protection, and welfare of persons and property within Door County in the emergency; and

18 **WHEREAS**, The County Board and its subunits could be prevented from meeting physically, by
 19 reason of the COVID-19 pandemic, and may need to do virtual meetings; and

20 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors hereby
 21 ratifies the March 16, 2020, Proclamation Declaring a State of Emergency in Door County, (attached
 22 hereto and incorporated herein by reference) by Door County Board Chairman David Lienau and
 23 Door County Administrator Ken Pabich.

24 **BE IT FURTHER RESOLVED**, That the Door County Board of Supervisors hereby ratifies the
 25 March 16, 2020, Administrative Orders (attached hereto and incorporated herein by reference)
 26 issued Door County Board Chairman David Lienau and Door County Administrator Ken Pabich.

27 **BE IT FURTHER RESOLVED**, That the Door County Board of Supervisors hereby vests Door
 28 County Board Chairperson and Door County Administrator with the general authority to order,
 29 subject to ratification if practicable, whatever is necessary and expedient for the health, safety,
 30 protection, and welfare of persons and property within Door County in the emergency.

31 **BE IT FURTHER RESOLVED**, That meetings of subunits of the Door County Board are hereby
 32 suspended until further notice.

33 **BE IT FURTHER RESOLVED**, As the Door County Board is prevented from meeting
 34 physically, by reason of the COVID-19 pandemic and related public health concerns, the County
 35 Board Chairperson or designee has the authority to declare the need for and hold a virtual meeting
 36 of the County Board that is reasonably accessible (i.e., accessible remotely only) and otherwise
 37 consistent with Wisconsin's Open Meetings Law.

38 **SUBMITTED BY:**
 39 
 40 _____
 41 Dave Lienau, Chairman
 42 Door County Board of Supervisors

43 
 44 _____
 45 Ken Pabich
 46 County Administrator

**PROCLAMATION
DECLARING A STATE OF EMERGENCY IN DOOR COUNTY**

WHEREAS, in December, 2019, a novel strain of coronavirus, since named Coronavirus Disease 2019 (abbreviated "COVID-19") was detected. COVID-19 has now spread globally, including the United States.

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic. Pandemics happen when a new virus emerges to infect people and can spread between people sustainably. Because there is little to no pre-existing immunity against the new virus, it spreads worldwide.

WHEREAS, the United States Department of Health and Human Services has declared a public health emergency in response to COVID-19.

WHEREAS, on March 12, 2020, the State of Wisconsin declared the existence of a "public health emergency", pursuant to Section 323.02(16), Wisconsin Statutes, in response to the COVID-19 pandemic.

WHEREAS, an emergency exists within Door County as conditions have arisen by reason of the COVID-19 pandemic, which has great potential to impair transportation, food or fuel supplies, medical care, fire, health or police protection or other vital facilities or services of the County.

WHEREAS, it is necessary and expedient for purposes of public health, protection, safety and welfare within Door County that prudent and reasonable steps be taken to address the COVID -19 pandemic.

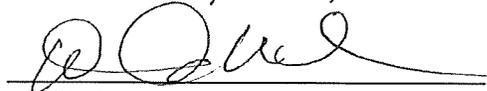
WHEREAS, declaring a state of emergency will facilitate and hasten the availability and use of resources by Door County to address COVID -19 pandemic.

WHEREAS, the period of the emergency shall be limited by to the time during which the emergency conditions exist or are likely to exist; and

WHEREAS, because of such emergency conditions, the Door County Board of Supervisors is unable to meet with promptness; and

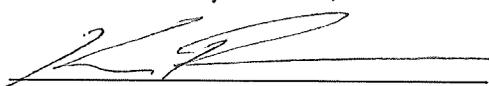
NOW, THEREFORE, pursuant to Chapter 323, Wisconsin Statutes and Section 5.08, Door County Code, the Chairperson of the Door County Board of Supervisors and Door County Administrator do each hereby concur and declare that a state of emergency exists in Door County.

Dated this 16th day of March, 2020



David Lienau
DOOR COUNTY BOARD CHAIRPERSON

Dated this 16th day of March, 2020



Ken Pabich
COUNTY ADMINISTRATOR

Sections 323.14(4)(a) & (b), Wisconsin Statutes:

- (a) *"If, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, the chief executive officer or acting chief executive officer of any local unit of government shall exercise by proclamation all of the powers conferred upon the governing body under par. (a) or s. 323.11 that appear necessary and expedient. The proclamation shall be subject to ratification, alteration, modification, or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the prior validity of the proclamation."*
- (b) *The emergency power of the governing body conferred under s. 323.11 includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency and includes the power to bar, restrict, or remove all unnecessary traffic, both vehicular and pedestrian, from the highways, notwithstanding any provision of chs. 341 to 349.*



RESOLUTION 2020-72
JOINT RESOLUTION



NAMING OCTOBER 2, 2020
MANUFACTURER'S DAY

IN STURGEON BAY AND DOOR COUNTY, WISCONSIN

TO THE DOOR COUNTY BOARD OF SUPERVISORS, and CITY OF STURGEON BAY COMMON COUNCIL:

WHEREAS, The Manufacturing sector in Door County represents approximately 17% of the total workforce; and

WHEREAS, Manufacturing is the fastest growing sector in the County with recent employment increasing at 12%; and

WHEREAS, Total wages paid by the Manufacturing sector represent 25% of all wages paid in Door County; and

WHEREAS, Average wages for Manufacturing are 144% of the County average wage; and

WHEREAS, The Manufacturing sector in Door County has the second highest earnings per worker of \$62,639 after the Utilities sector (29 employees); and

WHEREAS, The Manufacturing sector of Door County contributes 21% to the County's Gross Regional Product (GRP) which is the highest of all sectors in Door County; and

WHEREAS, updated national job multiplier data indicates that one manufacturing job supports seven additional jobs; and

WHEREAS, The Manufacturing sector has historically been an integral and valuable component of the Door County economy yet not fully celebrated for its contributions to the economy and job opportunities it has provided the citizens of Door County and the City of Sturgeon Bay.

NOW, THEREFORE BE IT RESOLVED;

- *The Governing Bodies of the County of Door and the City of Sturgeon Bay, Wisconsin formally acknowledge and celebrate the economic contributions of the Manufacturing sector in Door County.*
- *The Governing Bodies of the County of Door and the City of Sturgeon Bay, Wisconsin declare Friday, October 2, 2020 as Manufacturer's Day in recognition of the value and economic contributions to the local economy.*

David Lienau, Chairperson
Door County Board of Supervisors

David Ward, Mayor
City of Sturgeon Bay

CERTIFICATION:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of September, 2020, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

CERTIFICATION:

I, Stephanie L. Reinhardt, Clerk of Sturgeon Bay, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 15th day of September, 2020, by the Sturgeon Bay City Council.

Stephanie L. Reinhardt
City Clerk, Sturgeon Bay



DOOR COUNTY

Resolution No. 2020-73

RENEWAL AND REVISION OF WISCONSIN BAY WORKFORCE DEVELOPMENT AREA CONSORTIUM AGREEMENT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BULTMAN			
CHOMEAU			
COUNARD			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GAUGER			
GUNNLAUGSSON			
HEIM PETER			
KOHOUT			
LIENAU			
LUNDAHL			
NORTON			
ROBILLARD			
TAUSCHER			
THAYSE			
VIRLEE			
VLIES WOTACHEK			
VOGEL			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st _____ Defeated

2nd _____

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: The changes in the agreement are as stated in Addendum A. No other fiscal implication. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of September, 2020 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

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WHEREAS, §66.0301 Wis. Stats. authorizes cooperation between counties for "...the joint exercise of any power or duty required or authorized by law..." and

WHEREAS, The initial *Consortium Agreement* was entered into in 2012, was renewed and revised in 2016, and is to be renewed every five (5) years unless the participating counties choose to terminate; and

WHEREAS, Door County deems it appropriate to renew and revise the *Consortium Agreement*, as reflected by the proposed *Wisconsin Bay Area Workforce Development Area Consortium Agreement* (See: Addendum A, attached hereto and incorporated by reference herein as if fully set forth).

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby approves, subject to Corporation Counsel's review and concurrence, the proposed *Wisconsin Bay Area Workforce Development Area Consortium Agreement*

BE IT FURTHER RESOLVED, That the Door County Board Chairperson is hereby authorized to execute the *Wisconsin Bay Area Workforce Development Area Consortium Agreement* on behalf of Door County.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

_____ David Lienau, Chairperson	_____ Joel Gunnlaugsson
_____ Susan Kohout	_____ Nancy Robillard
_____ Daniel Austad	_____ Richard Virlee
_____ Ken Fisher	



**CHIEF ELECTED OFFICIALS (CEO) CONSORTIUM AGREEMENT
BETWEEN THE COUNTIES OF THE WISCONSIN
BAY WORKFORCE DEVELOPMENT AREA**

**Initiated October 1, 2012, Amended May 19, 2016
Submitted for County Renewal 6-11-2020**

This Chief Elected Officials (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area, was made and entered into on October 1, 2012, **submitted for county renewal June 11, 2020**, and amended pursuant to Public Law, by and between the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

RECITALS

WHEREAS, the Congress of the United States adopted Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) enacted July 22, 2014, authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core career services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility, and improve youth programs; and

WHEREAS, under WIOA §106 (b), the Wisconsin Governor (“Governor”) has designated eleven (11) Workforce Development Areas (“WDAs”) within the State to administer the provisions of the WIOA; and

WHEREAS, the WDA, designated by the Governor, for the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, “Counties;” individually, “County”) is the Wisconsin Bay Workforce Development Area (“Bay WDA”); and

WHEREAS, the WIOA, as well as *Wisconsin Statute* §66.0301, provides counties within a WDA the authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIOA; and

WHEREAS, in accordance therewith, the Board of Supervisors for each county in the Bay WDA adopted resolutions authorizing their respective Chief Local Elected Official (“CLEO”) to enter into this Chief Elected Official (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area (“Agreement”), for the purpose of carrying out WIOA §107.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective CEOs, do hereby agree as follows:

AGREEMENT
SECTION I – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply to the following terms/acronyms:

- A. “County Consortium” – shall refer to the eleven (11) counties of the Bay WDA that, through their respective Chief Elected Officials (CEOs), have constituted themselves to be a Consortium per *Wisconsin Statutes* §66.0301.
- B. “Local Elected Officials Board / Workforce Development Board (WDB) Joint Agreement” (“Joint Agreement”) – shall refer to that agreement entered into between the LEO Board and the, pursuant to WIOA §107 and §121, for purposes of memorializing their respective partnership obligations thereunder.
- C. Chief Elected Official (“CEO”) – shall refer to the County Executive of the counties that have an office of County Executive under *Wisconsin Statutes* Chapter 59, and shall refer to the Board Chair of those counties that do not have an office of County Executive thereunder.
- D. Consortium Chief Local Elected Official (“CLEO”) – shall refer to that Local Elected Official (LEO) selected by the LEO Board per its duly enacted “Local Elected Officials Bylaws of the Consortium” (“LEO Bylaws”) to serve as the Chair of the LEO Board under WIOA. The CLEO selected hereunder must be an elected official of the County.
- E. “Designee” – shall refer to that individual designated by his/her CEO under applicable LEO Bylaws to serve, in place of said CEO, as one of the eleven (11) LEO Board members; **provided that he/she is an elected official of his/her respective County.**
- F. “LEO Board” – shall refer to the eleven-member board of commissioners appointed to act as the Bay WDA’s County Consortium governing unit and legal representatives, the membership of which shall:
1. Consist of each County’s CEO or Designee; and
 2. Shall be maintained in accordance with the governing LEO Bylaws, as may be amended from time to time.
- G. “Workforce Development Board” (“WDB”) – shall refer to the entity appointed by the LEO Board, pursuant to WIOA §107, to provide in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIOA programs, services, and activities in the WDA.
- H. “Local Plan” – shall refer to the 4-year comprehensive Local Plan developed by the WDB in partnership with the LEO Board in a manner consistent with the State plan, as well as WIOA §108.
- I. “Memorandum of Understanding” (“MOU”) – shall refer to the agreement pursuant to WIOA §121 (c), developed by the WDB and approved by the LEO Board, entered into between the WDB and respective One-Stop Partners in regards to the WDA’s One-Stop Delivery System.
- J. “One-Stop Delivery System” (“OSDS”) – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the WDB and the LEO Board, at not less than one physical center in each WDA, the services described within WIOA §121 (e).

- K. “Workforce Investment System” – shall refer to the statewide system developed with WIOA funds, to provide WIOA programs, services, and activities through a One-Stop Delivery System (OSDS).

AGREEMENT

SECTION II – ESTABLISHMENT OF THE CONSORTIUM.

- A. Pursuant to *Wisconsin Statute* §66.0301, the Counties of the Bay WDA – Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan, through their respective CEOs, do hereby constitute themselves to be the Bay Workforce Development Area Chief Elected Official (CEO) Consortium (“Consortium”) for purposes of WIOA §107.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties so long as notice, in the manner set forth in the governing LEO Bylaws, is provided to each County in advance, and the related petition complies with governing law.
- C. The Counties may terminate this Agreement in the event that expected or actual funding from the State or Federal governments, or other sources, is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible, effective only upon advance notice of termination with receipt acknowledged by each County and the Governor.
- D. The Consortium may be dissolved, and this Agreement rescinded; provided that consent from all County Board Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDA’s WDB and the LEO Board fails to agree upon the development and/or submission of the Local Plan created pursuant to WIOA, and/or the choice of a grant recipient or sub-grant recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under WIOA §106, thereby terminating this Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination, or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.

AGREEMENT

SECTION III – GOVERNANCE/ORGANIZATION OF THE CONSORTIUM

- A. The Consortium shall exercise those powers granted to CEOs under WIOA through its governing unit and legal representative, the LEO Board – an eleven (11) member board of commissioners whose membership must consist of each County’s CEO or Designee, **who must be an elected official of the same county** and shall be maintained consistent with the governing LEO Bylaws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its bylaws, the LEO Board shall elect from its membership a Chair, a Vice-Chair, and such other officers as may be provided for therein. and any vacancies hereunder shall be filled by election, in accordance with the applicable bylaws, for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the LEO Bylaws, and unless stated otherwise, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (CLEO), his/her term of which shall be specified within the LEO Bylaws, for purposes of WIOA §107; shall execute all documents and contracts as authorized by the LEO Board; shall appoint a staff person of one of the Counties or the administrative entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to WIOA.
- D. Along with any other appointments set forth in the LEO Bylaws or Joint Agreement, and so long as consistent therewith, the LEO Board, subject to Governor certification under WIOA §106, shall appoint a WDB to set policy for the Workforce Investment System in the WDA, the minimal composition of which must include:
1. A majority of representatives who are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority, who represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the WDA, and are appointed from among individuals nominated by local business organizations and business trade associations;
 2. Not less than 20 percent of representatives of the workforce within the local area who shall include representatives of labor organizations nominated by local labor federations; and a representative who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program.
- In addition, representatives in this category may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve Veterans or that provide or support competitive integrated employment for individuals with disabilities; and organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.
3. Representatives of entities administering education and training activities in the local area, who shall include a representative of eligible providers administering adult education and

literacy activities under Title II; a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

4. Representatives of governmental and economic and community development entities serving the WDA, who shall include a representative of economic and community development entities; a representative from the State employment service office under the Wagner-Peysner Act serving the WDA; a representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the WDA; and may include representatives of agencies or entities administering programs serving the WDA relating to transportation, housing, and public assistance; and may include representatives of philanthropic organizations serving the WDA.
 5. May include other individuals or representatives of entities as the Chief Elected Official may determine to be appropriate. If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended, pursuant to WIOA §107 (c) (1) (B) (ii). The WDB duly appointed by the LEO Board, pursuant to WIOA §107, shall be known as the Bay Area Workforce Development Board (“Bay Area WDB” or herein, “WDB”).
- E. When WDB vacancies occur, the LEO Board will solicit nominations from appropriate business, education, state, and community organizations throughout the region to fill workforce development area Board vacancies. All LEO Board members may submit such nominations. The WDA Administrative Entity will carry out the required process for accepting nominations and properly record all such nominations for the LEO Board.
- F. Unless specifically designated otherwise in the Bylaws or Joint Agreement, and so long as is consistent therewith, the LEO Board shall serve as the Local Grant Recipient (“Grant Recipient”) for WIOA grant funds allocated to the WDA, and shall be liable in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the Bylaws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient (“Sub-Recipient”) for WIOA grant funds allocated to the WDA. Unless, and until such time that the Bylaws and Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the WDA shall be the WDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIOA grant funds.
- G. There shall be established, as a subgroup of the WDB, a Youth Standing Committee whose membership shall be appointed, in cooperation with the LEO Board, by the WDB, and shall assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth [Sec. 107 (b)(4)(ii)]. The Youth Standing Committee shall:
1. Coordinate area-wide youth services;
 2. Assist with planning

3. Oversee operational programs related to youth services
4. Design and build comprehensive youth services at the local level
5. Identify gaps in services and develop a strategy to use competitive selections or community partnerships to address the unmet needs of youth
6. Coordinate youth policy
7. Ensure quality services
8. Leverage financial and programmatic resources
9. Recommend eligible youth service providers

The Youth Standing Committee shall be chaired by a member of the WDB and include members of community-based organizations with a demonstrated record of success in serving eligible youth, and may include other individuals with appropriate expertise and experience, parents, participants, and youth, as well as program representatives from:

- i. Education and Training
- ii. Vocational Rehabilitation
- iii. Health and Mental Health
- iv. Housing and Public Assistance
- v. Justice, including juvenile justice
- vi. Philanthropy
- vii. Economic and Community Development
- viii. Employers

H. To receive funding under WIOA §128, a One-Stop Delivery System (“OSDS”) shall be established, through WDB designation provided that it is consistent with WIOA §107 and §121, and approved by the LEO Board of a One-Stop Operator, that, at a minimum and in a manner consistent with WIOA §121 (d), shall make the following programs, services, and activities accessible at not less than one physical center within the WDA:

1. Provide the career services described in WIOA §134 (c) (2);
2. Provide access to training services as described in WIOA §134 (c) (3), including serving as the point of access to training services for participants in accordance with WIOA §134 (c) (3) (G);
3. Provide access to the employment and training activities carried out under WIOA §134 (d), if any;
4. Provide access to programs and activities carried out by One-Stop Partners described in subsection (b);
5. Provide access to the data, information, and analysis described in §15 (a) of the Wagner-Peyser Act [29 U.S.C. 491-2 (a)] and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner–Peyser Act (29 U.S.C. 49 et seq.).

AGREEMENT

SECTION IV – ADMINISTRATION OF THE CONSORTIUM

As the Consortium’s governing unit, the LEO Board shall exercise ongoing oversight of WDB activities; maintain an ongoing relationship with the WDB; and work in tandem with the WDB for purposes of carrying out WIOA programs, services, and activities. However, unless provided otherwise by WIOA or herein, the details of how the LEO Board and the WDB will work together to accomplish the same, shall be negotiated and contained in an Agreement consistent with WIOA §107 and §116. The aforementioned Agreement, entered into in a manner consistent herewith, is the Local Elected Officials Board / Bay Area Workforce Development Board Joint Agreement (“Joint Agreement”), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively, or in cooperation with the WDB, must comply with the following WIOA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under WIOA §106;
- B. In partnership with the WDB, the LEO Board shall develop, approve, and submit to the Governor, a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as WIOA §108, including, at a minimum, the following therein:
 1. A description of the strategic planning elements consisting of—
 - a. An analysis of the regional economic conditions including—
 - (i) existing and emerging in-demand industry sectors and occupations; and
 - (ii) the employment needs of employers in those industry sectors and occupations;
 - b. An analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations;
 - c. An analysis of the workforce in the region, including current labor force employment (and unemployment) data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment;

- d. An analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of employers in the region;
 - e. A description of the WDB's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures based on primary indicators of performance described in WIOA §116 (b)(2)(A) in order to support regional economic growth and economic self-sufficiency; and
 - f. Taking into account analyses described in subparagraphs (a) through (d), a strategy to work with the entities that carry out the core programs to align resources available to the local area, to achieve the strategic vision and goals described in subparagraph (e);
2. A description of the workforce development system in the local area that identifies the programs that are included in that system and how the WDB will work with the entities carrying out core programs and other workforce development programs to support alignment to provide services, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the State plan under §102 (b) (1) (E);
 3. A description of how the WDB, working with the entities carrying out core programs, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to a recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable);
 4. A description of the strategies and services that will be used in the local area—
 - a. in order to—
 - i. facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
 - ii. support a local workforce development system that meets the needs of businesses in the local area;
 - iii. better coordinate workforce development programs and economic development;
 - iv. strengthen linkages between the OSDS and unemployment insurance programs; and

11. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area;
12. A description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the local area through the OSDS, to improve service delivery and avoid duplication of services;
13. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B) (i) of §107 (d) (11) and §232, the review of local applications submitted under Title II;
14. A description of the replicated cooperative agreements [as defined in §107 (d) (11)] between the local board or other local entities described in §101 (a) (11) (B) of the Rehabilitation Act of 1973 [29 U.S.C. 721 (a) (11) (B)] and the local office of a designated State agency or designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 720 et seq.) (other than §112 or Part C of that title (29 U.S.C. 732, 741) and subject to §121 (f) in accordance with §101 (a) (11) of such Act [29 U.S.C. 721 (a) (11)] with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;
15. An identification of the entity responsible for the disbursement of grant funds described in §107 (d) (12) (B) (i) (III), as determined by the Chief Elected Official or the Governor under §107(d)(12)(B)(i);
16. A description of the competitive process to be used to award the sub grants and contracts in the local area for activities carried out under this title;
17. A description of the local levels of performance negotiated with the Governor and Chief Elected Official pursuant to §116 (c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under Subtitle B, and the OSDS, in the local area;
18. A description of the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State board pursuant to §101 (d) (6);
19. A description of how training services under Chapter 3 of Subtitle B will be provided in accordance with §134 (c) (3) (G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided;

20. A description of the process used by the local board, consistent with subsection (d), to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the local plan, prior to submission of the plan;
21. A description of how One-Stop Centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by One-Stop Partners; and;
22. Such other information as the Governor may require.

The LEO Board/WDB Local Plan, developed to be submitted to the Governor for approval under WIOA §108, the approval of which when duly obtained thereunder, will be the Wisconsin Bay Workforce Development Area WIOA Local Plan 2016 (“Local Plan”).

- C. The LEO Board shall review and approve the budget developed by the WDB for the purpose of carrying out its duties as a WDA in accordance with WIOA §107 (“Budget”).
- D. In cooperation with the WDB, the LEO Board, as Grant Recipient, shall disburse funds, pursuant to WIOA §107, for workforce investment activities at the direction of the WDB; provided that said direction does not violate any provision of WIOA.
- E. Consistent with WIOA §121 (d), the LEO Board shall approve the WDB’s designation or certification of One-Stop Operators.

In addition, the LEO Board shall approve any request by the WDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the WDB, as well as any of its staff employed under WIOA §107, shall not serve as the One-Stop Operator for the WDA.

- F. Consistent with WIOA §121 (c), the LEO Board shall review and approve any Memorandum of Understanding (“MOU”) entered into between the WDB and the One Stop Partners concerning the operation of the OSDS within the WDA, the MOU of which, at a minimum, consists of the following provisions:
 1. The services to be provided through the OSDS consistent with the requirements of WIOA §121, including the manner in which the services will be coordinated and delivered through such system;
 2. How the costs of such services and the operating costs of such system will be funded, including—
 - a. Funding through cash and in-kind contributions (fairly evaluated), which contributions may include funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing OSDS operations;
 - b. Funding of the infrastructure costs of One-Stop Centers in accordance with WIOA §121(h);

3. Methods of referral of individuals between the One-Stop Operator and the One-Stop Partners for appropriate services and activities;
 4. Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the OSDS; and
 5. The duration of the memorandum of understanding and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services; and
 6. Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.
- G. The LEO Board shall work with the WDB to conduct the oversight mandated by WIOA §107 (d) (8), with respect to local programs of youth activities authorized under of the WIOA §129, local employment and training activities authorized under WIOA §134, and the OSDS within the WDA, consistent with WIOA, as well as the Bylaws and Joint Agreement entered into thereunder.

AGREEMENT

SECTION V - FISCAL MANAGEMENT; LIABILITY; MISUSE OF GRANT FUNDS

A. Fiscal Management.

Unless designated otherwise in the Bylaws, Joint Agreement or herein, and so long as said designation is consistent with the WIOA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the WDA under of the WIOA §128 and §133. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIOA funds granted hereunder.

In addition and notwithstanding its designation of the WDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder:

1. The LEO Board shall continuously monitor, and shall require the WDB to continuously monitor, WIOA grant-supported activities in accordance with Office of Management and Budget **Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”)** as implemented in December 2014.

2. Code of Federal Regulations Part 200 (as amended 2014), including the Department of Labor exceptions codified at 2 CFR 200.102 as applicable and as amended from time to time, referenced within WIOA §184; and shall require the WDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIOA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the WDB and/or Sub-Recipient:
 - a. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
 - b. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
 - c. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with regular reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board.;
3. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIOA; and
4. That regardless of whether it remains the Sub-Recipient, the WDB will establish and maintain bylaws consistent with the WIOA, as well as the Bylaws and a Joint Agreement to ensure the efficient administration and management of its WIOA programs, services and activities that, at a minimum, indicate how the BAWDB will:
 - a. Identify, consistent with WIOA §123, eligible providers of youth activities in the WDA by awarding grants or contracts on a competitive basis.
 - b. Identify, consistent with WIOA §122, , eligible providers of training services within the WDA;
 - c. As applicable, under WIOA §134, will identify eligible providers of intensive services within the Bay WDA by awarding contracts;
 - d. Assist the Governor in developing the statewide employment statistics system. as referenced within WIOA §107 (d) (1);
 - e. Coordinate the workforce investment activities authorized under WIOA and carried out in the WDA with economic strategies, and develop other employer linkages with such activities;

- f. Promote the participation of private sector employers in the State’s workforce system and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the WDA or through other organizations, to assist such employers in meeting hiring needs;
- g. Make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
- h. Not, absent receipt of a Governor waiver, itself, provide the training services described within WIOA §134
- i. Not allow its members to vote on a matter under BAWDB consideration that:
 - i. relates to the provision of services by said members or an entity represented by said members;
 - ii. would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
- j. Solicit and accept grants and donations from sources other than Federal funding that is made available under WIOA; and
- k. Employ the staff deemed necessary to administer and disburse funds for the applicable WIOA programs, services and activities and handle issues relating to grievances, nepotism, Maintenance of Effort, and additional Conflicts of Interest or Ethical Obligations not already addressed herein.

In the event that the WDB’s current Bylaws entitled “Bylaws of the Bay Area Workforce Development Board” (“Board Bylaws”), or any duly enacted amendments thereto, conflict with the LEO Board Bylaws or Joint Agreement, the LEO Board Bylaws and Joint Agreement shall prevail so long as consistent with the WIOA.

B. Liability Management.

To further manage the LEO Board’s exposure in the event of misused WIOA grant funds allocated to the WDA, the LEO Board shall adhere, and, where applicable, shall require the WDB and/or any of its providers to adhere, to the following guidelines:

1. That WIOA programs, services, and activities in the WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIOA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
3. That the WDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from:
 - a. The wrongful, intentional, or negligent acts or omissions of the WDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or
 - b. The breach by the WDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the Bylaws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with WIOA and as amended from time to time;
4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
5. That to the extent permitted by law, WDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the WDB and/or the Sub-Recipient.

C. Misuse of Grant Funds.

In the case of any misuse of grant funds allocated under WIOA to the Bay Workforce Development Area, liability shall be assigned as follows:

1. The Fox Valley Workforce Development Area.

Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Bay Workforce Development Area County Consortium. Outagamie County understands and agrees that the Bay WDA LEO Board, its Consortium and its Counties are not, and should not be, held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the Bay WDA's LEO Board, its Consortium, and its Counties from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, that the Bay WDA's LEO Board, its Consortium and its counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to:

- a. Outagamie County's participation in the Fox Valley Consortium;
 - b. The acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or
 - c. Any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.
2. Misuse of Consortium Funds.

The Consortium understands that the Counties are liable for any misuse of WIOA grant funds allocated to the WDA in accordance with the requirements of **CFR Part 200, Uniform Guidance**. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

AGREEMENT

SECTION VI – ADDITIONAL PROVISIONS.

A. Term.

This Agreement shall be reviewed annually and renewed every five (5) years unless the counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA).

When a new Chief Elected Official (CEO) for a member county (as defined in Section I. C. of the Agreement) is elected, the LEO Board shall ensure that information about the county's rights and responsibilities under WIOA is provided to the new county CEO and her/his signature obtained on a copy of the Bay Area Counties Consortium Agreement.

In the event that this Agreement is terminated or not renewed, the counties agree to cooperate in transitioning programs and services consistent with WIOA, as well as the Bylaws and Joint Agreement, this Agreement and/or any other agreements or governing procedures duly enacted under WIOA (collectively "Governing Law"). If and when it is determined that this Agreement shall be terminated, the LEO Board shall take possession of all documents associated with WIOA so long as consistent with the Governing Law.

B. Acquisition and Disposal of Property.

The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under *Wisconsin Statutes* §59.06, §66.0139 and §75.35, as may be amended from time to time, as well as Governing Law.

C. Open Records/Open Meetings.

Both the LEO Board and the WDB shall conduct business openly and in accordance with Wisconsin's Open Records provisions set forth in *Wisconsin Statutes* Chapter 19, including but not limited to the following:

1. That all actions taken by the LEO Board or the WDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their respective Bylaws;
2. That duly noticed closed sessions of the LEO Board or the WDB shall not allow for LEO Board members to be excluded from WDB closed session meetings, nor shall it allow for WDB members to be excluded from LEO Board closed session meetings, when the issue under discussion in said closed session relates to WIOA programs, services and activities, the Local Plan, budget, or staff members employed in accordance with WIOA;
3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin's Open Records provisions;
4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin's Open Records provisions; and
5. That the record custodian referenced within Wisconsin's Open Records provisions be designated within the respective bylaws and posted for the public in accordance therewith.

D. Applicable Law.

This Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. Roberts Rules of Order (Newly Revised) shall govern the procedures of the Consortium insofar as they do not conflict with WIOA or the Governing Laws.

E. Amendments to the Bylaws.

The LEO Board may adopt operational and procedural bylaws consistent with WIOA State/Local Plans, and Joint Agreement. Any amendments to the current Bylaws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

F. Impact of Legislative Changes.

Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

G. Conduct of the LEO Board and the WDB.

Members of the LEO Board and the WDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:

1. That all members, as well as staff, of the LEO Board and the WDB comply with any and all applicable Federal or State Laws, including *Wisconsin Statutes* Chapter 946, governing the conduct of public officials;
2. That all members, as well as staff of the LEO Board and the WDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
3. That no member of the LEO Board or the WDB shall cast a vote on any provision of services by said member, or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;
4. That, annually, each member of the LEO Board and the WDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by WIOA;
5. That the LEO Board and the WDB shall not discriminate against any person contrary to WIOA §188, as well as Federal, State and local laws.

H. This Agreement shall be effective when executed by the authorized official of each County of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing Bylaws.

IN WITNESS WHEREOF, the Parties hereto have caused this Chief Elected Officials Consortium Agreement, as amended May 19, 2016, to be executed by the County Executive of the counties having an Office of the County Executive or by the Chairperson of the County Board of Supervisors of the counties without an Office of County Executive, or that respective county CEO's Designee to the Bay WDA's LEO Board.

As required in Section VI. A. of this Agreement, each of the Bay WDA counties will renew ratification of this Agreement as amended June 11, 2020 by county board or county CEO action by January 1, 2021.

**The Chief Elected Official (CEO) Consortium Agreement was adopted on October 1, 2012,
And amended May 19, 2016.**

June 11, 2020,	Agreement amendment and renewal proposed (Amended: Sec. I.E., Sec. III.A., Sec. V.A.1., Sec. V.A.2., Sec. V.C.2., Sec. VI.A.)
May 19, 2016	Amended: Section III (E)(F)(G)(H)
February 11, 2016	Amended: For WIOA
October 1, 2012	Adopted



**LOCAL ELECTED OFFICIALS BOARD
 BYLAWS**

**Adopted May 9, 2013
 Amended February 11, 2016
 Amended June 11, 2020**

PREMBLE

WHEREAS, the Workforce Development Area (“WDA”), designated by the Governor, for the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, “Counties;” individually, “County”) is the Wisconsin Bay Workforce Development Area (“Bay WDA”); and

WHEREAS, by and through, Chief Elected Officials Consortium Agreement, the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan have been duly constituted as the Bay Workforce Development Area’s County Consortium (hereinafter, "Consortium"); and

WHEREAS, in accordance therewith, the Board of Supervisors for each County in the Bay WDA adopted Resolutions authorizing their respective Chief Local Elected Official (“CLEO”) to enter into this Chief Elected Official (CEO) Consortium Agreement Between the Counties of Bay Workforce Development Area in Wisconsin;

WHEREAS, the Chief Elected Officials Consortium Agreement (hereinafter, “Consortium Agreement”), authorizes the Bay Area WDA Local Elected Officials Board (hereinafter, “LEO Board”) to adopt Bylaws for its internal governance and external dealings; and

NOW, THEREFORE, the LEO Board does hereby adopt the following Bylaws.

DEFINITIONS

Chief Elected Official (CEO) shall refer to the County Executive of the counties that have an office of County Executive under *Wisconsin Statutes* Chapter 59, and shall refer to the Board Chair of those counties that do not have an office of County Executive thereunder. The CEO is the primary spokesperson in each county for WIOA affairs. The CEO either serves on the Local Elected Officials (LEO) Board or appoints a Designee. The Designee can be an elected official of his/her respective county; or a special non-elected representative of the CEO

Local Elected Official (LEO) is the county representative on the Bay WDA’s LEO Board. The County representative must be an elected official of the county she/he represents.

Chief Local Elected Official (CLEO) is the LEO Board member elected to serve as Chair of the LEO Board. The CLEO presides at LEO Board meetings, signs official documents for the Consortium, and serves as a member of the Wisconsin Workforce Development Association (WWDA).

ARTICLE I - GOVERNANCE

A. Consortium

1. The Consortium shall be governed by the Local Elected Officials Board (hereinafter, “LEO Board”).
2. The County Executive shall be the Chief Elected Official (hereinafter, “CEO”) of any county having an elected County Executive. In all other counties, the County Board Chairperson will be the CEO.
3. A CEO may designate another individual (hereinafter “Designee”), to serve on the LEO Board *provided* that any such designee must be an elected official of the county represented. All such designations must be in writing and filed with the LEO Board Administrative Entity.
4. The Designee shall serve a term concurrent with the elected term that of the CEO who made the designation. Should a vacancy occur in the CEO’s elective county office, the Designee will continue to serve for the residue of the unexpired term or until the vacant elective county office is filled, whichever occurs first.
5. No alternative for the CEO in each county, other than the Designee appointed for the respective counties, shall be permitted as members of the LEO Board.

B. Officers

1. Biennially (at the first meeting after the local elections in April) the LEO Board shall, by majority vote of a quorum, select from its membership a Chairperson and a Vice Chairperson to serve for a term of two years or until a successor is elected. Vacancies occurring in the office of Chairperson or Vice Chairperson shall be filled by the LEO Board in the same manner for the remainder of the unexpired term.
2. The Chairperson shall appoint a LEO Board Clerk from the staff of the Local Grant Sub-Recipient or from one of the Consortium member counties.
3. The Chairperson shall:
 - a. Preside over the meetings of the LEO Board;
 - b. Appoint, subject to confirmation by the LEO Board, members of any committee created by the LEO Board; and appoint representatives to joint committees with the Workforce Development Board or other local and state committees.
 - c. Be responsible for the management of the affairs of the LEO Board and serve as the Consortium Chief Local Elected Official (CLEO) under Public Lab 113-128: the Workforce Innovation and Opportunity Act (WIOA) §107(c).
 - d. Sign all documents and contracts as authorized by the LEO Board.

4. The Vice Chairperson shall perform the duties of the Chairperson when the Chairperson is not present, is unwilling or unable, for any reason, to perform the duties of the Chairperson.
5. The Chairperson and/or Vice Chairperson, may be removed from that position at any time by a two-thirds vote of the LEO Board.
6. The appointed Board Clerk shall be responsible for the taking, recording, duplicating, distribution, and filing of all agendas, minutes, public notices, and other official documents of the LEO Board. The Board Clerk shall be responsible for keeping on file all official Consortium public records and correspondence of the LEO Board and its members, and making these available upon request.

C. Committees

1. The LEO Board may create additional committees (i.e., standing and ad hoc committees), designate duties, determine membership, and appoint members or authorize the LEO Board Chairperson to appoint members.
2. The LEO Board may create such joint committees with the WDB as are needed to effectively administer the provisions of Public Law. 113-128 (WIOA).
3. All committees and committee appointees shall report and be accountable to the LEO Board.

D. Powers of the LEO Board

The LEO Board shall exercise those powers granted to the Local Elected Officials in a consortium of local units of government under Public Law 113-128 (WIOA), including, but not limited to:

1. Request for designation or redesignation as a Workforce Development Area by the Governor in accordance with WIOA §106.
2. Appointment of the Workforce Development Board (hereinafter "WDB") membership in accordance with the criteria established by the Governor in partnership with the State Board under WIOA §107(b)(2) and any applicable agreements.
3. Enter into planning and operations procedural agreements with the WDB to meet the requirements under WIOA §106, §107, and §121 including:
 - a. Regional Planning - WIOA §106(c)
 - b. Developing and submitting the Local Plan - WIOA §107(d)(1)
 - c. Program oversight - WIOA §107(d)(8))
 - d. Negotiation of local performance accountability measures – WIOA §107(d)(9)
 - e. Selection of Operators and Providers – WIOA§ 107(d)(10)
 - f. Developing a budget for the local workforce board – WIOA §107(d)(12)
 - g. Budget Administration – WIOA §107(d)(12)
 - h. Creation of Memoranda of Understanding (MOU) with one-stop partners – WIOA §121(a)

4. Serve as the local grant recipient for, and be liable for the misuse of WIOA grant funds allocated to the local area and designate an entity to serve as a local grant sub-recipient/fiscal agent.
5. Joint WDB/LEO Board approval of the Local Plan and any subsequent amendments in accordance with WIOA §108.
6. Review and approval of the budget for the administration of programs consistent with the approved Local Plan and make recommendations to the WDB.
7. Regularly review the activity of the WDB to ensure members' participation and effectiveness as the local workforce board.
8. Exercise such other powers and establish such policies under WIOA as may be necessary and proper in order to carry out the foregoing powers.

ARTICLE II - PROCEDURAL RULES

A. Rules of Order

Roberts Rules of Order Newly Revised shall govern the proceedings of the LEO Board insofar as they do not conflict with applicable law, administrative rules, or these Bylaws.

B. Quorum

A quorum shall consist of a majority of the LEO Board members duly representing member counties.

C. Agreements, Plans, and Budgets

All Agreements, Job Training Plans, and Budgets for the administration of programs under Public Law 113-128 (WIOA) requiring LEO Board approval, and any amendments thereto, shall be approved by a 2/3 vote of the members present at a meeting of a quorum of the LEO Board prior to execution by the LEO Board Chairperson.

D. Meetings

Meetings shall be established by the LEO Board at least four times annually, or may be called by the LEO Board Chairperson as deemed necessary. All meetings shall conform to the *Wisconsin State Statutes* Chapter 19: Wisconsin's Open Meetings Law. Electronic meetings using telephone or video media will be permitted at the discretion of the LEO Board Chair (CLEO). Members participating by electronic means are eligible to vote on board matters.

E. Bay Area WDB Membership Appointments

1. All regular appointments to WDB membership shall be made by the LEO Board for three year terms after regional solicitation for nominations in accord with any LEO Board approved Plan of Representation and Public Law 113-128 (WIOA). WDB members must be reappointed to a new three-year term at the end of their three-year terms. There are no limits to the number of terms to which a WDB member may be reappointed by the LEO Board.

2. All appointments to fill vacancies on the WDB shall be made by the LEO Board for the remainder of the unexpired term in order to maintain the balance of reappointing one-third of the WDB members each year.
3. It is the responsibility of the LEO Board designated Board Clerk to notify the LEO Board of WDB resignations and vacancies at least quarterly.
4. The LEO Board will annually review the WDB roster for industry sector, business size, geographical, and other relevant categories to ensure balanced representation of the WDA, and develop a plan to address any areas of underrepresentation.
5. Resumes solicited from persons interested in serving on the WDB shall be valid for consideration for a period of one year and discarded thereafter. Nominees must reside and work within the counties that comprise the WDA, but the LEO Board reserves the right to waive one of these requirements. If a WDB vacancy occurs within one year of solicitation for candidate resumes, the LEO Board may select from the nominated candidates without further solicitation, providing the candidate(s) meet the requirement of the Plan of Representation and Public Law. 113-128 (WIOA).
6. All WDB appointments shall require the approval by the recorded vote of a majority of the quorum at a LEO Board meeting.

E. Public Records

All records of the LEO Board shall be kept at the WDA office of the Administrative Entity, and in the custody of the Director. The Director shall be responsible for record retention and ensuring that records are available for inspection and disclosure if and as required by state and federal law.

G. Voting

1. All LEO Board members shall annually fill out and sign a Declaration of Affiliations statement indicating potential conflicts of interest to be kept on file with the Administrative Entity.
2. LEO Board members with a conflict of interest should abstain from voting on any matter in which they or family members have a fiduciary interest.
3. A recorded vote shall be taken by Roll Call at the request of any member upon any questions before the LEO Board.

ARTICLE III - RISK MANAGEMENT / LEGAL

A. Legal

It is understood that Corporation Counsel of the member counties may not provide legal advice to or represent the Consortium. The LEO Board may, when the need for legal counsel arises, retain the services of outside counsel to represent the Consortium.

B. Insurance

The LEO Board shall establish the minimum insurance coverage limits; solicit quotes for, obtain, and maintain comprehensive general liability insurance, professional liability (errors and omissions), motor vehicle insurance, and (if and as required by Wisconsin) workers' compensation insurance coverage for the Consortium.

ARTICLE IV - AMENDMENTS TO BYLAWS

A. Amendments

Amendments may be proposed to the LEO Board in writing by any member and upon introduction, shall be referred to a subsequent LEO Board meeting. Adoption shall require approval by the recorded vote of a two-thirds vote of the entire membership, at a duly constituted meeting of the LEO Board.

B. Amendment Consideration

Copies of all proposed amendments shall be furnished to each member at least ten (10) days prior to consideration by the LEO Board.

ARTICLE V - WITHDRAWAL / NEW MEMBER

A. Consortium Withdrawal

Any member county shall have the right to withdraw from the Consortium after providing at least 90 days written notification to the Consortium and in accordance with the provisions of Public Law 113-128 (WIOA).

B. Consortium Membership

A Wisconsin county may petition the Consortium for membership provided that such county is eligible to be part of the Bay Area WDA, and in accordance with the provisions of Public Law 113-128 (WIOA).

ARTICLE VI - RATIFICATION

These Bylaws shall be effective May 9, 2013, upon adoption by a recorded vote of two-thirds of the entire membership, at a duly constituted meeting of the Bay Workforce Development Area's LEO Board called for such purpose. These Bylaws shall supersede and repeal previous Bylaws of the Bay WDB LEO Board.

**The Local Elected Officials (LEO) Board Bylaws were adopted on May 9, 2013,
Amended and approved on February 11, 2016.
Amended and Approved on June 11, 2020.**



DOOR COUNTY

Resolution No. 2020-74

APPROVAL OF LEASE AGREEMENTS WITH PITNEY BOWES FOR POSTAGE MACHINES

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BULTMAN			
CHOMEAU			
COUNARD			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GAUGER			
GUNNLAUGSSON			
HEIM PETER			
KOHOUT			
LIENAU			
LUNDAHL			
NORTON			
ROBILLARD			
TAUSCHER			
THAYSE			
VIRLEE			
VLIES WOTACHEK			
VOGEL			

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st _____ Defeated

2nd _____

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: This proposed lease calls for monthly payments of \$589.38/month, or \$7,072.56/year. It is \$60.76/month, or \$729.12/year, less than the expiring lease. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 22nd day of September, 2020 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

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

5
6 **WHEREAS**, Pitney Bowes is offering a five (5) year Lease
7 Agreement for the postage machine at the Government Center and
8 at the Justice Center; and

9
10 **WHEREAS**, The Administrative Committee has considered and
11 approved each Lease Agreement (attached hereto as Addendum A
12 and incorporated herein by reference); and

13
14 **WHEREAS**, It is deemed advantageous and suitable for the
15 County of Door to enter into each Lease Agreement.

16
17 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
18 Board of Supervisors does hereby approve each Lease Agreement.

19
20 **BE IT FURTHER RESOLVED**, That the County Clerk's Office,
21 subject to the oversight of the Administrative Committee, shall
22 administer the Lease Agreements.
23

SUBMITTED BY:
Administrative Committee

David Lienau, Chairman

Susan Kohout

Dan Austad

Nancy Robillard

Ken Fisher

Richard Virlee

Joel Gunnlaugsson

ADDENDUM A Back-Up Information to Resolution 2020-74



NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
DOOR COUNTY GOVERNMENT CENTER COUNTY CLERK	396005686

Sold-To: Address
421 Nebraska St, Sturgeon Bay, WI, 54235-2225, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
COUNTY CLERK GOVERNMENT CENTER	9207462200	0016881992

Bill-To: Address
421 Nebraska St, Sturgeon Bay, WI, 54235-2225, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Barb Pavlik	(920) 746-2201	0016881976	bpavlik@co.door.wi.us

Ship-To: Address
421 Nebraska St, Sturgeon Bay, WI, 54235-2225, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
COUNTY CLERK GOVERNMENT CENTER	9207462200	0016881992

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APK2	SendPro P Basic Label Printer Package
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAA1	Bronze Cost Accounting for PSeries
1	M9SS	Mailstream Intellilink Services
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10" Color Touch Display

ADDENDUM A Back-Up Information to Resolution 2020-74

1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 294.69	\$ 884.07

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; 505ENT-O18-NASPOMAILEQ-03
 State/Entity's Contract#

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

ADDENDUM A Back-Up Information to Resolution 2020-74

1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 294.69	\$ 884.07

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NASPO VALUEPOINT ADSP016-169897; 505ENT-O18-NASPOMAILEQ-03
 State/Entity's Contract#

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

**REPORT TO THE DOOR COUNTY BOARD OF SUPERVISORS:
TEXT AMENDMENT TO THE DOOR COUNTY COMPREHENSIVE ZONING ORDINANCE**

1 This report is submitted pursuant to Section 59.69(5)(e), Wisconsin Statutes.
2

3 **REQUESTED:**
4

5 The Resource Planning Committee petitions to amend the Door County Comprehensive Zoning Ordinance with regard
6 to communication tower regulations.
7

8 **EXPLANATION:**
9

10 The amendment pertains to one of the exemptions from Chapter 14, Communications Support Structures and Related
11 Facilities. The amendment will exempt all towers 50 feet or less in height, regardless of the type of tower, service, or
12 user(s). This exemption will be in addition to the ordinance provision created by the county board of supervisors on
13 June 23, 2020 (effective August 3, 2020) which exempted all wireless broadband towers 120 feet or less in height.
14

15 **HEARING AND NOTICE:**
16

17 The Resource Planning Committee held a public hearing concerning this petition on September 3, 2020 at the Door
18 County Government Center, Sturgeon Bay, WI. Notice of the public hearing, notice to all county board supervisors, and
19 notice to all town clerks has been given in accordance with Chapter 59.69, Wisconsin Statutes. Proof of the giving of
20 such notice is available upon request from the Land Use Services Department.
21

22 **RECOMMENDATION:**
23

24 The Resource Planning Committee hereby recommends approval of the zoning amendment petition and the enactment
25 of Amendatory Zoning Ordinance No. 2020-08.
26

RESOURCE PLANNING COMMITTEE

David Enigl, Chair

Kenneth Fisher

Roy Englebert

Vinni Chomeau

Richard Virlee



DOOR COUNTY

**AMENDATORY ZONING ORDINANCE 2020-08
AMENDMENT TO THE TEXT OF THE DOOR COUNTY
COMPREHENSIVE ZONING ORDINANCE**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BULTMAN			
CHOMEAU			
COUNARD			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GAUGER			
GUNNLAUGSSON			
HEIM-PETER			
KOHOUT			
LIENAU			
LUNDAHL			
NORTON			
ROBILLARD			
TAUSCHER			
THAYSE			
VIRLEE			
VLIES WOTACHEK			
VOGEL			

1 The Door County Board of Supervisors, pursuant to Section 59.69(5)(e),
2 Wisconsin Statutes, does hereby amend Section 14.01(4)e. of the Door
3 County Comprehensive Zoning Ordinance to read as follows:

4
5 **All support structures 50 feet or less in height as well as ~~S~~support**
6 **structures with an overall height of 120 feet or less, with an area at the**
7 **base not greater than 9 square feet if guyed or 36 square feet if free-**
8 **standing, and which will be at least in part used (i.e., actually supports the**
9 **equipment and components, including antennas, necessary) to provide**
10 **wireless broadband service.**

11
12 *Red font indicates amended language, with the "strikethrough" feature*
13 *indicating language to be deleted and underlining indicating wording to be*
14 *added.*

15
16 Pursuant to Section 59.69(5)(e).6., Wisconsin Statutes, this ordinance shall
17 become effective upon passage.
18
19

**SUBMITTED BY:
Resource Planning Committee**

_____ David Enigl, Chair

_____ Vinni Chomeau

_____ Kenneth Fisher

_____ Richard Virlee

_____ Roy Englebert

BOARD ACTION
Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve Adopted

1st _____ Defeated

2nd _____

Yes: _____ No: _____ Exc: _____

Reviewed by:
_____, Corp. Counsel

Reviewed by:
_____, Administrator

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 22nd day of September, 2020 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: 9/22/20



DOOR COUNTY

AMENDATORY ORDINANCE 2020-09

**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:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BULTMAN			
CHOMEAU			
COUNARD			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GAUGER			
GUNNLAUGSSON			
HEIM PETER			
KOHOUT			
LIENAU			
LUNDAHL			
NORTON			
ROBILLARD			
TAUSCHER			
THAYSE			
VIRLEE			
VLIES WOTACHEK			
VOGEL			

BOARD ACTION

Vote Required: Majority Roll Call Vote of a Quorum

Motion to Approve Adopted

1st _____ Defeated

2nd _____

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of an ordinance that was enacted on the 22nd day of September, 2020 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.

1 The Town of Baileys Harbor has requested that portions of CTH EE, located within their territorial
2 boundaries, be designated as an all-terrain vehicle route and utility terrain vehicle route.
3
4 The Door County Highway & Airport Committee has considered the Town of Baileys Harbor's request
5 and recommends approval of, and amendment of Chapter 11.05 Door County Code to effectuate, the
6 same.
7
8 The Door County Board of Supervisors does hereby ordain an amendment to Chapter 11.05 Door
9 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 Nasewaupsee
 4. The following segments of County Trunk Highways in the Town of Gardner: All of CTH CC, CTH C from CTH CC to Stevenson Pier Road, CTH C from Meadowlark Lane to Lime Kiln Road, and CTH N from Fox Lane southerly to the Gardner Town Line.
 5. The portion of County Trunk DK in the Town of Brussels.
 6. The portion of CTH H from STH 42 west to Stone Road in the Town of Forestville.
 7. The portion of CTH J from Mill Road to the easterly Forestville Village Limits.
 8. CTH C from CTH SB to Stone Road, Town of Nasewaupsee
 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 Rileys Bay Road, Town of Gardner

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

Roy Englebert, Chairperson

David Englebert

Kenneth Fisher

Laura Vlies Wotachek

Joel Gunnlaugsson



EXECUTIVE ORDER #82

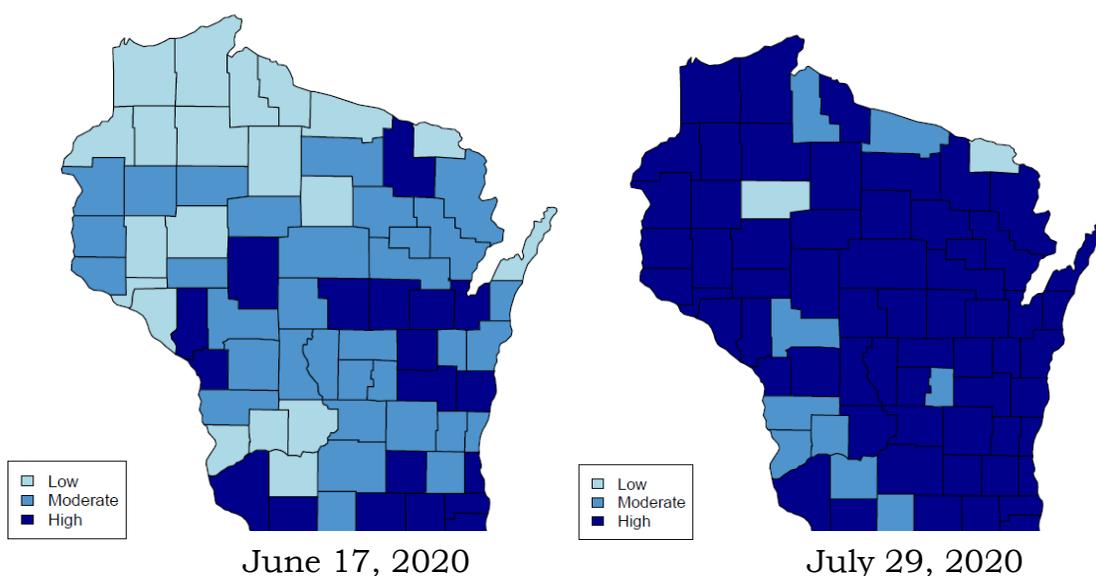
Relating to Declaring a Public Health Emergency

WHEREAS, the COVID-19 pandemic has impacted the lives of Wisconsinites throughout the state;

WHEREAS, despite the hard work Wisconsinites have done to slow the spread of COVID-19, data shows a new and concerning spike in infections;

WHEREAS, based on data collected by the Department of Health Services, the State of Wisconsin has experienced a drastic rise in COVID-19 cases throughout the entire state, with 61 of 72 counties (84 percent) representing 96 percent of the state’s population experiencing high COVID-19 activity;

WHEREAS, this is a dramatic increase from where Wisconsin was in June, when only 19 of 72 counties (26%) were experiencing high COVID-19 activity, as depicted in the maps below:

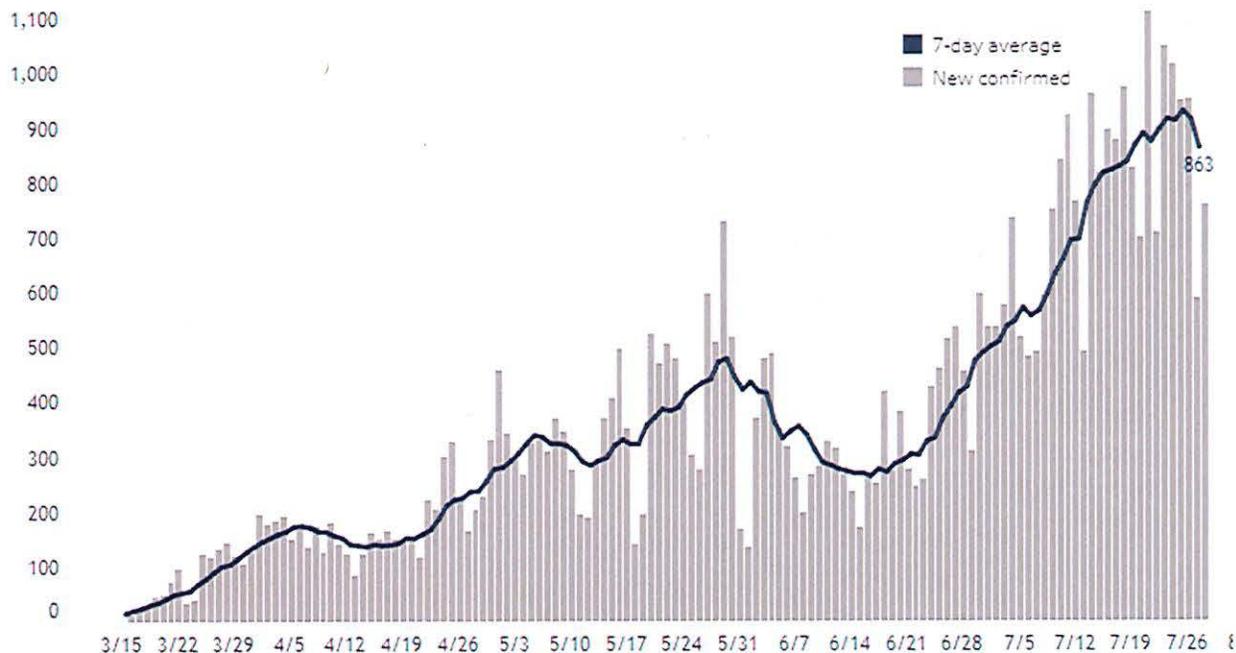


WHEREAS, on June 1, 2020, there were 18,543 confirmed cases of COVID-19 in Wisconsin; on July 1, 2020, there were 29,199 confirmed cases of COVID-19, a 57 percent increase from June 1; and on July 29, 2020, there were 51,049 confirmed cases of COVID-19, a 75 percent increase from July 1;

WHEREAS, Wisconsinites successfully “bent the curve” in May, but a [Agenda Item #14](#) drastic new spike has occurred due to the unprecedented number of new confirmed COVID-19 cases, including 43 percent of all Wisconsin COVID-19 cases occurring since July 1:

New confirmed COVID-19 cases by date confirmed, and 7-day average

Updated: 7/28/2020



WHEREAS, the average number of new confirmed cases of COVID-19 has drastically increased throughout July, with an average of 556 new cases each day between July 1-7, an average of 764 new cases each day between July 8-14 (a 37 percent increase from the previous week), an average of 890 new cases each day between July 15-21 (a 16 percent increase from the previous week), and an average of 938 new cases each day between July 22-26 (a 5 percent increase from the previous week);

WHEREAS, in a report dated July 26, 2020, the President’s COVID-19 Task Force identified Wisconsin as a “red zone” state, along with 21 other states where there is significant, uncontrolled spread of COVID-19;

WHEREAS, the federal report noted that the increasing number of cases “continues to be driven by increases in Milwaukee and Green Bay [core-based statistical areas], but also includes an increasing number of counties throughout the state, including in the west (Trempealeau, Pepin) and northwest (Iron County)”;

WHEREAS, with the increase in COVID-19 cases, there is also an increased strain on our health care system, with a growing number of hospitalized patients and patients in intensive care units;

WHEREAS, the number of confirmed deaths as a result of COVID-19 has also drastically increased; from the first death in March to June 1, 595 Wisconsinites having passed away, and by July 29, 911 people having lost their lives;

WHEREAS, an increase in deaths serves as an indicator of increased disease burden; growth in deaths from the last two weeks of July was 1.9 times the growth in deaths for the first two weeks of July, a statistically significant measure of accelerating death rates;

WHEREAS, the Centers for Disease Control has forecasted that with Wisconsin’s current disease growth, deaths will continue to increase and could reach 1,800 deaths by fall;

WHEREAS, pandemics come in waves of acceleration and deceleration of disease; because COVID-19 is a novel virus and there remain only limited effective treatments for infection and no vaccines to prevent spread of the disease, community mitigation strategies are the recommended intervention during acceleration phases;

WHEREAS, the vast majority of Wisconsin is now experiencing high virus activity levels, with some experiencing uncontrolled spread, and without quick intervention, there will be uncontrolled spread of COVID-19 infections statewide, which will lead to unnecessary serious illness or death, overwhelm our healthcare system, prevent schools from fully reopening, and unnecessarily undermine economic stability; and

WHEREAS, in order to protect the health and wellbeing of its residents, and to secure our best chances for economic success, Wisconsin must avail itself of all resources needed to respond to and contain the presence of COVID-19.

NOW, THEREFORE, I, TONY EVERS, Governor of the State of Wisconsin, by the authority vested in me by the Constitution and laws of this state, and specifically by Sections 321.39, 323.10, 323.12, and 323.13 of the Wisconsin Statutes, hereby:

1. Proclaim that a public health emergency, as defined in Section 323.02(16) of the Wisconsin Statutes, exists for the State of Wisconsin.
2. Designate the Department of Health Services as the lead agency to respond to the public health emergency and direct the Department to take all necessary and appropriate measures to prevent and respond to COVID-19.
3. Authorize the Adjutant General to activate the Wisconsin National Guard as necessary and appropriate to assist in the State's response to the public health emergency, including providing personnel to support the August 11 primary election and personnel to operate community testing sites throughout Wisconsin.
4. Direct all state agencies to assist as appropriate in the State's ongoing response to the public health emergency.
5. Pursuant to Section 323.10 of the Wisconsin Statutes, this Public Health Emergency shall remain in effect for 60 days, or until it is revoked by the Governor or by joint resolution of the Wisconsin State Legislature.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great seal of the State of Wisconsin to be affixed. Done at the Capitol in the City of Madison this thirtieth day of July in the year of two thousand twenty.

 TONY EVERS
 Governor

By the Governor:

Douglas La Follette

 DOUGLAS LA FOLLETTE
 Secretary of State



EMERGENCY ORDER #1

Relating to preventing the spread of COVID-19 by requiring face coverings in certain situations

WHEREAS, on July 30, 2020, I issued Executive Order #82, declaring a public health emergency to combat the uncontrolled spread of COVID-19 throughout the State of Wisconsin;

WHEREAS, on July 26, 2020, the President's COVID-19 task force recommended that Wisconsin consider adopting a statewide face covering requirement due to the increasing number of confirmed COVID-19 cases;

WHEREAS, face coverings are a proven, effective way to slow the spread of COVID-19 without having a significant impact on people's day-to-day lives;

WHEREAS, the Centers for Disease Control (CDC) has called on Americans to wear face coverings, with the CDC director stating, "[c]loth face coverings are one of the most powerful weapons we have to slow and stop the spread of the virus – particularly when used universally within a community setting. All Americans have a responsibility to protect themselves, their families, and their communities";

WHEREAS, published scientific research has shown that the probability of transmission during exposure between a person infected with COVID-19 to an uninfected person is 17.4 percent if face coverings are not worn, and 3.1 percent if face coverings are worn;

WHEREAS, modeling by the University of Washington's Institute for Health Metrics and Evaluation estimates that a face covering requirement in Wisconsin could save more than 500 lives by October 1 if 95 percent of Wisconsinites wear a face covering in public;

WHEREAS, states across the nation have recognized the importance and effectiveness of face coverings, with 31 states implementing requirements for face coverings in different settings, including: Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, Washington, and West Virginia;

WHEREAS, Wisconsin must do its part to stop the spread of COVID-19 in the United States, which is leading the world in COVID-19 cases and deaths;

WHEREAS, COVID-19 is not only a threat to public health, but also to our economy;

WHEREAS, widespread use of face coverings will slow the spread of COVID-19, allowing Wisconsin's economy to move forward by making sure businesses can stay open and jobs are available;

WHEREAS, all Wisconsinites are called upon to join in the collective effort to stop the devastating impact of COVID-19 by wearing a face covering, not harassing or threatening Wisconsinites who wear a face covering, and showing patience and compassion for those who are unable to wear a face covering safely; Agenda Item #14

WHEREAS, “Our Constitution principally entrusts ‘[t]he safety and the health of the people’ to the politically accountable officials of the States ‘to guard and protect.’” *S. Bay United Pentecostal Church v Newsom*, 140 S. Ct. 1613, (Mem)-1614 (2020) (quoting *Jacobson v. Massachusetts*, 197 U.S. 11, 38 (1905));

WHEREAS, Section 323.12(4)(b) of the Wisconsin Statutes authorizes the Governor to issue “such orders as he or she deems necessary for the security of persons and property” during an emergency; and

WHEREAS, based on input from state and local public health officials, medical professionals, and business leaders, I have determined that a statewide face covering requirement is necessary to protect persons throughout the State of Wisconsin from COVID-19.

NOW, THEREFORE, I, TONY EVERS, Governor of the State of Wisconsin, by the authority vested in me by the Constitution and the laws of this state, and specifically Section 323.12 of the Wisconsin Statutes, hereby order the following:

1. DEFINITIONS.

- a. “Enclosed space” means a confined space open to the public where individuals congregate, including but not limited to outdoor bars, outdoor restaurants, taxis, public transit, ride-share vehicles, and outdoor park structures.
- b. “Face covering” means a piece of cloth or other material that is worn to cover the nose and mouth completely. A “face covering” includes but is not limited to a bandana, a cloth face mask, a disposable or paper mask, a neck gaiter, or a religious face covering. A “face covering” does not include face shields, mesh masks, masks with holes or openings, or masks with vents.
- c. “Physical distancing” means maintaining at least six feet of distance from other individuals who are not members of your household or living unit.

2. FACE COVERING REQUIRED.

Every individual, age five and older, in Wisconsin shall wear a face covering if both of the following apply:

- a. The individual is indoors or in an enclosed space, other than at a private residence; and
- b. Another person or persons who are not members of individual’s household or living unit are present in the same room or enclosed space.

Face coverings are strongly recommended in all other settings, including outdoors when it is not possible to maintain physical distancing.

3. EXCEPTIONS.

- a. Individuals who are otherwise required to wear a face covering may remove the face covering in the following situations:
 - i. While eating or drinking.
 - ii. When communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means.

- iii. While obtaining a service that requires the temporary removal of the face covering, such as dental services.
 - iv. While sleeping.
 - v. While swimming or on duty as a lifeguard.
 - vi. While a single individual is giving a religious, political, media, educational, artistic, cultural, musical, or theatrical presentation for an audience, the single speaker may remove the face covering when actively speaking. While the face covering is removed, the speaker must remain at least 6 feet away from all other individuals at all times.
 - vii. When engaging in work where wearing a face covering would create a risk to the individual, as determined by government safety guidelines.
 - viii. When necessary to confirm the individual's identity, including when entering a bank, credit union, or other financial institution.
 - ix. When federal or state law or regulations prohibit wearing a face covering.
- b. In accordance with [CDC guidance](#), the following individuals are exempt from the face covering requirement in Section 2:
- i. Children between the ages of 2 and 5 are encouraged to wear a mask when physical distancing is not possible. The CDC does not recommend masks for children under the age of 2.
 - ii. Individuals who have trouble breathing.
 - iii. Individuals who are unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.
 - iv. Individuals with medical conditions, intellectual or developmental disabilities, mental health conditions, or other sensory sensitivities that prevent the individual from wearing a face covering.
 - v. Incarcerated individuals. The Wisconsin Department of Corrections shall continue to comply with COVID-19 protocols to ensure the health and safety of its staff and individuals in its care. Local governments are strongly encouraged to continue or create COVID-19 protocols to ensure the health and safety of their staff and individuals in their care.

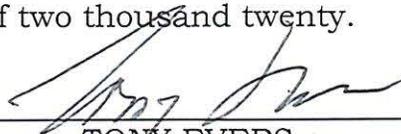
4. LEGISLATURE AND JUDICIARY. State facilities or offices under the control of the Wisconsin State Legislature or the Wisconsin Supreme Court are exempt from this Order. The Wisconsin State Legislature and the Wisconsin Supreme Court may establish guidelines for face coverings that are consistent with the specific needs of their respective branches of government.

5. PRESERVATION OF MEDICAL SUPPLIES. To conserve limited supplies of N95 masks and other medical-grade supplies, individuals are discouraged from using such supplies as face coverings.

6. LOCAL ORDERS. This Order supersedes any local order that is less restrictive. Local governments may issue orders more restrictive than this Order.

7. **ENFORCEMENT.** This order is enforceable by civil forfeiture of not more than \$200. Wis. Stat. § 323.28. Agenda Item #14
8. **SEVERABILITY.** If any provision of this Order or its application to any person or circumstances is held to be invalid, the remainder of the Order, including the application of such part or provision to other individuals or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
9. **DURATION.** This Order shall enter into effect at 12:01 am on Saturday, August 1, 2020. This Order shall expire on September 28, 2020, or by a subsequent superseding emergency order.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great seal of the State of Wisconsin to be affixed. Done at the Capitol in the City of Madison this thirtieth day of July in the year of two thousand twenty.



TONY EVERS
Governor