

**Tuesday, March 31, 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. Administrator's Monthly Report
9. Approval of Minutes of the February 25, 2020 County Board Meeting and the March 17, 2020 Emergency County Board Meeting
10. Pending Business/Updates
  - Discussions and Conclusions Regarding Impacts of COVID-19 Pandemic
11. Resolutions
  - 2020-20 In Memoriam – Jan Sixel
  - 2020-21 International Migratory Bird Day
  - 2020-22 Families First Coronavirus Response Act (Additional FMLA & Temporary Paid Sick Leave) Policy
  - 2020-23 Resolution -Temporary COVID-19 Telework Arrangements (*will be handed on or before 3/31/20*)
  - 2020-24 Declaring and Filling Vacancies on the County Board if April 7, 2020 Election is Postponed (*will be handed on or before 3/31/20*)
  - 2020-25 Approval of Gift, Grant and/or Donation to the Facilities & Parks Department – Memorial Benches
  - 2020-26 Approval of Gift, Grant and/or Donation to the Facilities & Parks Department – Enclosed Trailer
  - 2020-27 Approval of FAA Antenna & Equipment Space Lease – Door County Cherryland Airport
  - 2020-28 County Snowmobile Trail Aid, 2020-21 Snow Season
  - 2020-29 Approval of Multi-Discharger Phosphorus Variance Grant
  - 2020-30 Approval of Donation for Prohibited Invasive Species Management
  - 2020-31 Property Taxes – 56 North 4th Avenue, Transfer of Non-Budgeted Funds
  - 2020-32 County Roads & Bridges Fund, Transfer Of Non-Budgeted Funds
  - 2020-33 Approval of Agreement and Transfer of Non-Budgeted Funds for Mail Retention Archiving Solution
  - 2020-34 Approval of Agreement to Amend County Administrator Contract
  - 2020-35 Ratification of Order(s) of County Board Chairman and County Administrator Per Resolution No. 2020-19
12. Ordinances
  - 2020-02 Invoking the Authority of §59.10(1), Wis. Stats. to Be a Self-Organized County
  - 2020-03 Amendment of Chapter 13, Door County Code – Airport Regulations
  - 2020-04 Procedure for Convening County Board in a Declared Emergency Per § 59.11(2)(a), Wis. Stats.
13. Special Reports
  - Summary of Accomplishments: April 2018 – April 2020 Term
14. New Business
  - Evaluation Process for County Administrator
15. Oral Committee Reports
16. Review Committee Minutes
17. Review Vouchers, Claims and Bills
18. Announcements
  - Next Regular County Board Meeting – Organizational Meeting – April 21, 2020 – 9:00 a.m.
19. Meeting Per Diem Code
20. Adjourn

In light of WDHS 03-24-2020 'Safer-at-Home Order' and to mitigate the impact of COVID-19 this meeting will be conducted by teleconference or video conference. Members of the public may join the meeting remotely.

To attend the meeting via computer:

Go to <https://globalpage-prod.webex.com/join>

Enter the meeting number 628 412 469

Enter the password: n38bJ7dXTjw

To connect via phone:

Call 1-408-418-9388

Access Code: 628 412 469

*In compliance with the Americans with Disabilities Act, persons needing assistance to participate in this meeting, should contact the Office of the County Clerk (920) 746-2200. Notification 48 hours prior to meeting will enable the County to make reasonable arrangements to ensure accessibility to that meeting*

*Deviation from the order shown may occur.*

Posted \_\_\_\_\_, 2020 by \_\_\_\_\_

**DOOR COUNTY**  
**UNASSIGNED FUND BALANCE (located within the General Fund)**  
**As of February 29, 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 12/31/2018 ***Audited***  
\$ 16,996,828.24

<u>2019 Approved Changes to Unassigned Fund Balance:</u>	<u>Additions To:</u>	<u>Reductions From:</u>
Transfer from Unassigned Fund Balance Included in 2019 Budget - Remodel Government Center		(300,000.00)
Acquisition of Younkers Building 56 N. 4th Ave - Resolution 2019-13		(505,000.00)
Transfer of Non-Budgeted Funds - County Clerk Resolution 2019-10		(13,000.00)
Acquisition of Hidding Trust Parcels - Resolution 2019-19		(450,000.00)
Transfer of Non-Budgeted Funds - 56 N 4th Ave Building - Resolution 2019-34		(94,000.00)
	\$ -	\$ (1,362,000.00)

Available Unassigned Fund Balance 12/31/2019 **\$ 15,634,828.24** ***Unaudited***

<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-___	(18,004.00)
	(940,542.00)

Available Unassigned Fund Balance 2/29/2020 **\$ 14,694,286.24** ***Unaudited***

**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 2/29/2020</u>
Unassigned Fund Balance	\$ 14,841,408.21	\$ 16,996,928.24	\$ 15,634,828.24	\$ 14,694,286.24

**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	\$ 14,694,286.24
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 \$ 14,694,286.24 represents approximately **24.13358%** 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	\$ 5,561,190.79
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**  
**Tuesday, February 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 February 25, 2020 Door County Board of Supervisors meeting was called to order at 10:00 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

**Roll Call by County Clerk to Establish a Quorum**

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

**Presentation of Agenda**

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

Chairman Lienau noted the Special Report regarding the 56 N 4<sup>th</sup> Ave (former Younkens site) agenda item will be tabled this month.

**Correspondence**

- Unassigned Fund Balance
- Northeast Wisconsin Technical College Letter

**Public Comment**

The following persons commented:

- Dan Woelfel, Town of Sevastopol Chairman
- Christine Reed, Forestville
- Don Freix, 8305 Quarterline Road, Fish Creek

**Supervisors Response**

Supervisor Wait noted Mr. Woelfel or herself would be happy to answer any questions related to resolution 2020-15.

**Administrator's Monthly Report**

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

**Approval of Minutes of the January 28, 2020 County Board Meeting**

Motion by Virlee, seconded by Bultman to approve the minutes of the January 28, 2020 County Board Meeting. Motion carried by unanimous voice vote.

**Pending Business/Updates**

No pending business or updates were presented.

**Ordinances**

**2020-01 Amendment of Chapter 11.05 Door County Code, All Terrain Vehicles & Utility Terrain Vehicles Routes**

Motion by Neinas, seconded by Fisher to approve Ordinance 2020-01 – Approval of the ATV-UTV route CTH E from CTH A to Baileys Harbor Town Line and on CTH EE from Red Cherry Road to North Maple Road.

Supervisor Neinas explained the amendment connects the town roads to the county roads. It was questioned if the causeway over Kangaroo Lake is included in the route. CC Thomas noted the causeway was included in

the trail by a previous vote of the Board. If the Board is concerned that the causeway is included in the ATV/UTV route they should send the issue back to the Highway Committee for review and recommendation. Discussion included the fact that the causeway is, and has for some time, been included in the route and there has been no problems reported. Dick Franke, Town of Baileys Harbor, reviewed the town roads included in the ATV/UTV route; basically, all of Baileys Harbor is open to ATV/UTV traffic. Bob Schultz, Supervisor Town of Baileys Harbor, explained the reason for the extension request.

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

### **Resolutions**

#### **2020-07 Approval of Gift, Grant and/or Donation to the Door County EM & Communications Department**

Motion by Gunnlaugsson, seconded by Vlies Wotachek to approve Resolution 2020-07 – Approval and acceptance of the grant to provide CPR training to emergency dispatchers in Door County.

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

#### **2020-08 Approval of Gift, Grant and/or Donation to the Sheriff's Department**

Motion by Gunnlaugsson, seconded by Koch to approve Resolution 2020-08 – Approval and acceptance of the donation of \$4,500 for the purchase of DJI Mavic 2 Enterprise Dual + Smart Remote Drone.

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

#### **2020-09 Approval of Gift, Grant and/or Donation to the Highway Department – Clean Sweep Contract**

Motion by Neinas, seconded by Fisher to approve Resolution 2020-09 – Approval and acceptance of the 2020 Wisconsin Clean Sweep grant Contract.

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

#### **2020-10 Petition the Secretary of Transportation for Airport Improvement Aid by Door County Cherryland Airport**

Motion by Neinas, seconded by Halstead to approve Resolution 2020-10 – Approval of the petition for Federal and/or State Aid.

Administrator Pabich explained this is a project to upgrade to accept chip credit cards at the Airport. This is a mandate.

Motion carried by unanimous voice vote.

#### **2020-11 Door County's Animal Policy**

Motion by Austad, seconded by Virlee to approve Resolution 2020-11 – Adoption of Door County's Animal Policy.

CC Thomas explained this is an update to an old policy which memorializes what we have been doing and are required to do pursuant to the ADA rules.

Motion carried by unanimous voice vote.

#### **2020-12 Approval of Agreement for Dark Fiber and Conduit with the Wisconsin DOT**

Motion by Enigl, seconded by Koch to approve Resolution 2020-12 – Approval of the Agreement for dark fiber.

TS Director Jason Rouer explained the fiber must run across the canal. During the Sturgeon Bay Fiber project, the County was approached by the Department of Transportation (DOT) about a partnership.

DOT wanted better connectivity to the bridges and in turn would provide the County an opportunity to cross the canal using DOT conduit at the Oregon bridge. Originally the canal crossing was to occur using Sturgeon Bay Utilities conduit for a yearly fee costing several thousand dollars.

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

**2020-13 Change of User Fees for Emergency Medical (Ambulance) Services**

Motion by Gunnlaugsson, seconded by Koch to approve Resolution 2020-13 – A resolution adjusting user fees for emergency medical services.

Supervisor Gunnlaugsson noted the only changes are a reduction to ALS charges and an increase to mileage charges.

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

**2020-14 Intergovernmental Agreement – City of Sturgeon Bay [Sturgeon Bay-Door County Economic Development Loan Program]**

Motion by Fisher, seconded by Kohout to approve Resolution 2020-14 – Approval of the Intergovernmental Agreement with the City of Sturgeon Bay.

Administrator Pabich reviewed the overall agreement. Discussion related to distribution of remaining funds.

Motion by Enigl, seconded by Lundahl to amend the language in the Intergovernmental Agreement to remove the language “any remaining funds will be distributed equally between the County and the City” and replace with “any remaining funds will be distributed between the County and City on a pro-rata basis (i.e., a proportional allocation based on their contribution to the Loan Program)”.

Discussion regarding the contract followed.

Motion to amend carried by unanimous voice vote.

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

**2020-15 Intergovernmental Agreement – Town of Sevastopol [Muskat Property P.I.N. 022-022728631A, 022-022728632A & 022-022828641A]**

Motion by Fisher, seconded by Virlee to approve Resolution 2020-15 – Approval of the Intergovernmental Agreement with the Town of Sevastopol and approval of a transfer of up to \$30,000 from the Door County Contingency expense account to the Special Projects expense account to cover the County’s monetary contributions under the Agreement.

Discussion regarding if approval sets a precedence and who has a right to force a landowner to remove buildings not deemed a safety or health hazard. CC Thomas explained the town would place the expenses incurred against the real estate as a special assessment and it would be collected as payment for property taxes. If the taxes go into arrear the County would take the property through the In Rem process at which time the property could be sold with the potential to recoup the funds expended. If the property owner sells the property outright the special assessment would be paid assuming the sale price of the property was high enough. CC Thomas explained the County will not incur any liabilities for activities occurring at the property.

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

**2020-16 Youth Apprenticeship Program - Transfer of Non-Budgeted Funds**

Motion by D. Englebert, seconded by Enigl to approve Resolution 2020-16 – Approval to start a Youth Apprenticeship Program in 2020 and approval of a transfer up to \$24,000 from the Contingency Expense account to the various payroll expense accounts for the departments impacted.

Supervisor D. Englebert noted the funding would come from the Undesignated Fund. Administrator Pabich explained the Youth Apprenticeship Program is an internship program. The County has identified 5 positions to participate in the program to start. Funding of up to \$24,000 would be used to pay for the youth working and learning as an employee of the County.

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

The Board recessed at 11:56 a.m. and reconvened at 12:04 p.m.

Chairman Lienau was excused and Vice Chairman Fisher chaired the remainder of the meeting

### **2020-17 Health & Human Services New Position / Elimination**

Motion by D. Englebert, seconded by Bultman to approve Resolution 2020-17 – Approval of the elimination of one Social Worker (Children & Family Services Unit) position in the Health & Human Services Department and creation of one new full time Social Worker Supervisor (Children & Family Services Unit) position in the Health & Human Services Department.

Administrator Pabich explained a position opened due to a resignation. The department completed an internal audit. It was recommended that a social worker position be eliminated and a supervisor position be created. This would be a working supervisor position.

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

### **2020-18 Salaries of Elective Officials**

Motion by Heim Peter, seconded by Robillard to approve Resolution 2020-01 – A resolution establishing the total annual compensation for the Register of Deeds, County Clerk, and Treasurer for the 2021-2024 term.

Administrator Pabich noted the elected officials salary needs to be set for the next term. It was recommended to distinguish between the Register of Deeds, County Clerk, and Treasurer. The resolution attempts to align the electeds within the Comp Plan. Review of comparable counties. The goal moving forward is to attempt to keep the positions within the control point of pay grade J for the Treasurer and K for the ROD, and County Clerk.

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

### **Special Reports**

#### **Annual Report of Gifts, Grants, and Donations 2019**

Reviewed.

#### **Discussion / Action: 56 N. 4<sup>th</sup> Avenue [Former Younkers Site]**

Tabled.

### **New Business**

#### **Coastal Byway Program – Letter of Support**

Administrator Pabich explained the Coastal Byway group spoke at public comment at last month's meeting and this is a follow up with Chairman Lienau asking for a letter of support.

Motion by Wait, seconded by Vlies Wotachek to support the Coastal Byways Council's efforts in their All American Road and/or National Scenic Byways status. Motion carried by unanimous voice vote.

#### **Evaluation Process for County Administrator**

Moved to next month.

### **Oral Committee Reports**

- Vice Chairman Fisher noted the RPC meeting had an 8.5 hour meeting hearing testimony on the proposed RV Park. The meeting adjourned to tomorrow for a decision on the hearing.
- Supervisor D. Englebert noted he had heard from several constituents regarding the information following the last snow storm and the road plowing which ultimately led to the closing of schools.

### **Review Committee Minutes**

Reviewed.

### **Review Vouchers, Claims and Bills**

Reviewed.

**Announcements**

- Next Regular County Board Meeting – March 24, 2020 - 9:00 a.m.
- Door County Medical Center 75<sup>th</sup> Anniversary Tour Invite – March 12, 2020 – 6 p.m.

**Meeting Per Diem Code**

522.

**Adjourn**

Motion by Enigl, seconded by Halstead to adjourn. Time 12:25 p.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk

**MINUTES**  
**Tuesday, March 17, 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 March 17, 2020 Door County Board of Supervisors emergency meeting was called to order at 10:00 a.m. by Chairman David Lienau at the Door County Government Center.

Lienau led the Pledge of Allegiance to the Flag.

**Roll Call by County Clerk to Establish a Quorum**

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

**Presentation of Agenda**

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

**Correspondence**

No correspondence was presented.

**Public Comment**

No comments.

**Supervisors Response**

N/A.

**Resolution No. 2020-19 - Ratification, Alteration, Modification or Repeal of March 16, 2020, Proclamation Declaring a State of Emergency in Door County**

Administrator Pabich noted a state of emergency was declared yesterday. By declaring a state of emergency, the county is allowed to make decisions in the best interest of the county and the citizens and allows the Public Health Manger and EM Director to make decisions. Pabich reviewed the draft resolution which was distributed to Board Members this morning. Pabich reviewed information included in the meeting packet including the establishment of supplemental leave for specific reasons related to COVID-19, a travel order to employees, and social distancing in all operations. The policy covers the time period effective March 16<sup>th</sup> to April 6<sup>th</sup>. It was noted this may be amended to extend the expiration date. It's important to address the issue to protect our employee's health, their family's health, and the health of Door County residents. It was noted Public Safety Employees are not covered by this order. Sheriff Sternard and EMS Director LeClair are currently working on a plan for the public safety employees that will be reviewed this afternoon. In terms of cost of the implementation there is no cost initially. If the County shuts down and employees receive Supplemental Paid Leave the estimated cost would be \$760,000. There are no additional county funds needed to cover this cost. Discussion regarding employee's ability to work from home; this will be reviewed on a case by case basis. At this time employees working from home would be allowed to use their home equipment as the County does not have a surplus of County equipment to take home. All sub-units of the Door County Board are suspended through April. Two County Board meetings per month will be scheduled and in a virtual environment. If items come up that need to be addressed by a committee the County Administrator, County Board Chair, and the Committee Chair will address. Adjustments to operations were reviewed. All library branches will be closed effective tomorrow with the central branch remaining open with no more than 10 patrons in the library at one time. No minors will be allowed without a parent. No sitting and congregating in the library will be allowed; public will be allowed to check-out and return materials. EM Director Kane is working with municipalities to set up weekly debriefing meetings. It was requested that all press releases be shared with county board members. Anything that is released to the public should also be shared with county board at the same time. It was suggested all information and media releases be somewhere in one place for easy access such as posting on the County website. Any decision that needs to be made will be between the County Administrator and County Board Chair. Any special needs a department may require are to be reported to the County Administrator.

Motion by Norton, seconded by Lundahl to approve Resolution 2020-19 – Ratifying the March 16, 2020 Proclamation declaring a State of Emergency in Door County, by Door County Chairman David Lienau and County Administrator Ken Pabich.

**Discussion and Conclusions Regarding Impacts of COVID-19 Pandemic**

Chairman Lienau thanked Board Members for their attendance at today's meeting. Lienau also noted this is not just an elderly disease; younger persons are being infected. It is important to let the public know the impacts of the COVID-19 pandemic.

It is anticipated the next county board meeting will, in essence, be virtual. The April 7<sup>th</sup> election is currently status quo. Both the County and State are asking voters to vote by absentee ballot.

**Announcements**

- Next Regular County Board Meeting – March 31, 2020 – 9:00 a.m.

**Meeting Per Diem Code**

317.

**Adjourn**

Motion by Koch, seconded by Enigl to adjourn. Time 11:09 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk



**RESOLUTION NO. 2020-20**  
**IN MEMORIAM – JAN SIXEL**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

**WHEREAS,** *Jan Sixel passed away on March 7, 2020; and*

**WHEREAS,** *Supervisor Sixel was first elected to the Door County Board of Supervisors and served from February 14 through April 15, 2002. He was then re-elected in April 2002, and served through April 2004; and*

**WHEREAS,** *Supervisor Sixel represented District 6, including the Town of Nasewaupée, Ward 3, and the Town of Sturgeon Bay, Wards 1 and 2; and*

**WHEREAS,** *Supervisor Sixel served on several committees, including Law Enforcement, Legislative Committee and Land Conservation Committee.*

**NOW, THEREFORE, BE IT RESOLVED,** *That the County Board of Supervisors, assembled in regular session this 31st day of March, 2020, extend our sincere sympathy to the family of Jan Sixel with this acknowledgement of his dedication to the citizens of the County of Door.*

\_\_\_\_\_  
Daniel Austad

\_\_\_\_\_  
Kenneth Fisher

\_\_\_\_\_  
Megan Lundahl

\_\_\_\_\_  
Helen Bacon

\_\_\_\_\_  
Joel Gunnlaugsson

\_\_\_\_\_  
John Neinas

\_\_\_\_\_  
Bob Bultman

\_\_\_\_\_  
Randy Halstead

\_\_\_\_\_  
Nissa Norton

\_\_\_\_\_  
Vinni Chomeau

\_\_\_\_\_  
Alexis Heim Peter

\_\_\_\_\_  
Nancy Robillard

\_\_\_\_\_  
David Englebert

\_\_\_\_\_  
Jon Koch

\_\_\_\_\_  
Richard Virlee

\_\_\_\_\_  
Roy Englebert

\_\_\_\_\_  
Susan Kohout

\_\_\_\_\_  
Laura Vlies Wotachek

\_\_\_\_\_  
David Enigl

\_\_\_\_\_  
David Lienau

\_\_\_\_\_  
Linda Wait

**CERTIFICATION:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 31st day of March, 2020, by the Door County Board of Supervisors.

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



**DOOR COUNTY**

**Resolution No. 2020-21  
INTERNATIONAL MIGRATORY BIRD DAY**

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

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

---

Motion to Approve \_\_\_\_\_ Adopted

1st \_\_\_\_\_ Defeated

2nd \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: \_\_\_\_\_, Corp. Counsel

Reviewed by: \_\_\_\_\_, Administrator

**FISCAL IMPACT:** No Fiscal Impact.

**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 31st 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 **WHEREAS**, Migratory birds are some of the most beautiful and easily

3 observed wildlife that share our communities, and

4

5 **WHEREAS**, Many citizens recognize and welcome migratory songbirds as

6 symbolic harbingers of spring, and

7

8 **WHEREAS**, These migrant species also play an important economic role in

9 our community, controlling insect pests and generating millions in recreational

10 dollars statewide, and

11

12 **WHEREAS**, migratory birds and their habitats are declining throughout the

13 Americas, facing a growing number of threats on their migration routes and in both

14 their summer and winter homes; and

15

16 **WHEREAS**, Public awareness and concern are crucial components of

17 migratory bird conservation; and

18

19 **WHEREAS**, Citizens enthusiastic about birds, informed about the threats

20 they face, and empowered to help address those threats can directly contribute to

21 maintaining healthy bird populations, and

22

23 **WHEREAS**, since 1993 International Migratory Bird Day (IMBD) has become

24 a primary vehicle for focusing public attention on the nearly 350 species that travel

25 between nesting habitats in our communities and throughout North America and

26 their wintering grounds in South and Central America, Mexico, the Caribbean, and

27 the southern U.S., and

28

29 **WHEREAS**, Hundreds of thousands of people will observe IMBD, gathering

30 in town squares, community centers, schools, parks, nature centers, and wildlife

31 refuges to learn about birds, take action to conserve them, and simply to have fun,

32 and

33

34 **WHEREAS**, While IMBD officially is held each year on the second Saturday

35 in May, its observance is not limited to a single day, and planners are encouraged

36 to schedule activities on the dates best suited to the presence of both migrants

37 and celebrants, and

38

39 **WHEREAS**, IMBD is not only a day to foster appreciation for wild birds and

40 to celebrate and support migratory bird conservation, but also a call to action,

41

42 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of

43 Supervisors does hereby proclaim the second Saturday in May, as International

44 Migratory Bird Day in the County of Door.

45

46 **BE IT FURTHER RESOLVED**, That the County Board urges all citizens to

47 celebrate this observance and to support efforts to protect and conserve migratory

48 birds and their habitats in our community and the world at large.

49

**SUBMITTED BY: FACILITES & PARKS COMMITTEE**

\_\_\_\_\_  
Dan Austad, Chairman

\_\_\_\_\_  
Randy Halstead

\_\_\_\_\_  
Helen Bacon

\_\_\_\_\_  
Susan Kohout

\_\_\_\_\_  
Roy Englebert

\_\_\_\_\_  
Richard Virlee

\_\_\_\_\_  
Ken Fisher



**DOOR COUNTY**

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

**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 variables involved prohibit the calculation of a definitive cost. Any additional funds that maybe needed to cover the 2020 payroll budget, pursuant to the adoption of this resolution, will come from the payroll contingency reserve; current balance is \$3,531,298.14. 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 31st day of March, 2020 by the Door County Board of Supervisors.

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

**Resolution No. 2020-22**

**FAMILIES FIRST CORONAVIRUS RESPONSE ACT**

1 **TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

2

3 **WHEREAS**, On March 18, 2020, the Federal Families First

4 Coronavirus Response Act (FFCRA) was signed into law; and

5

6 **WHEREAS**, The FFCRA includes the: 1) Emergency Family and

7 Medical Leave Expansion Act (“EFMLEA”) and 2) Emergency Paid

8 Sick Leave Act (“EPSLA”); and

9

10 **WHEREAS**, The EFMLEA and EPSLA provisions of the FFCRA

11 will take effect on April 2, 2020 and expire no later than December 31,

12 2020; and

13

14 **WHEREAS**, This is a temporary policy, intended as a supplement

15 to Door County’s existing FMLA and paid time off policy.

16

17 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County

18 Board of Supervisors hereby adopts the attached “FFCRA, EFMLEA

19 and EPSLA Temporary Supplemental Policies”

20

21 **BE IT FURTHER RESOLVED**, That the Door County

22 Administrator and County Board Chairperson may revise the above

23 referenced policies if and to the extent facts and circumstances

24 warrant.

**SUBMITTED BY:**

\_\_\_\_\_  
Dave Lienau, Chairman  
Door County Board of Supervisors

\_\_\_\_\_  
Ken Pabich  
County Administrator

## TEMPORARY SUPPLEMENTAL POLICIES

### FFCRA - EFMLEA & EPSLA

#### I. Emergency Family and Medical Leave Expansion Act

##### A. Summary

1. County employees, who have been on the job for at least 30 days, have the right to take up to 12 weeks of job-protected leave for a “Public Health Emergency,” which essentially means an inability to work due to the need to care for a son or daughter if their school has been closed or their child care provider is unavailable due to COVID-19.
2. The first 10 days of leave under this provision may be unpaid (although employees may substitute any available paid leave, such as earned PTO).
3. County cannot require the substitution of paid leave.
4. After the first 10 days, leave under this provision is to be paid at a rate of no less than 2/3rds of the employee’s regular rate for hours normally scheduled to work – capped at \$200 per day and \$10,000 in the aggregate.
5. Benefits would continue for the leave period.
6. If an employee is a healthcare provider, an emergency responder (i.e., public safety employee), or E911 Dispatcher then the employee is excluded from the leave.
7. Generally, an employee taking leave must be returned to his/her position following leave.

##### B. County will adhere to the requirements of the FFCRA as such relates to EFMLEA.

#### II. Emergency Paid Sick Leave:

##### A. Summary

1. Full-time County employees have up to 80 hours of emergency paid sick leave; and two-weeks leave to part-time employees based on average hours worked.
2. Employees are eligible for this paid leave, regardless of how long they have been employed.
3. Eligibility:
  - a) the employee is subject to any federal, state, or local quarantine or isolation order related to COVID-19;
  - b) the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
  - c) the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
  - d) the employee is caring for an individual who is subject to a quarantine order or advised to self-quarantine;
  - e) the employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions; or

- f) the employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
- 4. Pay may be capped depending on the reasons for the leave. When leave is based on reasons a)-c) above, pay may be capped at \$511/day and \$5,110 in the aggregate. When leave is based on reasons d)-f) above, pay may be capped at \$200/day and \$2,000 in the aggregate.
- 5. County cannot require the substitution of paid leave.
- 6. If an employee is a healthcare provider or an emergency responder (i.e., public safety employee), then the employee is excluded from the leave.
- B. County will adhere to the requirements of the FFCRA as such relates to EPSLA.

III. Notice and Certification

- A. An employee seeking foreseeable leave must provide the County with notice of the leave as soon as is practicable.
- B. County may not condition leave on any form of certification.

IV. Posting:

- A. County must post the notices of this Act in a conspicuous place.
- B. Model notices are to be provided by the Secretary of Labor.

V. No Retaliation:

- A. Employers may not retaliate against, discharge, or discipline employees because the employee took leave under the EFMLEA or EPSLA.

VI. Effective Date and Expiration

- A. This will become effective April 1, 2020 and remain in effect no later than December 31, 2020



**DOOR COUNTY**

**Resolution No. 2020-23**

**TEMPORARY TELEWORKING DURING COVID-19 EMERGENCY**

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

**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:** By adopting this resolution no additional County funds will be needed.  
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 31st 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,** In response to the ongoing COVID-19 outbreak,

4 resulting declarations of emergency, and Governor Evers’ “Safer at

5 Home Order”, Door County must think about what steps it might need

6 or want to take to manage the impact in the workplace, including

7 utilizing temporary telework arrangements; and

8

9        **WHEREAS,** Temporary telework is deemed a viable option for

10 particular (but not all) positions, based largely on whether the work

11 performed is suitable for telework on a temporary basis.

12

13        **NOW, THEREFORE, BE IT RESOLVED,** That the Door County

14 Board of Supervisors hereby approves temporary telework as an

15 option for particular (but not all) positions, based largely on whether

16 the work performed is suitable for telework on a temporary basis.

17

18        **BE IT FURTHER RESOLVED,** That the Door County Board of

19 Supervisors hereby adopts the attached “Temporary Teleworking

20 During COVID-19 Emergency Policy”

21

22        **BE IT FURTHER RESOLVED,** That the Door County

23 Administrator and County Board Chairperson may revise the above

24 referenced policy if and to the extent facts and circumstances warrant.

25

**SUBMITTED BY:**

\_\_\_\_\_

Dave Lienau, Chairman  
Door County Board of Supervisors

\_\_\_\_\_

Ken Pabich  
County Administrator

## TEMPORARY COVID-19 TELEWORK POLICY

Short-term teleworking can be an appropriate option in extraordinary circumstances. Door County has decided to implement voluntary opportunities for temporary telework, due to the COVID-19 outbreak. The primary purpose is to minimize risk to the health and safety of its workforce and broader community, while continuing to provide certain County services.

Not all positions are suitable for telework. Whether temporary telework is a viable option for a particular position/employee depends largely on the work performed. Factors that support a finding that a position may be suitable for temporary telework include:

- ❖ work activities are portable and can be performed effectively outside the office, at least on a temporary basis;
- ❖ telework may not be suitable if an employee's job requires regular *in-person* contact with other employees, clients or the public, or regular access to materials that cannot be removed from the workplace;
- ❖ job tasks are quantifiable or primarily project oriented;
- ❖ internet access, technology and equipment needed (Door County' and/or the employee's) to perform the job remotely are available;
- ❖ safety and security of Door County's property can be assured; and
- ❖ Door County's Technology Services Department deems the arrangement to be satisfactory.

Decisions regarding a position/employee being telework-able and telework-ready will be made on a case-by-case basis at the department head's discretion and concurrence of the Human Resources Director.

Requirements of employees who telework include:

- ❖ A dedicated telework space that's separate from the rest of the activities done at home;
- ❖ employees must be available and accessible (by phone and e-mail) during scheduled work hours;
- ❖ employees are to keep their department head/designee timely apprised of disruptions to the telework arrangement (e.g., illness, family matters, or other personal obligations);
- ❖ non-exempt employees must refrain from working over eight hours in one day, or over 40 hours in one week without the prior approval of their department head/designee;
- ❖ take one 30-minute meal break and two 10-minute rest break each 8-hour work day;
- ❖ accurately record all time worked and paid time off;
- ❖ strict compliance with all confidentiality and security requirements (including HIPAA/protected health information);
- ❖ employee is to safeguard and protect, and is responsible for damage to, misuse of, or theft of, any County property in the employee's possession; and
- ❖ employee is to maintain a safe and ergonomically correct remote workspace.

Employees who telework must comply with the Door County Employee Handbook, Door County Administrative Manual, any other applicable laws, policies, regulations and rules.

Ongoing communication between teleworking employees and their department head/designee is required. This includes the department head/designee conveying:

- ❖ employee's work days and hours;
- ❖ expectations regarding employee's work output and productivity; and
- ❖ any reporting requirements.

It is the shared responsibility of employees and department heads / designees to work together to keep one another apprised of events, expectations, or information during the work day.

It is necessary for the department head/designee to adequately monitor an employee's temporary telework to ensure, among other things, that performance expectations (work output and productivity) are met. How such monitoring is accomplished (e.g., regular interaction by phone or email or other ???) is left to the department head's/designee's discretion. Focus is to be on work output and completion of objectives.

Request Process:

- ❖ An employee requesting a telework arrangement should complete, date and sign the attached *Temporary COVID-19 Telework Request Form*.
- ❖ The employee's department head/designee must timely review and act upon (approve as requested, modify and approve, or deny).
- ❖ Requests (approved or denied) must be timely sent to the Human Resources Department and will be filed in the employee's personnel file.

By requesting a telework arrangement, the employee acknowledges and agrees that:

- ❖ Door County will not be liable for damages to the employee's property resulting from participation in teleworking.
- ❖ Door County may seek reimbursement from employee for any damage to, misuse of, or theft of Door County property in employee's possession;
- ❖ Injuries sustained by the employee while at his or her teleworking work location and in conjunction with his or her regular work duties will normally be covered by Door County's workers' compensation policy. Employees are responsible for notifying the Human Resources Director/designee of any such injury as soon as is practicable.
- ❖ Employees will not meet with other employees, clients or the public, for purposes of conducting business with Door County, at the employee's teleworking location.
- ❖ The employee is solely liable for any injuries sustained by any third person (e.g., family member, guest, or visitor) at his or her teleworking location.

Just as employees are monitored while in the workplace, Door County will monitor employees while performing telework. This may include monitoring keystrokes or activity tracking.

Teleworking will last no longer than the duration of the COVID-19 outbreak as defined and communicated by Door County.

Door County reserves the right to modify or discontinue the telework arrangement immediately upon written notice at the County's sole discretion.









U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Central Service Area  
Real Estate Branch, AAQ-920

Back-Up Information to Resolution 2020-27

10101 Hillwood Parkway  
Fort Worth, Texas 76177

FEB 21 2020

Door County, Wisconsin  
Keith Kasbohm  
Door County Cherryland Airport  
3538 Park Drive  
Sturgeon Bay, WI 54235

Dear Mr. Kasbohm:

Subject: Lease No. 697DCM-19-L-00138  
(SUE) Equipment Space  
Sturgeon Bay, Wisconsin

Enclosed are two copies of Lease No. 697DCM-19-L-00138. As stated in the lease, the rental consideration will be \$240.00 per year for a 10-year term.

Please have all copies signed, dated, and have the Public Authorization Certificate completed. Return all copies in the enclosed postage paid envelope. When received, a fully executed copy will be returned to you for your records.

If you require additional information, please contact me at 817-222-4302 or via email at [patti.lorensen@faa.gov](mailto:patti.lorensen@faa.gov).

Sincerely,

A handwritten signature in blue ink that reads "Lorenson".

Patti Lorenson  
Real Estate Contracting Officer

Enclosures (2)

**ANTENNA AND EQUIPMENT SPACE LEASE****Between****UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION****And****DOOR COUNTY, WISCONSIN****Lease No. 697DCM-19-L-00138  
(SUE) FAA Equipment Space  
Sturgeon Bay, Wisconsin****SECTION 1 - OPENING****6.1.1 Preamble (JAN 2017)**

This Lease is hereby entered into by and between Door County, Wisconsin, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

**6.1.2 Succeeding Lease (JAN 2015)**

This Lease succeeds Lease No. DTFA14-99-L-R3075 and all other previous agreements between the parties for the leased property described in this document.

**6.1.3 Witnesseth (JAN 2015)**

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

**6.1.4 Description (OCT 1996)**

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations: Approximately 100 square feet of space in the NE corner of the basement in the terminal building at Door County Cherryland Airport in Sturgeon Bay, Wisconsin, as shown on Powertek Drawing, identified as Exhibit "A," attached hereto and made a part hereof.

**SECTION 2 - TERMS****6.2.5 Term (AUG 2002)**

To have and to hold, for the term commencing on October 1, 2020 and continuing through September 30, 2030 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

**6.2.6 Consideration (JUL 2017)**

The Government shall pay the Lessor the amount of \$240.00 per annum, payable to Door County Cherryland Airport, at the end of each Government fiscal year. Payment is not as rental but as reimbursement of estimated power consumption charges for operation of Government-owned RTR facility and air conditioner. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

**6.2.7 Cancellation (JUL 2017)**

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

**6.2.14 Holdover (JUL 2017)**

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

**6.2.16 Lessor's Successors (JUL 2017)**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

**SECTION 3 - GENERAL CLAUSES****3.2.5-1-RE Officials Not to Benefit (OCT 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

**3.3.1-15-RE Assignment of Claims (OCT 1996)**

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

**6.3.10 Maintenance of Premises (JAN 2017)**

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

**6.3.16 Failure in Performance (OCT 1996)**

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

**6.3.17 No Waiver (OCT 1996)**

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

**6.3.18 Non-Restoration (JUL 2017)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**6.3.26 Damage by Fire or Other Casualty (OCT 1996)**

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

**6.3.28 Interference (OCT 2008)**

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

**6.3.29 Alterations (FEB 2019)**

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

**6.3.30 Hold Harmless (OCT 1996)**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

**6.3.31 Default by Lessor (OCT 1996)**

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

**6.3.32 Compliance with Applicable Laws (OCT 1996)**

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

**6.3.33 Covenant Against Contingent Fees (AUG 2002)**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

**6.3.34 Anti-Kickback (JAN 2017)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

**6.3.35 Examination of Records (AUG 2002)**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will

review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

### **6.3.39 Integrated Agreement (OCT 1996)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

### **6.3.44 Inspection (OCT 1996)**

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

### **6.3.45 Contract Disputes (JAN 2017)**

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
800 Independence Avenue, S.W., Room 323

## Back-Up Information to Resolution 2020-27

Lease No. 697DCM-19-L-00138  
 (SUE) FAA Equipment Space  
 Sturgeon Bay, WI

Washington, DC 20591  
 Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

## **SECTION 4 - FINANCIAL CLAUSES**

### **6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)**

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

### **6.4.2 Payment by Electronic Funds Transfer (JAN 2017)**

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

## **SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE**

### **6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)**

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

## **SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES**

### **6.7.1-2 Services and Utilities (JAN 2017)**

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

- A. ELECTRICITY
- B. SNOW REMOVAL

**SECTION 10 - CLOSING**

**6.10.1 Notices (JUL 2017)**

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:  
Door County Cherryland Airport  
Airport Manager  
3538 Park Drive  
Sturgeon Bay, Wisconsin 54235

TO THE GOVERNMENT  
Federal Aviation Administration  
Real Estate Branch, AAQ-920  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

**6.10.3 Signature Block (JUL 2017)**

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

DOOR COUNTY, WISCONSIN

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Patti Lorensen

Title: \_\_\_\_\_

Title: Real Estate Contracting Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PUBLIC AUTHORIZATION CERTIFICATE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>20</sup>, I \_\_\_\_\_  
[insert name]

certify that I am the \_\_\_\_\_ of the  
[insert title]

**Door County, Wisconsin** \_\_\_\_\_ named in the attached agreement; that  
[insert name of State, County, Municipality, or other Public Authority]

\_\_\_\_\_ who signed said agreement on behalf of the  
[insert name of person who signed the agreement]

**Door County, Wisconsin** \_\_\_\_\_ is  
[insert name of State, County, Municipality, or other Public Authority]

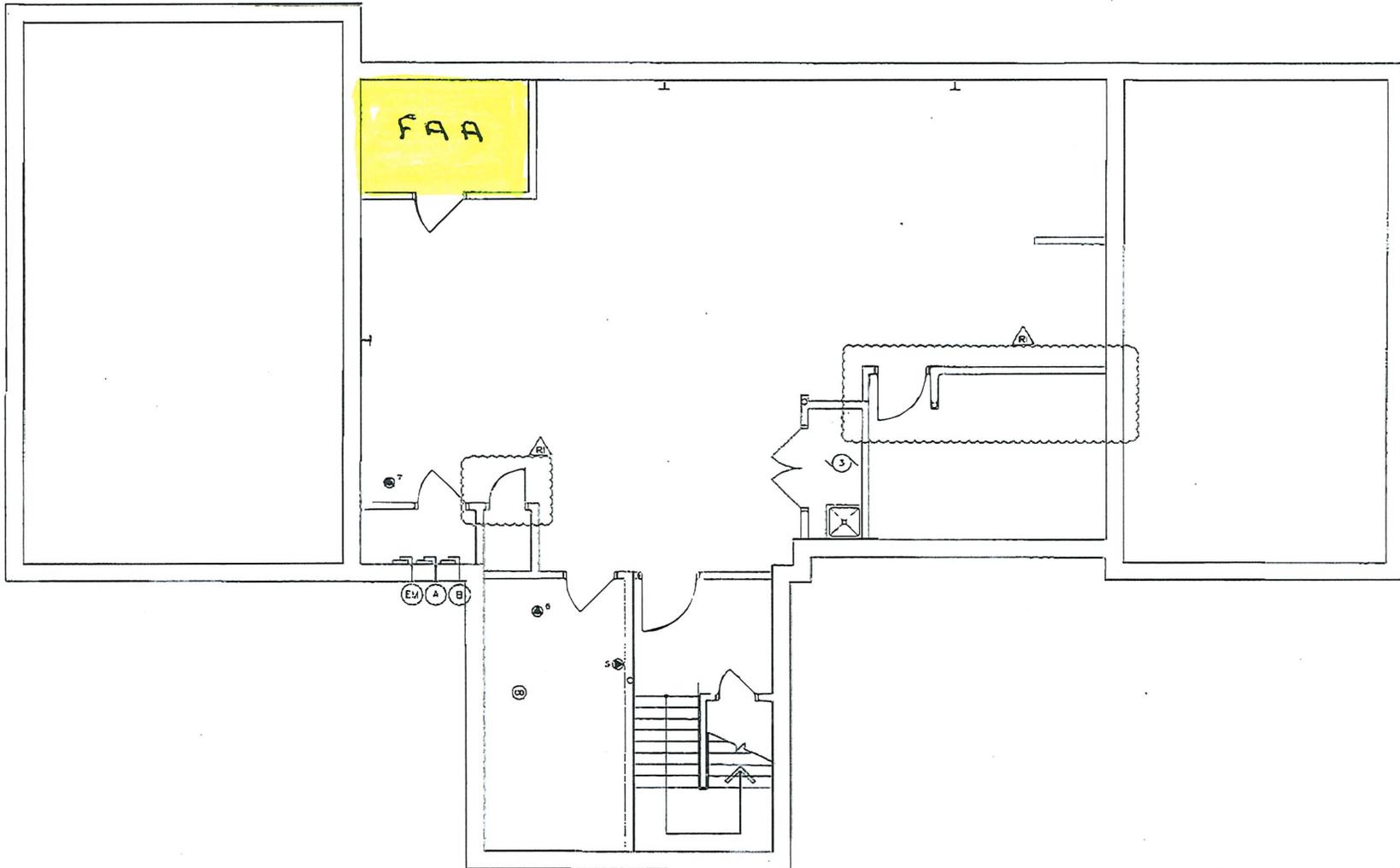
\_\_\_\_\_ of said  
[insert title of person who signed the agreement]

**Door County, Wisconsin** \_\_\_\_\_; and that said agreement was duly signed  
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of **Door County, Wisconsin** \_\_\_\_\_ by authority of  
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed \_\_\_\_\_



Lease No 697DCM-19-L-00138

**Power & Systems Plan - Basement**

SCALE: 1/4" = 1'-0"







**DOOR COUNTY**

**Resolution No. 2020 29**

**APPROVAL OF MULTI-DISCHARGER PHOSPHORUS VARIANCE GRANT**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

---

Motion to Approve                      Adopted

1st \_\_\_\_\_ Defeated

2nd \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: \_\_\_\_\_, Corp. Counsel

Reviewed by: \_\_\_\_\_, Administrator

**FISCAL IMPACT:** The Grant funds will be used for the specified purpose per lines 18-19; no additional County funds are required. STW

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 31st day of March, 2020 by the Door County Board of Supervisors.

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

1           **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept donations,  
2 gifts, or grants of money for any public governmental purpose within the powers of the County;  
3 and  
4  
5           **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door"  
6 requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts,  
7 and grants whether in the form of money, or personal or real property; and  
8  
9           **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorizes an oversight  
10 committee to accept donations, gifts or grants; requires County Board be provided notice of any  
11 donation, gift or grant in excess of \$1,000 prior to acceptance; and requires that an itemized  
12 report of all donations, gifts or grants be submitted to the County Board on an annual basis; and  
13  
14           **WHEREAS**, Section 283.16 Wis. Stats. provides a statewide variance method for waste  
15 water treatment plants to comply with phosphorus permit limits by providing funds to  
16 County Conservation Departments within the same watershed to reduce phosphorus; and  
17  
18           **WHEREAS**, Funds from this program must be used by the County to bring farmers and other  
19 agricultural sources into compliance with NR 151 agricultural performance standards; and  
20  
21           **WHEREAS**, Door County falls within the same hydraulic unit code (HUC) as the Village of  
22 Casco Wastewater Treatment Plant which makes Door County eligible for these funds; and  
23  
24           **WHEREAS**, Door County Soil & Water Conservation Department has applied for and has  
25 been awarded \$4,505.32 from the Village of Casco; and  
26  
27           **WHEREAS**, The Land Conservation Committee (LCC) has voted to accept the aforesaid  
28 grant.  
29  
30           **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does  
31 hereby accept the Multi-Discharger Phosphorus Variance Funds from the Village of Casco in the  
32 amount of \$4,505.32 for the above stated purpose.  
33  
34           **BE IT FURTHER RESOLVED**, That the aforesaid grant shall be administered by the Soil &  
35 Water Conservation Department subject to oversight by the Land Conservation Committee.

**SUBMITTED BY:  
LAND CONSERVATION COMMITTEE**

\_\_\_\_\_  
Ken Fisher, Chair

\_\_\_\_\_  
Dan Austad

\_\_\_\_\_  
Vinni Chomeau

\_\_\_\_\_  
Randy Halstead

\_\_\_\_\_  
John Neinas

\_\_\_\_\_  
Richard Virlee

\_\_\_\_\_  
Mike Vandenhouten



**DOOR COUNTY**

**Resolution No. 2020-30**

**APPROVAL OF DONATION FOR PROHIBITED INVASIVE SPECIES MANAGEMENT**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

---

Motion to Approve \_\_\_\_\_ Adopted

1st \_\_\_\_\_ Defeated

2nd \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: \_\_\_\_\_, Corp. Counsel

Reviewed by: \_\_\_\_\_, Administrator

**FISCAL IMPACT:** The donated funds will be used for the specified purpose; no additional County funds are required. STW

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 31st day of March, 2020 by the Door County Board of Supervisors.

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

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

4  
5       **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County  
6 of Door" requires approval of the Door County Board of Supervisors, for acceptance  
7 of all donations, gifts, and grants whether in the form of money, or personal or real  
8 property; and

9  
10       **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorized  
11 an oversight committee to accept donations, gifts or grants; requires County Board  
12 be provided notice of any donation, gift or grant in excess of \$1,000 prior to  
13 acceptance; and requires that an itemized report of all donations, gifts or grants shall  
14 be submitted to the county board on an annual basis; and

15  
16       **WHEREAS**, The Soil and Water Conservation Department (SWCD) has received  
17 a donation from the Wisconsin Department of Natural Resources (WDNR) Prohibited  
18 and Early Detection Invasive Plant (PEDIP) funding in the amount of \$3,500. The  
19 purpose of said donation is to provide funding for equipment, monitoring, control and  
20 other necessary expenses incurred for the successful management of the county  
21 prohibited invasive species Black swallow-wort (*Vincetoxicum nigrum*) & Chocolate  
22 vine (*Akebia quinata*); and

23  
24       **WHEREAS**, No new budget funds are being requested. No match monies are  
25 required; and

26  
27       **WHEREAS**, The Land Conservation Committee has voted to accept the aforesaid  
28 donation.

29  
30       **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of  
31 Supervisors does hereby accept the WDNR PEDIP funding \$3,500.

32  
33       **BE IT FURTHER RESOLVED**, That the aforesaid donation shall be administered  
34 by the SWCD as fiscal manager subject to oversight by the Land Conservation  
35 Committee.

**SUBMITTED BY:  
LAND CONSERVATION COMMITTEE**

_____	_____
Ken Fisher, Chair	John Neinas
_____	_____
Dan Austad	Richard Virlee
_____	_____
Vinni Chomeau	Mike Vandenhouten
_____	_____
Randy Halstead	



**DOOR COUNTY**

**Resolution No. 2020-31**

**PROPERTY TAXES – 56 N 4<sup>TH</sup> AVE  
TRANSFER OF NON-BUDGETED FUNDS**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**

Vote Required: Two Thirds of Entire Membership

---

Motion to Approve                      Adopted

1st \_\_\_\_\_ Defeated

2nd \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: \_\_\_\_\_, Corp. Counsel

Reviewed by: \_\_\_\_\_, Administrator

**FISCAL IMPACT:** The fiscal impact is a decrease of \$18,004 to the unassigned fund balance which leaves a balance of \$14,694,286.24. 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 31st day of March, 2020 by the Door County Board of Supervisors.

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

1           **WHEREAS**, In accordance with Section 65.90(5)(a) Wisconsin  
2 Statutes and Rules of Order #19 the amounts of the various  
3 appropriations and the purposes for such appropriations stated in a  
4 budget may not be changed unless authorized by a vote of two-thirds  
5 of the entire membership of the County Board of Supervisors; and

6  
7           **WHEREAS**, The County of Door purchased the 56 N 4<sup>th</sup> Avenue  
8 Building on March 14, 2019; and

9  
10          **WHEREAS**, The funding for this purchase came from the  
11 Unassigned Fund Balance; and

12  
13          **WHEREAS**, The County of Door is responsible for paying the  
14 2019 Real Estate Property Tax Bill in the amount of \$18,004; and

15  
16          **WHEREAS**, The Finance Committee is recommending that the  
17 \$18,004 be transferred from Unassigned Fund Balance 100.33101  
18 to Younkers Bldg. Land Acquisition Expense Account  
19 100.06.1161.69908.6524 for the purpose of funding the 2019 Real  
20 Estate Property Tax Bill.

21  
22          **NOW, THEREFORE, BE IT RESOLVED**, That the Door County  
23 Board of Supervisors does hereby approve the transfer of \$18,004  
24 from the Unassigned Fund Balance 100.33101 to Younkers Bldg.  
25 Land Acquisition Expense Account 100.06.1161.69908.6524 for  
26 payment of the 2019 Real Estate Property Tax Bill.

**SUBMITTED BY: FINANCE COMMITTEE**

_____	David Englebert, Chair	_____	Nancy Robillard
_____	David Enigl	_____	Richard Virlee
_____	Susan Kohout	_____	Laura Vlies Wotachek
_____	Alexis Heim Peter		



**DOOR COUNTY**

**Resolution No. 2020-32**

**COUNTY ROADS & BRIDGES FUND  
TRANSFER OF NON-BUDGETED FUNDS**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**

Vote Required: Two Thirds of Entire Membership

---

Motion to Approve      Adopted

1st \_\_\_\_\_ Defeated

2nd \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: \_\_\_\_\_, Corp. Counsel

Reviewed by: \_\_\_\_\_, Administrator

**FISCAL IMPACT:** The fiscal impact is a decrease of \$323,138 to the County Roads & Bridges Reserve Account which leaves a balance of \$679,490 in this account. 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 31st day of March, 2020 by the Door County Board of Supervisors.

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

1           **WHEREAS**, In accordance with Section 65.90(5)(a) Wisconsin  
2 Statutes and Rules of Order #19 the amounts of the various appropriations  
3 and the purposes for such appropriations stated in a budget may not be  
4 changed unless authorized by a vote of two-thirds of the entire membership  
5 of the County Board of Supervisors; and

6           **WHEREAS**, The Door County Highway Department's expenditures  
7 (\$956,282) for snow maintenance exceeded the amount budgeted  
8 (\$608,400, Fund 205, County Roads and Bridges) in 2019 by \$347,882;  
9 and

10           **WHEREAS**, This deficit is offset by surpluses totaling \$24,744 (i.e.,  
11 \$8,971 in Fund 205, County Routine Maintenance Expense Account,  
12 \$15,108 in the County Bridge Aid Expense Account, \$29 in the State Aid  
13 Transportation Revenue, and of \$636 in Interest Revenue; and

14           **WHEREAS**, The Highway Department, Fund 701 receives  
15 reimbursement for work performed on County Roads from Fund 205,  
16 County Roads and Bridges; and

17           **WHEREAS**, The Finance Committee is recommending that the  
18 remaining deficit be offset by a transfer of \$323,138 from the County Roads  
19 and Bridges Reserve Account 205.33104 to County Roads and Bridges  
20 Account 205.42.49201.

21           **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board  
22 of Supervisors does hereby approve the transfer of \$323,138 from the  
23 County Roads and Bridges Reserve Account 205.33104 to County Roads  
24 and Bridges Account 205.42.49201 to cover the funding deficit described  
25 above.

**SUBMITTED BY: FINANCE COMMITTEE**

\_\_\_\_\_  
David Englebert, Chair

\_\_\_\_\_  
Nancy Robillard

\_\_\_\_\_  
David Enigl

\_\_\_\_\_  
Richard Virlee

\_\_\_\_\_  
Susan Kohout

\_\_\_\_\_  
Laura Vlies Wotachek

\_\_\_\_\_  
Alexis Heim Peter

Summary of Fund 205 County Roads and Bridges

12/31/2019	Tax Levy Cty Rds	State Aid LRIP	State Aid Transportation	State Aid FAS	DK Jurisdictional Transfer	DK Transfer Other Cty Rds	CHI-D Funding	CHIP Funding	Transfer From Fund Balance	Transfer In Fund 401	Interest Hwy 57	Misc Receipts	Totals
Budget	-	-	1,183,191.00	-		-	-	-		3,530,780.00	-	-	4,713,971.00
Budget Amendment	482,664.00	-	-	-		-	-	-	-	2,980.00	-	-	485,644.00
Revenues	482,664.00		1,183,220.33	-		-	-	-	-	2,706,039.36	636.32		4,372,560.01

	Cty Routine Maintenance	CIP LRIP Projects	Cty CIP Projects	DK Jurisdictional Other Rds	FAS Federal	Snow Maintenance	Cty Bridge Aid	Prior Yr CIP - Projects	Transfer To Fund 701	Transfer To Fund 100	Totals
Budget	1,032,455.00	-	3,530,780.00		-	608,400.00	25,000.00	-			5,196,635.00
Budget Amendments	-			-				2,980.00			2,980.00
Amended Budget	1,032,455.00	-	3,530,780.00	-	-	608,400.00	25,000.00	2,980.00			5,199,615.00
Expense	1,023,483.85	-	2,703,059.96	-	-	956,282.18	9,892.37	2,980.00			4,695,698.36

Fund Bal-2018	1,002,628.98
Revenues - 2019	4,372,560.01
Expenses - 2019	4,695,698.36
Revenues under	
Expenses in 2019	<b>(323,138.35)</b>

Unaudited  
**Fund Balance - 2019 679,490.63** 205.33104 in G/L



**DOOR COUNTY**

**Resolution No. 2020-33**

**APPROVE CONTRACT FOR EMAIL ARCHIVAL SOLUTION AND RELATED TRANSFER OF NON-BUDGETED FUNDS**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**

Vote Required: Majority Vote of Total Membership

Motion to Approve      Adopted

1st \_\_\_\_\_ Defeated

2nd \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: \_\_\_\_\_, Corp. Counsel

Reviewed by: \_\_\_\_\_, Administrator

**FISCAL IMPACT:** The fiscal impact is a decrease of \$11,509.68 from Contingency Expense Account; current balance is \$408,289.29 and decrease of \$23,416.67 from Unassigned Fund Bal; current balance is \$14,670,869.57. 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 31st day of March, 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 pertinent part, that  
2           "...no Committee of the County Board shall enter into any contract for a period in  
3           excess of three (3) years without prior approval of the County Board..."; and

4  
5           **WHEREAS**, In accordance with Section 65.90(5)(a) Wisconsin Statutes and  
6           Rules of Order #19 the amounts of the various appropriations and the purposes  
7           for such appropriations stated in a budget may not be changed unless authorized  
8           by a vote of two-thirds of the entire membership of the County Board of  
9           Supervisors; and

10  
11           **WHEREAS**, County must comply with record retention and disposition  
12           mandates, with 7-years being the default retention period; and

13  
14           **WHEREAS**, County's existing archive retention product is no longer viable,  
15           and it is necessary to retain another service provider, and no funds were  
16           appropriated in the 2020 budget for this purpose; and

17  
18           **WHEREAS**, Technology Services Department Staff researched archival  
19           solutions and the Technology Services Director is recommending entering into a  
20           7-year contract with Barracuda Message Archiver at a cost of \$32,509.68; and

21  
22           **WHEREAS**, The Technology Services Committee and Finance Committee  
23           have each considered the matter and accepted and approved the  
24           recommendations of the Technology Services Department, and recommends  
25           transfer of \$11,509.68 from the Contingency Expense account 100.06.1161.59103  
26           and \$23,416.67, from the Unassigned Fund Balance Reserve 100.33101 to the  
27           Capital Outlay Technology Services Expense account 100.13.1106.69901.00013.

28  
29           **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of  
30           Supervisors does hereby approve entering into a 7-year contract with Barracuda  
31           Message Archiver, at a cost of \$32,509.68.

32  
33           **BE IT FURTHER RESOLVED**, That the County Board authorizes transfer of  
34           \$11,509.68 from the Contingency Expense account 100.06.1161.59103 and  
35           \$23,416.67, from the Unassigned Fund Balance Reserve 100.33101 to the Capital  
36           Outlay Technology Services Expense account 100.13.1106.69901.00013.

37  
38           **BE IT FURTHER RESOLVED**, That the Technology Services Director,  
39           subject to the oversight of the Technology Services Committee, shall administer  
40           the contract.

**SUBMITTED BY: FINANCE COMMITTEE**

_____	_____
David Englebert, Chairman	Nancy Robillard
_____	_____
Susan Kohout	Richard Virlee
_____	_____
David Enigl	Laura Vlies Wotachek
_____	_____
Alexis Heim Peter	



**DOOR COUNTY**

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

**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:** 2020 Fiscal impact would be approximately \$5,800 and would be covered from the Payroll Contingency Account.

**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 31st day of March, 2020 by the Door County Board of Supervisors.

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

**Resolution No. 2020-34**  
**APPROVAL OF AGREEMENT TO AMEND COUNTY ADMINISTRATOR CONTRACT**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

1  
2  
3  
4  
5  
6  
7  
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9  
10  
11  
12  
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30  
31

**WHEREAS**, Ken Pabich was appointed Door County Administrator by the Door County Board of Supervisor’s adoption of Resolution No. 2015-50 on June 23, 2015; and

**WHEREAS**, Door County and Administrator Pabich entered into a *County Administrator Contract* on June 23, 2015 (attached hereto as Addendum A and incorporated herein by reference); and

**WHEREAS**, The *County Administrator Contract* was amended, by the Door County Board of Supervisor’s adoption of Resolution No. 2018-55 (attached hereto as Addendum B and incorporated herein by reference); and

**WHEREAS**, The Administrative Committee has considered and is recommending approval of a *Second Amendment to County Administrator Contract* (attached hereto as Addendum C and incorporated herein by reference).

**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does hereby approve the *Second Amendment to County Administrator Contract*.

**BE IT FURTHER RESOLVED**, That the *Second Amendment to County Administrator Contract* shall be effective upon adoption of this resolution.

**BE IT FURTHER RESOLVED**, That the Administrative Committee is vested with the authority and charged with the responsibility to administer the *Second Amendment to County Administrator Contract*.

**SUBMITTED BY: ADMINISTRATIVE COMMITTEE**

_____	_____
David Lienau, Chairman	Susan Kohout
_____	_____
Ken Fisher	John Neinas
_____	_____
Dan Austad	Nancy Robillard
_____	_____
Joel Gunnlaugsson	

## **COUNTY ADMINISTRATOR CONTRACT**

This contract is entered into this 23<sup>rd</sup> day of June, 2015, by and between the County of Door (hereafter “County”) and Kenneth P. Pabich, the prospective Door County Administrator, (hereafter “Administrator”). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, County and Administrator agree as follows:

### **I. DURATION**

- A. This contract will be effective upon the Door County Board of Supervisors’ (hereafter “County Board”) adoption of a resolution approving both this contract and Administrator’s appointment to the position and will continue in full force and effect until August 3, 2018. Thereafter, this contract will renew on an annual basis.
- B. This agreement may be terminated by County or Administrator as provided for herein.

### **II. APPOINTMENT, DUTIES & POWERS.**

- A. County will appoint Kenneth P. Pabich as County Administrator, effective August 3, 2015.
- B. The duties and powers of County Administrator are set forth in Wisconsin law, including Section 59.18, Wisconsin Statutes, together with the codes, policies, regulations and rules of County, which are now existing or which may be hereinafter adopted or enacted by County, and other such legally permissible and proper duties and functions as County Board by itself or through its Administrative Committee shall from time to time assign.
- C. The written county administrator position description, as it currently exists or is subsequently revised by County, is incorporated herein by reference as if set forth in full. A copy of the written county administrator position description, as it currently exists or is subsequently revised by County, will be provided to Administrator by County’s Human Resources Director. Said position description is not intended to cover every kind of work assignment Administrator may have, but rather, is only demonstrative of those work assignments which are predominant and recurring.

### **III. PERFORMANCE**

- A. Administrator will perform the duties and exercise the powers of the position with the degree of competence, diligence, professionalism, skill and tact normally employed by an individual performing the same or similar services.
- B. Administrator will devote the time necessary to properly perform the duties and exercise the powers of the position.
- C. Administrator shall not engage in outside employment without the prior written approval of the Administrative Committee. Otherwise, Administrator may engage in any pursuit that does not interfere with the proper discharge of the duties and exercise of the powers of the position.
- D. Administrator will participate in local, regional, state, and national professional organizations (e.g., Wisconsin County Executives and Administrators Association, Wisconsin City/County Management Association, International City / County Management Association, Wisconsin Counties Association, and National Association of Counties); attend related conferences, meetings, and seminars; *and* participate in other activities for the purpose of professional development. County encourages such participation and will pay the cost for Administrator's membership and attendance, subject to the Administration Committee's review and approval as part of the annual budget process.

### **IV. COMPENSATION AND BENEFITS**

- A. The annual salary of Administrator will be \$ 108,000. County will pay Administrator, for the balance of 2015, a pro-rated salary of \$45,274.24. Administrator's pay for December 20 through December 31, 2015 will be paid on January 6, 2016 as part of the payroll ending January 2, 2016.
- B. Annual salary increases, beginning in 2016, will be commensurate with that of the non-represented employees, and based upon an overall "satisfactory" performance evaluation by the Administrative Committee per section V. below. For purposes of the County Compensation Plan and any across the board wage increase (which is typically applied at the beginning of the calendar year) and any increase based on the performance evaluation

(which is typically applied at the employee's anniversary date), Administrator will be considered and treated the same as any other above the mid-point and non-represented employee.

- C. Administrator is entitled to all benefits provided to department heads as set forth in County's Employee Handbook and Administrative Manual. Also:
1. Administrator shall receive ten (10) days paid-time-off ("PTO") immediately, and will be credited with five (5) years of service for PTO accrual purposes.
  2. Administrator will be reimbursed up to \$4,000 for moving expenses actually incurred and documented.
  3. Administrator shall inform the County Board Chairperson in advance of intended absences of more than three (3) work days.
- D. Administrator's salary or benefits shall not be reduced during the term of this agreement.

#### **V. PERFORMANCE EVALUATION**

- A. The Administrative Committee will review and evaluate Administrator's performance at least once annually prior to each anniversary renewal date hereof. This performance evaluation will be consistent with the evaluation recently approved by the Administrative Committee for use in developing the performance evaluation for the County Administrator, and having been provided to Administrator prior to the execution of this agreement.
- B. The performance evaluation shall be in writing, and Administrator shall be provided with an adequate opportunity to discuss the evaluation with the Administrative Committee.
- C. As part of the written performance evaluation, the Administrative Committee and Administrator will endeavor to agree on goals and objectives for the upcoming year.

#### **VI. REMOVAL / RESIGNATION / TERMINATION BY MUTUAL CONSENT**

- A. Administrator serves at the will of County Board, and may be removed at any time that Administrator's conduct of the county administration becomes, in the sole judgment of County Board, unsatisfactory. The action of County Board in removing Administrator

shall be final. Nothing in this contract will limit, prevent or otherwise interfere with the right of County Board to remove Administrator.

- B. Administrator may resign at any time. Nothing in this contract will limit, prevent or otherwise interfere with the right of Administrator to resign.
- C. Upon mutual written agreement by County and Administrator, this contract and employment of Administrator may be terminated without penalty or prejudice against either County or Administrator. In this event, the County shall pay Administrator all remuneration earned and benefits accrued but unpaid during the period of employment immediately prior to such termination.

## **VII. SEVERANCE PAY**

- A. In the event Administrator is removed by County Board under section **VI. , A.** above, County agrees to pay Administrator a one-time lump sum cash payment equal to one-fourth (1/4<sup>th</sup>) of his current annual salary, accrued PTO up to the annual maximum accrual limit and extend paid health insurance coverage to Administrator and existing beneficiaries for three (3) months following removal.
- B. The severance payment and extension of health insurance coverage set forth in paragraph A. above shall constitute a full settlement payment to Administrator. County's obligation to pay the settlement amount and extend health insurance coverage to Administrator is conditioned upon Administrator executing and delivering to County a complete, final and full release of any and all claims that Administrator may claim he has against County, including but not limited to any claims of wrongful discharge, discrimination or other employment related claims. The release shall be in a form and shall contain such terms as shall be required by County's attorney. Administrator shall not be required to release any pending Worker's Compensation claim nor shall Administrator be required to release any claim that Administrator may have as to entitlement for unemployment compensation benefits or any COBRA health insurance extension coverage arising out of Administrator's removal.
- C. In the event that Administrator is removed for cause, defined as willful neglect of duty or misconduct (malfeasance or misfeasance) in office, then County shall have no obligation

to make the severance payment or extend paid health insurance coverage to Administrator under paragraph A. above or otherwise.

### **VIII. INABILITY TO PERFORM**

- A. If Administrator is unable to perform the duties and exercise the powers of the position for a period of twelve (12) successive weeks beyond any accrued paid leave, *or* for ninety (90) working days over a one hundred twenty (120) working day period, County Board may remove Administrator, subject to the severance requirements of section VII. A. above.
- B. Paragraph A. above does not apply where specific privileges or rights are afforded under the state or federal Family and Medical Leave Acts or other applicable laws, regulations or rules.

### **IX. INDEMNIFICATION**

- A. County recognizes its indemnification obligations under Section 895.46, Wisconsin Statutes.
- B. In the event Administrator is sued for acts committed within the scope of his employment as Administrator, Administrator will be entitled to all the protections afforded by Section 895.46, Wisconsin Statutes.

### **X. NOTICES.**

Any notices required or permitted under this contract shall be in writing and delivered or mailed by certified mail as follows (unless notified in writing of a new address by either party):

<b>County:</b>	<b>Corporation Counsel</b> Door County Government Center 421 Nebraska Street, Sturgeon Bay, WI 54235
<b>Administrator:</b>	<b>Kenneth P. Pabich</b> Door County Government Center, 421 Nebraska Street, Sturgeon Bay, WI 54235

**X. MISCELLANEOUS**

- A. The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this contract shall be held illegal, invalid or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.
- B. No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless and until such is reduced to writing and executed by County and Administrator.
- C. This contract and the rights and obligations of County and Administrator under this contract shall be interpreted according to the laws of the State of Wisconsin
- D. Venue, as to any dispute arising under or in connection with this contract, shall exclusively be in the Circuit Court, County of Door, State of Wisconsin or, if federal jurisdiction exists, the United States District Court-Eastern District of Wisconsin
- E. This contract shall be binding upon and shall inure to the benefit of County and Administrator and upon their respective beneficiaries, heirs and successors.
- F. This contract shall not be subject to the rule of construing ambiguities against the drafter, as this contract is the product of negotiation.
- G. It is understood and agreed that this contract constitutes the entire agreement between the parties with respect to the subject matter hereof.
- H. County and Administrator each represents and warrants that it / he has carefully reviewed, fully understands, and agrees to be bound by this contract. Each party signing this agreement warrants full authorization to enter into the terms hereof.

Dated this \_\_\_\_, day of June, 2015.

Dated this \_\_\_\_, day of June, 2015.

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Daniel Austad, County Board Chairperson

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Kenneth P. Pabich, County Administrator

## AGREEMENT TO AMEND COUNTY ADMINISTRATOR CONTRACT

This *Agreement*, by and between the County of Door (hereafter “County”) and Kenneth P. Pabich (hereafter “Administrator”) is effective August 3, 2018.

County and Administrator previously entered into a *County Administrator Contract* (attached hereto as *Appendix A*, and incorporated herein by reference). The Administrator’s appointment and the *County Administrator Contract* were approved by the Door County Board of Supervisor’s adoption of Resolution 2015-50 on June 23, 2015.

The *County Administrator Contract* (hereafter “*Contract*”) is hereby amended as follows:

❖ Paragraph I. A. of the *Contract* is amended to read as follows:

A. This *Contract* will be effective upon the Door County Board of Supervisors’ (hereafter “County Board”) adoption of a resolution approving this *Agreement* and will continue in full force and effect until December 31, 2022. Thereafter, this contract will continue from year-to-year unless terminated or extended.

❖ Paragraph IV. A. of the *Contract* is amended to read as follows:

A. The salary of the Administrator, subject to all other provisions of this agreement, will be:

1. August 3, 2018 - through August 2, 2019 ... \$120,911.23;
2. August 3, 2019 - through August 2, 2020 ... \$126,956.79
3. August 3, 2020 - through August 2, 2021 ... \$129,495.93
4. August 3, 2021 - through August 2, 2022 ... \$132,085.85
5. August 3, 2022 - through December 31, 2023 ... \$134,727.57.

The foregoing is subject to County’s payroll practices applicable to salaried personnel.

❖ Paragraph IV. B. is amended to read as follows:

B. Annual salary increases set forth in Par. A. 1-5 above, beginning in 2019, are contingent upon Administrator receiving an overall “satisfactory rating” on annual performance evaluation (See: Par. V below).

❖ Paragraph IV. C. 1. is amended to read as follows:

C. Except as otherwise set forth herein, Administrator is entitled to all benefits afforded department heads as provided in County’s Employee Handbook and Administrative Manual.

- 1. Commencing January 1, 2019, Administrator is not eligible for Paid-Time-Off (PTO). Rather, the Administrator will be entitled to five (5) weeks of paid vacation each calendar year. Any vacation time not used prior to the end of a calendar year is lost (i.e., may not be used in in any subsequent year and will not be paid out).

❖ Paragraph IV C.2. is amended to read as follows:

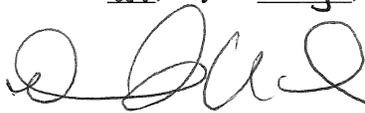
- 2. Administrator may, beginning in 2019 and each year thereafter, elect to receive \$100 per month to cover all expenses of operating his personal vehicle for official County use. This is in lieu of the standard mileage rate allowance. **\*\*\*SUCH MAY BE TAXABLE AS WAGES\*\*\***

❖ Paragraph VII. A. of the *Contract* is amended to read as follows:

- A. In the event Administrator is removed by County Board under Section VI., A., above, County Agrees to pay Administrator a one-time lump sum cash payment equal to one-fourth (1/4<sup>th</sup>) of his current annual salary and extend health insurance coverage to Administrator and existing beneficiaries for four (4) months following removal.

Except as modified herein all terms and conditions of the original *County Administrator Contract (Appendix A)* shall remain in full force and effect.

Dated this 28, day of Aug., 2018.

  
 \_\_\_\_\_  
 David Lienau, County Board Chairperson

Dated this 28, day of Aug., 2018.

  
 \_\_\_\_\_  
 Kenneth P. Pabich, County Administrator

## ADDENDUM C to Resolution 2020-34

**SECOND AMENDMENT**  
**TO COUNTY ADMINISTRATOR CONTRACT**

This *Agreement*, by and between the County of Door (hereafter “County”) and Kenneth P. Pabich (hereafter “Administrator”) is effective **March 31, 2020**.

County and Administrator previously entered into a *County Administrator Contract* (Resolution 2015-50) and *Agreement to Amend County Administrator Contract* (Resolution 2018-55) each attached hereto as *Appendix A & B* respectively, and incorporated herein by reference.

The *County Administrator Contract* (hereafter “*Contract*”) is hereby further amended as follows:

❖ Paragraph IV. A. of the *Contract* is amended to read as follows:

A. The **annual salary equivalent** of the Administrator, subject to all other provisions of this agreement, will be:

1. August 3, 2018 - through August 2, 2019 ... \$120,911.23
2. August 3, 2019 - through **April 10, 2020** ... \$126,956.79
3. **April 11, 2020 - through August 2, 2021** ... \$134,574.20
4. August 3, 2020 - through August 2, 2021 ... \$137,265.68
5. August 3, 2021 - through August 2, 2022 ... \$140,010.99
6. August 3, 2022 - through August 2, 2023 ... \$142,811.21

The foregoing is subject to County’s payroll practices applicable to salaried personnel.

❖ Paragraph IV. B. is amended to read as follows:

B. Annual salary increases set forth in Par. A. 1-5 above, beginning in 2020, are contingent upon Administrator receiving an overall “satisfactory rating” on annual performance evaluation (See: Par. V below). **The annual salary equivalent can be amended by the County Board should County Board amend the Wage Structure by Aging or by a Wage Study.**

Except as modified herein all terms and conditions of the original *County Administrator Contract* (*Appendix A*) and *Agreement to Amend County Administrator Contract* (*Appendix B*) shall remain in full force and effect.

Dated this \_\_\_\_, day of \_\_\_\_\_, 2020.

Dated this \_\_\_\_, day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
David Lienau, County Board Chairperson

\_\_\_\_\_  
Kenneth P. Pabich,  
County Administrator





**DOOR COUNTY**

**Ordinance No. 2020-02**

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

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

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

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

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

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

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

**SUBMITTED BY:**

\_\_\_\_\_  
Dave Lienau, Chairman  
Door County Board of Supervisors

**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

**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 31st day of March, 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: \_\_\_\_\_



# FACT SHEET

Number 8

February 1997

## SELF-ORGANIZED COUNTIES

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

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

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

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

- *Use of staggered terms for the supervisors, electing half of them each year rather than electing them all each even-numbered year.* [§59.10(1)(b)] Without self-organization, all supervisors are to be elected on the first Tuesday in April in even-numbered years and take office on the third Tuesday in April of that year (except in 1996, when the desire for an early presidential preference primary led the legislature to move the spring general election to mid-March). Self-organization allows the use of staggered terms. [§59.10(3)(d)]
- *Compensation of supervisors for attendance at board meetings and paying mileage.* [§59.10(1)(c)] Non-self-organized boards already have several options. Self-organization would allow the board to be as creative as it wished, except that compensation would have to be set by the statutorily required date and the board could not give a mid-term compensation increase for itself. *For the statutes that control board compensation in the absence of self-organization, see Note below.*
- *Filling vacancies in the office of county supervisor.* [§59.10(1)(d)] A county may adopt its own procedures. Without self-organization, vacancies are filled by the board chairperson for the unexpired term, with the approval of the board. [§59.10(3)(e)]

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

- A majority of the *whole* board adopts an ordinance invoking the authority of the authorizing statute, §59.10(1). A certified copy of the adopted ordinance is filed by the county clerk with the Wisconsin Secretary of State.
- The county board adopts the policies it desires regarding possible staggered terms, compensation for board members, and the method for filling vacancies on the county board.

**How self-organization relates to administrative home rule:** Sections 59.03 and 59.04 of Chapter 59 provide for administrative home rule. This legislation grants counties flexibility in administrative and organizational matters — such as grouping functions into departments and establishing committees to supervise those departments.

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

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

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

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

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

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

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

§59.10(3)(j) **Supplementary compensation.** The board, in establishing an annual salary, may enact an ordinance for a per diem for all committee meetings attended in excess of 40 committee and board meetings.



**DOOR COUNTY**

**ORDINANCE NO. 2020-03  
AMENDMENT OF CHAPTER 13 DOOR COUNTY CODE  
AIRPORT REGULATIONS**

The Door County Board of Supervisors does hereby ordain as follows:

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

**BOARD ACTION**

Vote Required: Majority Roll Call Vote of a Quorum

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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 31st day of March, 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 \_\_\_\_\_

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**WHEREAS**, The Highway & Airport Committee has reviewed and recommends amendment of Chapter 13 Door County Code; and

**WHEREAS**, Amended Chapter 13 Door County Code is attached hereto as Exhibit A and incorporated herein by reference as if set forth in full;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD THAT**, Chapter 13 Door County Code is hereby amended as reflected in Exhibit A.

**BE IT FURTHER ORDAINED BY THE COUNTY BOARD THAT** This Ordinance supersedes existing Chapter 13 Door County Code.

**BE IT FURTHER ORDAINED BY THE COUNTY BOARD THAT** This Ordinance shall be in full force and effect from and after its enactment and publication.

**SUBMITTED BY:  
Highway & Airport Committee**

\_\_\_\_\_  
John Neinas, Chairman

\_\_\_\_\_  
Roy Englebert

\_\_\_\_\_  
Joel Gunnlaugsson

\_\_\_\_\_  
Randy Halstead

\_\_\_\_\_  
Ken Fisher

## CHAPTER 13 AIRPORT REGULATIONS

### 13.01 DEFINITION OF WORDS AND PHRASES. Terms used in this chapter mean as follows:

"Airport" means the Door County Cherryland Airport.

"ALP" means Airport Layout Plan.

"Corporate Hangar" means a building housing one or more aircraft for the personal or business use of the hangar owner or lessee, and wherein no commercial activities are allowed.

"Fixed-Base Operator" means any person, firm, corporation, or association conducting any aeronautical business on the airport.

~~"Manager"~~ "Superintendent" means the Highway / Airport Commissioner or Airport ~~Manager~~ Superintendent of the Door County Cherryland Airport under Section 13. 03.

"Multiple T-Hangar" means a building composed of partitioned, nested units designed to house no more than one aircraft in each unit and having single door openings for each unit.

"Owner" means Door County.

"Committee" means the Door County ~~Airport and Parks~~ Highway and Airport Committee, which has jurisdiction for the construction, improvement, equipment, maintenance and operation of the airport.

### 13.02 AIRPORT LAND USE. In order to regulate the development and use of the Airport, the Airport Layout Plan (ALP) as revised, depicts those areas dedicated to the specific uses described in Section 13. 05. (9/06)

### 13.03 ~~AIRPORT AND PARKS~~ HIGHWAY AND AIRPORT COMMITTEE.

- (a) The ~~Airport and Parks~~ Highway and Airport Committee ("Committee") shall have jurisdiction for the construction, improvement, equipment, maintenance, and operation of the Airport.
- (b) The Committee shall adopt regulations and establish fees or charges for the use of the Airport not inconsistent with this chapter. Such regulations, fees, and charges will become effective when approved by the Owner.
- (c) The Committee may employ a ~~Manager~~ Superintendent whose duties and responsibilities shall be specified in writing and whose salary shall be approved by the Owner.
- (d) The ~~Manager~~ Superintendent, under the supervision of the Committee shall have the duty of administering and enforcing all airport ordinances, leases and agreements, and rules and regulations.
- (e) The Committee ~~and the Manager~~ shall meet ~~as necessary at the Airport at least once each calendar quarter~~ to inspect the Airport facilities, review Airport operations and financial matters, and discuss proposed Airport development and other business.
- (f) The Committee shall, in cooperation with the Finance Department, establish an airport accounting system of sufficient detail to enable the Committee to accurately establish rates and charges, eliminate inefficient operation and maintenance practices, and accomplish sound financial planning.
- (g) The Committee and ~~Manager~~ Superintendent shall prepare and submit an annual report to the Owner. Such report shall include current information on aircraft operations, based aircraft, airport expenditures and revenues, along with comparative figures for the past year and projections for the coming year, and include other information deemed pertinent.
- (h) The Committee shall prepare and submit to the Owner an annual budget setting forth anticipated revenues and expenditures, including capital improvements.
- (i) The Committee shall prepare and submit for adoption by the Owner an ordinance establishing minimum requirements for the conduct of aeronautical services on the Airport and an ordinance regulating vehicle and pedestrian traffic on the Airport.
- (j) The Committee shall prepare and submit for adoption by the Owner standard leases and agreements for the various types of airport activities and land uses authorized in this chapter.
- (k) The Committee shall make studies and conduct surveys as appropriate to assist in improving the operation of the Airport. It shall cooperate with the Wisconsin Bureau of Aeronautics and the Federal Aviation Administration in airport and system planning functions and other activities.
- (l) The Committee shall cooperate with, and receive the cooperation of, all county departments providing services or assistance to the Airport.

### 13.04 AIRPORT OPERATION POLICIES. The Committee, in carrying out its duties and responsibilities, shall adhere to the following policies:

- (a) The Owner shall encourage the development of the Airport, especially in those areas where substantial building costs are incurred by lessees, by approving long-term leases which provide for the re-examination

and readjustment of rates and charges at specified periods of time during the term of the lease.

- (b) The Owner may provide or participate in the installation of utility service up to a lessee's property line. The lessee shall bear such costs on his leased property.
- (c) No person shall engage in any business or commercial activity whatsoever at the Airport except under the terms and conditions prescribed in a written agreement executed between such person and the Owner. Such persons, including lessees, shall be selected on the basis of their qualifications, financial capabilities, and services offered and not solely on a bid basis. In determining the use of public building space, first consideration shall be given to public necessity and convenience. The Owner will provide the Wisconsin Bureau of Aeronautics with one complete copy of each current agreement, contract or lease.
- (d) Buildings to be constructed by lessees shall conform to all state and local building codes, and the building plans shall be subject to approval of the Committee; Wisconsin Department of Industry, Labor and Human Relations; Wisconsin Bureau of Aeronautics; and the Federal Aviation Administration. (par. (c) and (d) am. 24-81, 8/20/81)
- (e) No person shall engage in the activity of storing, transporting, or dispensing of aviation fuels to the general public except those persons satisfying the requirements as set forth in the 'Minimum Standards Ordinance'. (See Ch. 14)
- (f) No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons satisfying the requirements as set forth under Section 13.05 (j) Fuel Farm Area, and holding a written agreement with the Owner to do so.
- (g) The storage of all aviation fuel shall be in underground tanks only, and the Committee shall encourage the installation of all aviation fuel storage in the Fuel Farm Area. (9/06) as depicted on the ALP
- (h) Aircraft ground access to the Airport property shall not be allowed, except from an approved Airport Industrial Park as depicted on the ALP.

**13.05 ESTABLISHMENT OF LAND USE AREAS.** In order to carry out the purposes and provisions of this chapter, the following land use areas are hereby established as depicted on the current Airport Layout Plan:

- (a) Municipal Terminal Area. (BLDG 10) This area shall be reserved for the public terminal building and other public use facilities.
- (b) Utility and Service Area. (BLDG 3, 6 & 11) This area shall be reserved for utility, service, crash, fire and rescue and maintenance facilities operated by the Owner.
- (c) Commercial Aviation Areas. (Hangar 8 & 72)
  1. This area shall be reserved for commercial aviation business normally conducted by fixed base operators. Allowable activities include but are not limited to: aircraft sales and rental; airframe, power plant, and instrument repair; aircraft fuel and oil dispensing; flight training; and air taxi service.
  2. Minimum lot sizes shall be in conformity with the Airport Layout Plan and building heights shall conform with Part 77 of the Federal Aviation Regulations, and buildings set back at least 10 feet from the lot line.
  3. The location of specialized commercial aviation businesses that pose special safety and operational problems, such as agricultural spraying facilities, shall be considered on an individual basis by the Committee.
- (d) Corporate Hangar Area. Hangars (13 – 28, 31 – 71)
  1. This area shall be reserved for noncommercial hangars, excluding multiple T-hangars, and the exclusive use of this area shall be aircraft housing. No commercial activities shall be conducted from a corporate hangar. No flammable liquids shall be stored above or below the ground, nor shall aviation fuel be dispensed in this area other than by dispensing equipment operating from the commercial aviation areas or fuel farm -areas.
  2. Lot sizes shall be in conformity with the Airport Layout Plan and building heights shall conform with Federal Aviation Regulations, and buildings set back at least 10 feet from the lot line.
  3. Hangar number 73, 74 & 75 are allowed to be used for both corporate hangar area use and commercial hangar area use. (9/06)
- (e) Multiple T-Hangar Areas. Currently no T – Hangars exist, though may consider constructing in new hangar area east of runway 2.
  1. This area shall be reserved for the location of multiple unit T-hangars for the storage of aircraft. No commercial activities shall be conducted from a multiple T-hangar. No flammable liquids shall be stored or used in this area, nor shall aviation fuel be dispensed into any aircraft while in a hangar. Aircraft, vehicles, and equipment shall be parked in a manner which does not interfere with the movement of aircraft. Aircraft maintenance or repair that creates a fire hazard or endangers other aircraft or property to another is prohibited.
  2. Lot sizes and setbacks shall be in conformity with the Airport Layout Plan and building heights shall conform with Part 77 of the Federal Aviation Regulations.

- (f) Tie-Down Areas. These areas are reserved for long term parking of aircraft based on the Airport, or those transient aircraft remaining overnight.

Temporary tie-down areas may be designated by the Committee or ~~Manager~~ Superintendent.

- (g) Public Apron Areas. These areas are reserved for unloading or loading passengers and cargo, refueling aircraft, and temporary parking of aircraft.
- (h) Auto Parking Areas. These areas are reserved for automobile parking. Temporary vehicle parking areas may also be designated by the Committee or ~~Manager~~ Superintendent.
- (i) Agricultural Area. These areas are reserved for agricultural purposes under approved leases until such time as they are designated for other purposes by the Committee.
- (j) Fuel Farm Area. This area is reserved for the underground storage of fuel used in aircraft.

A written agreement between a fuel farm tenant, other than a fixed base operator, and the Owner shall contain, but shall not be limited to, the following provisions:

1. At no time shall tenant share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in this agreement.
  2. Tenant shall install and maintain all fuel facilities within the fuel farm in accordance with plans and specifications approved in writing by the Committee.
  3. Tenant shall comply with all federal, state and local laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment, and dispensing trucks.
  4. Dispensing trucks, bulk fuel trucks, emergency vehicles, and other vehicles approved by the Committee or ~~Manager~~ Superintendent shall be the only vehicles permitted within the fuel farm.
  5. All fuel storage shall be in underground tanks with only necessary equipment such as valves, meters and vents protruding above ground.
  6. Each prospective fuel farm tenant shall submit to the Committee a written proposal which sets forth the extent of operations to include: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size, and condition of all fueling facilities and equipment to be used; and provisions for the security and safety of the facility.
- (k) Wooded and Open Lands: These areas are to remain as is. No Non-Aeronautical activities are to be allowed except for Snowmobiling as discussed in section 13.10 (a) and hunting as discussed in section 13.11 (h&i).

**13.06 SEVERABILITY.** The several provisions of Airport Operation Regulations, Sections 13.01 through 13.05, shall be deemed severable, and it is expressly declared that the Owner would have passed the other provisions of Sections 13.01 through 13.05, irrespective of whether or not one or more provisions may be declared invalid. And, if any provision of Sections 13.01 through 13.05 or the application thereof to any person or circumstances is held invalid, the remainder of Sections 13.01 through 13.05 and the application of such provisions to other persons or circumstances shall not be affected thereby.

**13.07 HEIGHT REGULATIONS NEAR AIRPORT.**

- (a) Definitions. Terms used in this section mean as follows unless the context otherwise requires:

"Airport" means The Door County Cherryland Airport located in Sections 1 and 2, Town 27 N. Range 25 E, Door County, Wisconsin.

"Airport hazard" means any structure, object of natural growth, or use of land which obstructs the air space required for the flight of aircraft in landing or taking off at an airport or is otherwise hazardous to such landing or taking off.

"Nonconforming use" means any structure, tree or use of land which does not conform to a regulation prescribed in this section or any amendment thereto, as of the effective date of such regulation.

"Person" means any individual, firm, partnership, corporation, company, association, assignee, or other similar representative thereof.

"Structure" means any object constructed or installed by man.

"Tree" means any object of natural growth, except farm crops which are cut at least once a year, and except shrubs, bushes or plants which do not grow to a height of more than five feet.

"Runway" means a level portion of an airport having a surface specially developed and maintained for the landing and take-off of aircraft.

- (b) Zones. All zones established by this section are as shown on the map dated March, 1974, entitled "Official Door County Height Limitation Zoning Map, Cherryland Airport, Door County, Wisconsin," which is adopted as part of this section. This official map shall be kept in the office of the Door County Planning Department, Government Center, 421 Nebraska St., Sturgeon Bay, Wisconsin, and shall be available for public inspection during regular office hours.
- (c) Height Limitation Zones. Except as otherwise provided in this section, no structure shall be constructed, altered, located or permitted to remain after such construction, alteration or location, and no trees shall be allowed to grow to a height in excess of the height limit indicated on the map referred to in subsection (b).
1. Exceptions. The restrictions contained in this subsection shall not apply to objects which are less than 35 feet in height above ground level at the object site.
- (d) Use Restrictions.
1. Activities. Notwithstanding the provisions of subsection (c), no use may be made of land in any zone in such a manner as to create electrical interference with radio communication between the airport and aircraft, or make it difficult for pilots to distinguish between airport lights and others, or result in glare in the eyes of pilots using the airport, or impair visibility, in the vicinity of the airport or otherwise endanger the landing, taking off or maneuvering of aircraft.
- (e) Nonconforming Uses.
1. Not Retroactive. The regulations prescribed in subsections (b) and (c) shall not be construed to require the removal, lowering or other change or alteration of any nonconforming use, or otherwise interfere with the continuance of any nonconforming use, except as otherwise provided by subsection (g) 2.
  2. Changes. Nothing herein contained shall require any change in the construction, alteration or intended use of any structure, if the construction or alteration of such was begun prior to the effective date of this section (10/20/77) and if such is diligently prosecuted.
  3. Removal. This section shall not interfere with the removal of nonconforming uses by purchase or the use of eminent domain.
- (f) Administration. It shall be the duty of Door County to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Zoning Administrator upon a form furnished by him. Applications which are by this section to be decided by the Zoning Administrator shall be granted or denied within 14 days of the date of filing of the application, unless Federal Aviation Administration approval is requested. Applications requesting action by the Door County Board of Adjustment shall be forthwith transmitted by the Zoning Administrator to the Board for hearing and decision. Permit and appeal fees shall be required in the same amount and manner as provided in the Door County Zoning Ordinance.
- (g) Permits.
1. Future Uses. No structure shall hereafter be constructed, erected or installed, or be permitted to remain in any zone created by subsection (b) until the owner or his agent shall have applied in writing for a permit therefor and obtained such permit from the Zoning Administrator, except structures less than 35 feet in height above the ground. Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation or establishment. Application for such permit shall indicate the use with sufficient particularity to permit the Zoning Administrator to determine whether such use would conform to the regulations herein prescribed. If such determination is in the affirmative, the Zoning Administrator shall issue the permit applied for. In no event will this permit have the effect of negating any other applicable zoning, building or other like permit.
  2. Existing Uses. Before any nonconforming structure may be replaced, altered, or rebuilt, a permit shall be applied for and secured in the manner prescribed by paragraph 1. above authorizing such change, replacement or repair. No such permit shall be denied if the structure will not become a greater hazard to air navigation than it was on the effective date of this section (10/20/77) or than it was when the application for permit was made.
- (h) Hazard Marking and Lighting. Any permit or variance granted under subsections (g) and (i) may, if such action is deemed advisable by the approving authority to effectuate the purpose of this section and if such is reasonable in the circumstances, be so conditioned as to require the owner of the structure or trees in question to permit the County of Door at its own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to the flyers the presence of an airport hazard.
- (i) Board of Adjustment. The Door County Board of Adjustment, as provided in Section VIII. A. of the Door County Zoning Ordinance, shall have the responsibility of considering any appeals or request for grants of variance as provided in this section.
- (j) Appeals and Review.
1. Variances. Upon appeal the Board of Adjustment may, after investigation and public hearing, grant

such variances from the terms of this section as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of this section would result in unnecessary hardship, and such relief will do substantial justice and be in accord with the spirit of this section, and does not create a hazard to the safe, normal operation of aircraft.

2. Aggrieved Person. Any person aggrieved or affected by any decision or action of the Zoning Administrator made in his administration of this section may appeal such decision or action to the Board of Adjustment. Notice of such appeal shall be filed in the office of the Zoning Administrator on forms provided by him within 30 days of the date of mailing of said decision. Included therein shall be stated the grounds of the appeal.
  3. Procedure. Any appeal taken pursuant to this section shall be in conformity with the procedure established by Section 59. 99, Wisconsin Statutes.
- (k) Penalties. Any person violating any of the provisions of this section shall, upon conviction, forfeit not less than \$10 nor more than \$100 for such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the County Jail until said forfeiture and costs are paid, but not to exceed 30 days for each violation. Each day that a violation continues to exist shall constitute a separate offense.
- (l) Severability. If any of the provisions of this section or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the section which can be given effect without the invalid provision or application, and to this end the provisions of this section are declared to be severable.

### 13.08 VEHICULAR AND PEDESTRIAN TRAFFIC.

- (a) Definition of Words and Phrases. Terms used in this section mean as follows:

Pedestrian: Any person afoot.

Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn excepting aircraft.

Emergency Equipment: Crash, fire, and rescue, or police motor vehicles, and such other equipment as the ~~Airport and Parks~~ Highway and Airport Committee may designate as necessary to safeguard airport runways, taxiways, ramps, buildings, and other property.

Service, Maintenance and Construction Equipment: Approved equipment normally operated by the Airport ~~Manager~~ Superintendent or his designee, the Federal Aviation Administration and landing areas, runways, taxiways and roads for the servicing, maintenance and construction of airport facilities and services or for the servicing of aircraft. This definition shall include equipment owned and operated by a contractor performing work on the airport under a contractual agreement with the County of Door.

- (b) Operation of Vehicles on Runways, Taxiways, and Ramps. No vehicle shall enter, be driven upon, or operated upon any airport runway, taxiway, ramp, tie-down area, or any area posted by signs prohibiting the entrance thereon.

The provisions of this subsection shall not apply to emergency equipment and/or service, maintenance, and construction equipment when engaged in performing normal duties.

Aircraft owners may be granted authorization by the Airport ~~Manager~~ Superintendent or his designated representative to operate a vehicle to reach their own aircraft in a tie-down area. Aircraft owners desiring to operate a vehicle for this purpose will request such authorization in advance. Any authorization granted shall apply only to a specific need request. Blanket-type authorizations shall not be granted. Unless specifically authorized, aircraft owners shall not pass over a runway, taxiway, or ramp and shall proceed through said tie-down area at a speed not to exceed 10 miles per hour. They shall not at any time park a vehicle on any area used for the movement of aircraft. ~~Such authorization shall not be granted contrary to the provisions of Part 139, Federal Aviation Regulations.~~

- (c) Speed of Vehicles. No vehicle shall be driven upon any road within the perimeter of the Airport, or upon other airport areas, in excess of the speed limit posted at the entrance to said Airport, nor shall the driver of any vehicle fail to adhere to any sign posted to regulate vehicular traffic on or about Door County Cherryland Airport.
- (d) Pedestrian Traffic on Airport. No pedestrian shall be allowed beyond the administration area or upon the apron or aircraft tie-down area unless for the purpose of embarking in or disembarking from an aircraft, or unless authorized by the Airport ~~Manager~~ Superintendent. Pedestrian traffic is prohibited in taxiways, runways, and outlying areas of the Airport except for those employees of the county, state, federal government, or contractors engaged in airport construction or maintenance work.
- (e) Enforcement. It shall be the duty of the law enforcement agencies of Door County to enforce the provisions of this section.

- (f) Penalties. Any person who shall violate any of the provisions of this section shall upon conviction thereof forfeit not less than \$20 nor more than \$200, together with the costs of prosecution, and in default of payment of the forfeiture and costs of prosecution shall be imprisoned in the County Jail not exceeding 90 days.

### 13.09 VEHICLE PARKING.

- (a) Terms. Vehicles as used herein are defined as all self-propelled motor vehicles.
- (b) Areas. It shall be unlawful to park any vehicle in any area on Door County Cherryland Airport property except those areas which have been designated as parking areas.
- (c) Permits. It shall be unlawful to park a vehicle overnight in a designated parking area without first having obtained a permit. Monthly and annual permits will be of the card type and shall be affixed to the window of the vehicle. Such permit is not transferable from car to car. All parking fees shall be paid in advance.
- (d) Enforcement. It shall be the duty of the Airport ~~Manager~~ Superintendent and Door County law enforcement agencies to enforce the provision of this section.
- (e) Penalties. Any person violating any of the provisions of this section shall have their vehicle towed away at the owner's expense. In addition such person shall be subject to forfeiture of not less than \$10 nor more than \$200 per day, each day being a separate offense.

### 13.10 SNOWMOBILES AND MOTOR VEHICLES.

- (a) It shall be unlawful for any person to operate a snowmobile or any other motor vehicle, at any time, on the Door County Cherryland Airport property which is bordered by County Trunk "C" to the south, County Trunk "PD" to the west, and Potawatomi State Park to the north, and which is located in the Township of Nasewaupée, unless permission is granted by Airport ~~Manager~~ Superintendent.  
~~Snowmobiles may be operated on the snowmobile trail which is established, maintained, and visibly marked by the Door Drifters Snowmobile Club along the northeast corner of the Cherryland Airport property.~~
- (b) Any person who violates any provision of this section shall, upon conviction thereof, forfeit not less than \$50 nor more than \$2400, together with the costs of prosecution and court costs, and if in default of payment thereof, shall be imprisoned in the County Jail not more than 30 days.

### 13.11 PUBLIC CONDUCT ON AIRPORT PROPERTY AND IN AIRPORT FACILITIES AND PROTECTION OF AIRPORT PROPERTY

- (a) Applicability. This section shall apply to all property and buildings in and on that property described as the Airport. The word airport in this section shall include any such real property, building or access or any other provided area owned or supervised by the County and intended for utilization as an aviation facility.
- (b) Animals Prohibited. It shall be unlawful for any person to allow dogs to run at large at any time on Airport Property. All dogs on Airport property must be kept on a leash by the owner at all times. Any dog feces deposited anywhere on Airport property must be picked up and properly disposed of by the owner in a timely manner.
- (c) Rubbish or litter to be disposed of. No person shall place or leave any rubbish or litter of any nature on or within any property or facility of the Airport, except in designated receptacles.
- (d) Fire Prohibited. No fires shall be permitted in any Airport facilities or on any Airport property, except controlled grass burning authorized by the ~~Airport's regional director~~ Highway / Airport Commissioner or Airport Superintendent.
- (e) Use of amplification systems restricted. Except for the terminal area, no amplification system shall be operated in or on the County Airport Property without authorization from the ~~Manager~~ Superintendent. Authorized operation shall not be at such a level and volume as to unreasonably disturb others, either in Airport buildings or on Airport property or the surrounding area.
- (f) Secure Areas Restricted. No unauthorized person shall be allowed on Airport land designated as a secure area for the orderly and safe approach, movement and take-off of aviation traffic.
- (g) Camping Prohibited. No camping shall be allowed upon Airport property except in those areas designated by the ~~Airport Director~~ Highway / Airport Commissioner or Airport Superintendent or a designee.
- (h) Fire Arms. It shall be unlawful, unless authorized by law, for any person to have in his possession or under his/her control any firearm or air gun unless the same is unloaded and enclosed in a carrying case, or any bow unless the same is unstrung or enclosed in a carrying case while on airport property, except during the open hunting season, in the designated hunting area, and provided the person possesses a valid hunting permit issued by the Door County Cherryland Airport ~~Manager~~ Superintendent or designated staff person.

- (i) The following are the only permitted hunting activities allowed on airport property:

Coyote

Deer – Bow or gun (Shot gun)

Goose

Turkey

If demand exceeds the quota, permits will be issued at the discretion of the ~~Airport Director~~ Highway / Airport Commissioner or Airport Superintendent. All state hunting regulations and license requirements apply.

- (j) Damaging Property. It shall be unlawful for any person to destroy, molest or deface any natural growth or natural features of any county buildings or property. Permanent stands or blinds are prohibited. Screw-in steps are not allowed. Portable stands must be labeled with owners name and address. The cutting of shooting lanes is prohibited
- (k) Enforcement. It shall be the duty of the Airport ~~Manager~~ Superintendent and Door County law enforcement agencies to enforce the provision of this section.
- (l) Penalties. Any person violating any of the provisions of this section shall have their vehicle towed away at the owner's expense. In addition such person shall be subject to forfeiture of not less than \$10 nor more than \$200 per day, each day being a separate offense.

(Ord. 1-73; 1/16/73) (Ord. 5-77; 6/21/77) (Ord. 6-77; 10/20/77) (Ord. 10-78; 10/10/78)

(Ord. 8-81; 2/19/81) (Ord. 2008-14; 9/23/08) (Ord. 2020-03; 3/31/20)



**DOOR COUNTY**

**Ordinance No. 2020-04**

**PROCEDURE FOR CONVENING COUNTY BOARD IN A DECLARED EMERGENCY PER § 59.11(2)(a), WIS. STATS.**

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

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

**BOARD ACTION**  
Vote Required: Majority Vote of a Quorum

Motion to Approve      Adopted

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 31st day of March, 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: \_\_\_\_\_

1           **WHEREAS**, Pursuant to § 59.11(2)(a), Wis. Stats. a county board by  
2 ordinance may establish a separate procedure for convening the board in  
3 a “declared emergency” as defined by county ordinance; and

4  
5           **WHEREAS**, A declared emergency is any situation deemed to be of a  
6 significant threat to the health, safety, or welfare of the citizens or  
7 environment of the county, and requiring immediate discussion or action of  
8 the board.

9  
10          **NOW, THEREFORE, BE IT RESOLVED**, by the Door County Board  
11 of Supervisors that the County Board Chairperson or, in his/her absence,  
12 Vice Chairperson or County Administrator, is authorized to declare an  
13 emergency under this ordinance for the purpose of convening the County  
14 Board.

15  
16          **BE IT FURTHER RESOLVED**, If an emergency meeting is called, and  
17 there is not sufficient time to notify board supervisors by mailing an agenda,  
18 an attempt will be made to notify each supervisor by phone, or messenger,  
19 or any other practical means.

20  
21          **BE IT FURTHER RESOLVED** An emergency meeting shall take place  
22 not less than two (2) hours after an attempt to contact all members of the  
23 board of supervisors has occurred.

24  
25          **BE IT FURTHER RESOLVED**, That all statutory requirements  
26 regarding public notice of the meeting will, to the extent feasible, be met.

27  
28 This ordinance shall take effect upon passage and publication according to  
29 law.

**SUBMITTED BY:**

\_\_\_\_\_  
Dave Lienau, Chairman  
Door County Board of Supervisors



## Door County Board of Supervisors

The Government Center • 421 Nebraska Street • Sturgeon Bay, WI 54235

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**David Lienau**, County Board Chairman

TO: All Supervisors

FROM: David Lienau, Chairman

DATE: March 31, 2020

RE: Summary of Accomplishments: April 2018 – April 2020 Term

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Many times, we do not take the time to reflect on what we have accomplished as County. I think it is important to acknowledge the work of the all the Supervisors and thank them for the time and service they have given over our 2018-2020 term. Between our time with constituents, committee meetings, tours, conferences, and County Board meetings, you have all provided a great service to the residents and visitors of Door County.

Below is a summary of the work that we have accomplished over the past term. I want to thank each of you for your leadership, time and dedication to Door County.

### **Ordinances:**

During this current term, the County Board considered 28 Ordinances; 27 were enacted and 1 failed.

- 14 from Land Use Services / Resource Planning Committee
- 4 related to ATV/UTV Routes (1 of which failed)
- 4 related to Door County Code Chapter 240.002 – Speed Limits

### **Resolutions:**

During this current term, the Board considered a total of 171 Resolutions; 169 adopted and 2 defeated. Some of the routine resolutions included:

- 30 Gift, Grant or Donation
- 13 Contracts or Agreements in excess of three years
- 13 Appointments to Committees, and Poet Laureate
- 14 Personnel related (Compensation, Bargaining, Benefits)
- 12 Transfer of Funds
- 10 Legislative
- 8 Equipment purchases
- 8 Recognition / Proclamations
- 6 Budget related (including CIP, carryforwards, etc.)
- 3 Confirming Appointments (Finance Director, Veterans Service Office, and Dist. 13. Supervisor)
- 3 In Memoriam (former Supervisors Leo Zipperer, Keith Bridengahen, and Tom Reynolds)

Some of the notable resolutions were:

- Technology
  - Support for the Sturgeon Bay Community Fiber Network
  - Fiber deployment with NWTC-Sister Bay & Bjorklunden
  - Support of multiple Public Service Commission broadband grants
- Environment
  - Support for the treatment of invasive species
  - Support of the Dunes lake management project
  - Support of the Forestville Dam and Millpond management project
  - Support for the National Estuarine Research Reserve (NERR) Designation in Northeast WI
  - Support of a Countywide well water testing program
- Economic Development / Housing
  - Support for the County-wide Housing Study
  - Support for the West Side School Redevelopment Project for Housing
  - Donation of In Rem properties for affordable housing
  - Support for the establishment of a new revolving loan fund program
- Employment
  - Support for pay incentives for County employees and the County wage plan
  - Support for a Health Insurance Premium Holiday
  - Support for new contracts with the represented units (Sheriff and Emergency Services)
  - Support for alternative work schedules for County Employees
  - Support for the Ahnapee Youth Apprenticeship Program and County participation
- Significant Programs
  - Support for the School Liaison Officers
  - Support for creation of Drug Treatment Court
  - Youth Treatment Program
  - Merger of Public

Significant Capital Projects include:

- The Community Center (ADRC) and Central Emergency Services Building
- Acquisition of additional property for Door Bluff Highlands County Park
- Acquisition of the former Younkers Building
- Funding / Construction for the Sheriff Cold Storage Building
- Funding for a Washington Island Government Facility
- Funding our County Roads program to maintain 20-year service cycle



## County of Door HUMAN RESOURCES

County Government Center  
421 Nebraska Street  
Sturgeon Bay, WI 54235

Fax: 920/746-2538  
PH: 920/746-2305

**To:** David Lienau, Board Chairman  
Administrative Committee

**From:** Kelly A. Hendee, Human Resources Director

**Date:** February 12, 2020

**Re:** County Administrator Evaluation Process

### Background:

In 2015, the County adopted the International Cities/County Management Association (ICMA) evaluation format for the County Administrator. This is the same format that other Northeast Counties have adopted and tailored to suit their needs.

The process of distributing and collecting evaluations is conducted through the Human Resources Department, then turned over to the County Board Chairman for review. The Administrative Committee would review and discuss the evaluations and take a summary to County Board.

As part of the evaluation process, they are currently sent to Outside Constituents, Department Heads, and County Board Supervisors. Evaluations are distributed in August of each year, based on the hiring date of the current Administrator. Increases are not tied to the outcome of the evaluations but follow the compensation outlined in the County Administrator's contract.

Attached for your review are the three sets of evaluation questions. The 2019 review had the following response rate:

- 15 - Department heads completed one, including 1 Elected Official. (8 Elected Officials; 2 DH did not complete one)
- 3 - Outside Constituencies (out of 3)
- 16 - County Board Supervisors completed one (5 CB Supervisors did not complete one)

### Recommendations:

Based on the comments provided by the County Board, I would recommend the following for your consideration:

1. The review participants/raters are valid and do not need to be changed. It is a widely accepted process developed by ICMA and the feedback has been successfully used in our process.
2. If the questions are modified, deleted or added, AND goals identified for the upcoming review period, it can be done by the Administrative Committee in June or July of each year.

3. To help automate the process and add more confidentiality, the questions should be added to our standard online platform called NeoGov. For those that do not want to complete the evaluation online, a paper version could be completed.
4. For conducting the actual review, there are two options:
  - a. Status quo: Human Resources would automate the evaluations on NeoGov and could assist the County Board Chair in compiling the desired reports. The reports could be provided to the Administrative Committee and then at County Board.

Fiscal Impact: None

- b. Remove Human Resources Director from the process: Human Resources Director would only setup the questions, but then Carlson Dettman would be responsible to compile the desired results to the County Board Chair. It would still go to Administrative and County Board. (Consultant would also enter in the paper copies submitted.)

Fiscal Impact: \$200 per hour or \$1,500 per day. This number could be managed once we have specific desired reports defined.