

**AGENDA FOR THE
DOUGLAS COUNTY BOARD OF SUPERVISORS
Thursday, April 14, 2016, 6:00 p.m., Board Room, Second Floor, Government Center
1316 North 14th Street, Superior, Wisconsin**

(County Board to maintain a two-hour meeting limit or take action to continue meeting beyond that time.)

Meeting called to order by Chairman Douglas Finn.

Pledge of Allegiance to be recited.

Roll call taken by County Clerk Susan Sandvick.

Approval of the March 17, 2016, meeting minutes.

CLAIMS

Amended Summons and Amended Complaint by Attorney David L. Grindell on behalf of Frandsen Bank and Trust vs. Douglas County, Burnett County Bureau of Child Support, and Vernon D. Buskirk, Jr. and Tamara J. Buskirk, foreclosure of mortgage.

Barry R. Donohoo alleging fraudulent conduct by county officials.

CORRESPONDENCE

1. DNR, notice of severance share on wood products cut from Douglas County forest lands. (Refer to Forest, Parks and Recreation Committee.)
2. Wisconsin County Mutual, thank you for continued commitment to County Mutual. (Receive and place on file.)
3. U.S. Department of Housing and Urban Development, Certificate of Project Completion and Grant Closeout Agreement for FY2008 Economic Development Initiative-Special Project grant, #B-08-NI-WI-0007. (Receive and place on file.)

ORDINANCES

Amendment to Ordinance #8.0, Zoning Ordinance, presented by the Zoning Committee. (Exhibit A-4-14-16)

Amendment to Ordinance #5.04, All-Terrain Vehicle Routes and Operation, presented by the Transportation and Infrastructure Committee.

RESOLUTIONS

#23-16: Resolution by the Land and Development Committee approving easement to North Country Trails. (Exhibit B-4-14-16).

DOUGLAS COUNTY MISSION STATEMENT

The mission of Douglas County is to provide cost-effective services, with equal access to all citizens; to continue and enhance partnerships; to responsibly manage our resources and plan for the future.

#24-16: Resolution by the Administration Committee approving Recycling Services Responsible Unit Agreement between Douglas County and Northwest Regional Planning Commission. (Exhibit C-4-14-16)

#25-16: Resolution by the Administration Committee recommending approval of budgetary transfers.

#26-16: Resolution by the Administration Committee recommending approval of 2016-2017 Agreement between Douglas County Deputy Sheriff's Department – Jail Division, Local 441A and Douglas County. (Exhibit D-4-14-16)

COUNTY ADMINISTRATOR REPORT

COUNTY BOARD CHAIR REPORT

Certificates of Appreciation to outgoing County Board Supervisors

APPOINTMENTS

Zoning Board of Adjustment – Gary Kane (filling vacancy)

COMMITTEE REPORTS

YOUTH REPRESENTATIVE REPORT

APPROVAL OF BILLS AND CLAIMS (on iPad paperless drive)

FUTURE AGENDA ITEMS

ADJOURNMENT: Reorganization meeting, Tuesday, April 19, 2016; next regularly scheduled meeting – May 19, 2016.

Submitted by,

Susan T. Sandvick
Douglas County Clerk

NOTE: Attachments to agenda available in County Clerk's Office for viewing or copying, or on county's website www.douglascountywi.org. Action may be taken on items on the agenda. The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of an accommodation to participate in the public meeting process, please contact the Douglas County Clerk's Office at (715) 395-1341 by 4:00 p.m. on the day prior to the scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive. TDD (715) 395-7521.
Posted: Courthouse, Government Center, www.douglascountywi.org



Pamela A. Tafelski 04-07-16

**AMENDMENT TO ORDINANCE #8.0
ZONING ORDINANCE
PRESENTED BY THE ZONING COMMITTEE**

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Johnson		
17. Liebaert		
18. Anderson		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 01/15/2015		

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF DOUGLAS DOES ORDAIN AS FOLLOWS:

WHEREAS, the Douglas County Zoning Committee held a public hearing on April 5, 2016, on the following petitions for amendment of the county zoning district ordinance map:

Part of NW1/4-NW1/4, Lot 1, CSM #1032, Vol 7, Pgs 203-204, Section 35, T45N-R12W; (SO-026-01237-03; Cemetery Road), Town of Solon Springs, from R-2: Residential zoning district to R-1: Residential zoning district, by James & Barbara Pettit, Solon Springs, Wisconsin. Intended use: Two lot subdivision; and

NE1/4-NE1/4-NE1/4, Section 14, T46N-R14W; (SU-028-00626-00; 8007S Lindelof Dr.), Town of Summit, from R-2: Residential zoning district to RR-1: Residential-Recreation zoning district, by Tri Lakes Summit Park LLC, South Range, Wisconsin. Intended use: Campground/mobile home park).

WHEREAS, public hearing notice, affidavit of publication, notice given to town clerks of the hearing, and letters of Town Board approval, are as shown in Exhibit A-4-14-16.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Zoning Committee and approves the petitions.

BE IT FURTHER RESOLVED that the County Clerk notify the town clerks of this action.

Dated this 14th day of April, 2016.

(Committee Action: Unanimous)
(Fiscal Note: None)

EXHIBIT A-4-14-16

ORDINANCE #8.0 Amendment to Zoning Ordinance

Presented by Zoning Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS
April 14, 2016

Notice of Public Hearing
Douglas County Planning & Zoning Committee

A Public Hearing will be held by the Douglas County Planning & Zoning Committee at **10:00 a.m.** on **Tuesday, April 5, 2016** in the Government Center Board Room, Second Floor, 1316 North 14th Street, Superior, Wisconsin to hear the following:

a) Amendments to the Douglas County Zoning Ordinance:

1) Petition No. 16-02 – James & Barbara Pettit, Solon Springs, WI – Pt. NW1/4-NW1/4, Lot 1, CSM #1032, Vol 7, Pgs 203-204, Section 35, T45N-R12W; (SO-026-01237-03; Cemetery Road), Town of Solon Springs – from the R-2: Residential zoning district to the R-1: Residential zoning district, (proposed use: two lot subdivision), filed March 4, 2016 in the County Clerk’s Office.

2) Petition No. 16-03 – Tri Lakes Summit Park LLC, South Range, WI – NE1/4-NE1/4-NE1/4, Section 14, T46N-R14W; (SU-028-00626-00; 8007S Lindelof Dr.), Town of Summit – from R-2: Residential zoning district to the RR-1: Residential-Recreation zoning district, (proposed use: campground/mobile home park), filed March 9, 2016 in the County Clerk’s Office.

b) Appeal of Subdivision Ordinance:

David Hillila, Superior, WI – create two lots less than the minimum width required in the RR-1: Residential-Recreation zoning district – Lots 48-51 Wildwood Addition to Amnicon Lake, Section 12, T46N-R14W; (SU-028-01645-00 & 01647-00; 7874S & 7884S Brill Rd), Town of Summit.

c) Conditional-Use Permits:

1) Tri Lakes Summit Park LLC, South Range, WI – Commercial Campground (up to 36 sites) - NE1/4-NE1/4- NE1/4, Section 14, T46N-R14W; (SU-028-00626-00; 8007S Lindelof Dr.), Town of Summit.

2) David & Angelia Olson, Solon Springs, WI – year-round dwelling – N1/2-W1/2-NW1/4-SE1/4, Section 26, T46N-R11W; (HI-016-01190-01; Hazel Prairie Rd), Town of Highland.

3) Solon Springs Quarry LLC, Solon Springs, WI – temporary hot mix asphalt plant – Pt. SW1/4-NW1/4 & Pt. NW1/4-NW1/4, Section 18, T45N-R11W; (SO-026-00414-01 & 00415- 00; 10523 S Heyer Road), Town of Solon Springs.

Mary Lou Bergman, Chair
Steve Rannenberg, Planning & Zoning Administrator

If you have any comments on these items, let the Planning & Zoning Office know in writing prior to the meeting, or appear at the Public Hearing. Planning & Zoning Office, 1313 Belknap St., Rm. 206, Superior, WI 54880 (715-395-1380). Action may be taken on any item listed on the public hearing. In accordance with WI Statutes 59.69 (5)(a), attachments to public hearing notice and maps of subject properties are available for review in the Planning & Zoning Office, or at www.douglascountywi.org. The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of accommodation to participate in the public meeting process, please contact the Douglas County Clerk’s Office at (715) 395-1341 by 4:00 p.m. on the day prior to the scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive. TDD (715) 395-7521.

ST March 18 & 25, 2016

Members:

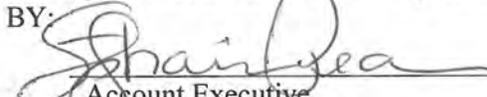
(remanuelson@centurytel.net)	remanuelson@centurytel.net
Anderson's (SLApinewood@centurytel.net)	SLApinewood@centurytel.net
Ben Klitzke (Ben.Klitzke@douglascountywi.org)	Ben.Klitzke@douglascountywi.org
Bill & Judith Rodgers (jbr62@earthlink.net)	jbr62@earthlink.net
Bill Anderson (bill.anderson@csm-wi.net)	bill.anderson@csm-wi.net
BOA-Members	
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Brent Leehe (leehe88@gmail.com)	leehe88@gmail.com
Brian Becker	brian.becker@douglascountywi.org
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snelson@superiortelegram.com	snelson@superiortelegram.com
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Tom Mahoney (tomwmahoney@gmail.com)	tomwmahoney@gmail.com
Town of Parkland (townofparkland@gmail.com)	townofparkland@gmail.com
Towns	
Upper St. Croix Sanitary District (jan61255@yahoo.com)	jan61255@yahoo.com
USCLSD (USCLSD@yahoo.com)	USCLSD@yahoo.com
Village of Solon Springs & SS-Gordon Airport Comm (village54873@yahoo.com)	village54873@yahoo.com
Wahner, Gayle	Gayle.Wahner@douglascountywi.org
William Sande (William.M.Sande@mvp02.usace.army.mil)	William.M.Sande@mvp02.usace.army.mil

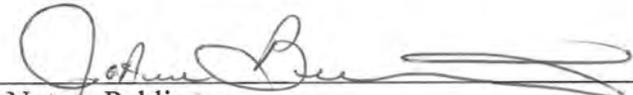
AFFIDAVIT OF PUBLICATION
STATE OF WISCONSIN)
SS
COUNTY OF DOUGLAS) #20133

Stephanie Pearson, of the City of Superior, in said County, being duly sworn, says that she is the Account Executive of Superior Telegram, Inc. publishers and printers of **Superior Telegram**, a public newspaper printed and published in the City of Superior, Douglas County, Wisconsin, and that the notice, (of which the hereto annexed is a true and correct printed copy from said paper) was inserted, printed and published in said **Superior Telegram** for

2 Successive week(s), at least once in each week, and in each and every number thereof: that the first publication of said notice in said newspaper was on the **18th** day of **March, 2016** and that the last publication was on **25th** day of **March, 2016**

BY: 
 Account Executive

Subscribed and sworn to before me on this 25 day of March 2016.


 Notary Public

Notary Public, Douglas County, WI
 My Commission Expires July 15 2017

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Douglas County Planning & Zoning Committee

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- 3) Solon Springs Quarry LLC, Solon Springs, WI – temporary hot mix asphalt plant – Part SW1/4-NW1/4 & Pt. NW1/4-NW1/4, Section 18, T45N-R11W; (SO-026-00414-01 & 00415- 00; 10523 S Heyer Road), Town of Solon Springs.

Mary Lou Bergman, Chair
 Steve Rannenber, Planning & Zoning Administrator

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ST March 18 & 25, 2016
 wnalxp

Filed _____ 20____

 Clerk of the County Court

Fee: \$126.97

a1)



DOUGLAS COUNTY

Planning, Zoning & Land Information Offices

1313 Belknap Street, Room 206
Superior, WI 54880

Stephen Rannenberg
Administrirator

Keith Wiley
Assistant Administrator

Ben Klitzke
County Surveyor

FILE COPY

Date: March 3, 2016

ZC 2016-02

To: Karri Long
P.O. Box 275
Solon Springs, WI 54873

From: Steve Rannenberg, Planning and Zoning Administrator

Subject: Town Board action requested

Re:

Applicant: James P. Pettit

Zone Change Petition: R-2 Residential > R-1 Residential

Parcel ID / S-T-R: SO-026-01237-03 / 35-45N-12W

1. We have received the attached application related to a proposed land use change in your town.

2. This proposed land use change is in the form of one or more of the following:

Petition to Rezone	<u> X </u>	Variance / appeal	<u> </u>
Conditional Use Permit	<u> </u>	Subdivision plat review	<u> </u>

3. Please place this item on the next Town Board agenda for action by the board.

4. We would appreciate a response prior to our public hearing scheduled for April 5, 2016.

5. Objection: _____ No Objection: X

6. Comments _____

7. Signature [Signature] Date: 3-14-16

ad



DOUGLAS COUNTY

Planning, Zoning & Land Information Offices

1313 Belknap Street, Room 206
Superior, WI 54880

Stephen Rannenberg
Administrator

Keith Wiley
Assistant Administrator

Ben Klitzke
County Surveyor

Date: March 10, 2016

ZC 2016-03

To: Marie Zuchowski
1703 E Zuchowski Rd
Foxboro, WI 54836

From: Steve Rannenberg, Planning and Zoning Administrator

Subject: Town Board action requested

Re:

Applicant: Tri-Lakes Summit Park LLC
Zone Change Petition: R-2 Residential > RR-1 Residential-Recreation District
Parcel ID / S-T-R: SU-028-00626-00 / 14-46N-14W

1. We have received the attached application related to a proposed land use change in your town.

2. This proposed land use change is in the form of one or more of the following:

Petition to Rezone X Variance / appeal
Conditional Use Permit Subdivision plat review

3. Please place this item on the next Town Board agenda for action by the board.

4. We would appreciate a response prior to our public hearing scheduled for April 5, 2016.

5. Objection: 0 No Objection: 3

6. Comments Perced by town Board on 3-11-16 Based on Plan Commission recommendation to eliminate nonconforming status of long existing use.

7. Signature: [Signature] Date: 3/15/16

**AMENDMENT TO ORDINANCE #5.04
ALL-TERRAIN VEHICLE ROUTES AND OPERATION
PRESENTED BY THE TRANSPORTATION AND
INFRASTRUCTURE COMMITTEE**

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY
OF DOUGLAS DOES ORDAIN AS FOLLOWS:

The following paragraph is hereby amended:

SECTION II. ATV ROUTES

Add the following:

AA. County Trunk Highway Y from East Mail Road to
Barron Drive; ¼ mile.

Dated this 14th day of April, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Johnson		
17. Liebaert		
18. Anderson		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 01/15/2015		

RESOLUTION #23-16
RESOLUTION BY THE LAND AND DEVELOPMENT
COMMITTEE

Subject: Easement to North Country Trails Approved

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Land and Development Committee and approves easement to North Country Trails as set forth in Exhibit B-4-14-16.

Dated this 14th day of April, 2016.

(Committee Action: Unanimous)
(Fiscal Note: \$500 revenue)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Johnson		
17. Liebaert		
18. Anderson		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 01/15/2015		

EXHIBIT B-4-14-16

RESOLUTION #23-16

Easement to North Country Trails w/Map

Presented by Land & Development Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS

April 14, 2016

EASEMENT

Document Number

Document Title

<p>Recording Area _____</p> <p>Return:</p> <p>Parcel Identification Numbers:</p>

THIS GRANT OF A TRAIL RIGHT OF WAY AND CONSERVATION EASEMENT is made as of this ___th day of _____, 200_, by DOUGLAS COUNTY, ("Grantor"), and the NORTH COUNTRY TRAIL ASSOCIATION, INC., (hereinafter referred to a Grantee), as a holder of the easement pursuant to the provisions of ss. 23.17, 23.175 and 23.293(11) of the Wisconsin Statutes.

WITNESS THAT:

WHEREAS, the Grantor is the sole owner in fee simple of certain real property (the "Servient Estate) consisting of the W ½ of the NE ¼ of Section 13, Township 45 North, Range 12 West, in the Town of Solon Springs, Douglas County, State of Wisconsin, more particularly described as a strip of land 200 feet in width, being 100 feet on each side of a marked center-line across the W ½ of the NE ¼, and shown on the attached Exhibit "A" made a part hereof, and subject to any easements and reservations of record, and said property (the trail easement area) hereinafter referred to as the "Property;" and

WHEREAS, the trail is intended to enhance local, regional, and national hiking and recreational opportunities for the general public as a section of the North Country National Scenic Trail, authorized by act of Congress in 1980 through Public Law 96-199, and to protect the natural, open space and environmentally significant areas associated with the trail; and

WHEREAS, the common law and Section 700.40 of the Wisconsin Statutes recognize "conservation easements" for the purpose of protecting recreational and scenic values for public enjoyment; and,

WHEREAS, the Grantee desires and intends to provide for a right-of-way for the use by the public over and across the Property and to permit the maintenance and improvement of the trail corridor by the Grantee and/or Assigns and to restrict other uses of the Property which would be inconsistent with the purposes of this Easement.

NOW, THEREFORE, in consideration of the foregoing Recitals and for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties agree as follows:

I. PURPOSE OF THE EASEMENT:

1. The Easement is established for non-motorized, passive recreational trail purposes, such as walking, hiking, jogging, running, snowshoeing, and cross-country skiing. Should any question arise regarding the propriety of any use of the Trail Easement Area, this Trail Access Easement shall be construed liberally in favor of such use; provided, however, that the Grantee or its designee, in its sole discretion, shall have the right to regulate or restrict uses (including but not limited to those specific uses listed above) which Grantee determines to be unsafe or otherwise detrimental to the continued use and vitality of the North Country National Scenic Trail or the condition of the Trail Easement Area.
2. The trail Easement Area shall consist of the property 100 feet on either side of the trail route line appearing on the attached Exhibit "A". The trail shall be indicated on the ground by blazes or other standard markings. The location of the Trail Easement Area on the Servient Estate may be changed from time to time, with the written consent of Grantor and Grantee Any such change shall be recorded in the land records of Douglas County, Wisconsin.

II. RIGHTS OF THE GRANTEE (NCTA):

The Grantee shall have the following rights within the trail corridor as holder of this conservation easement:

1. Construction and Maintenance of Trail Easement Area
 - a. The right to establish the North Country Trail across, over and through the Property at a location to be determined by Grantee at such time as Grantee desires to actually construct the trail and make it available for public use and the right to permit use of the North Country Trail by the general public. Said use shall be limited to access by foot, snowshoe, ski or other compatible means over and across the Property.
 - b. The right to lay out, construct, develop, operate, maintain, identify, bridge, repair, remove or relocate a meandering trail path; to make topographical changes to the Property for the necessity and convenience of locating the trail and to protect the Property from erosion by the use of bridges, steps, water diversion structures or special trail surface covers or other appropriate measures; to post signs marking the trail footpath; and to manage vegetation through selective planting or removal of trees or exotic or nuisance plant species, in order to maintain and enhance the scenic, natural and ecological value of the Property.
 - c. The right to inspect the Easement Area and to enforce the covenants of the Grantor and the rights of the Grantee by any action in law or in equity. The Grantee shall not waive or forfeit its right to take legal action to enforce this agreement by any prior failure to act.
 - d. The Grantor conveys to the Grantee, its employees, officers, and agents the right of ingress and egress from and to the Easement Area across all contiguous lands owned by the Grantor for the purpose of constructing, developing, maintaining, managing and inspecting the trail. It is understood that field roads, roadways, passageways, lanes or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The Grantor may provide a designated route to and from the Property which the Grantee shall use if said route is reasonably convenient
 - e. Grantor has no responsibilities for trail maintenance except to the extent necessary to repair damage caused by Grantor, nor does Grantee have such responsibilities except as needed to repair damage caused by Grantee.
2. Grantee's Right to Suspend Trail Use

Grantee shall have the right to prohibit public access and use from time to time as deemed necessary by Grantee through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means from any portion of the Property. Motor vehicles shall be prohibited, except vehicles in use by the Grantee for purposes permitted by this agreement or for health and safety emergencies.

3. Easement Runs with Land; Successors and Assigns

This Easement shall bind and run with title to the Servient Estate forever, and shall inure to the benefit of Grantee and Grantee's successors and assigns. Grantee may terminate this Easement as provided under Item #4, below.

4. Termination/Modification

In the event that the Grantee determines that the Trail Easement Area is no longer needed or desirable across the Servient Estate, Grantee may terminate said easement by written instrument duly signed by Grantee and fully acknowledged, and recorded in the land records of Douglas County, Wisconsin. This Trail Access Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the land records of Douglas County, Wisconsin.

III. COVENANTS OF GRANTOR (owner):

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of himself, his heirs, successors and assigns, which shall run with and bind the Property in perpetuity:

1. The Grantee, or its assigns, is authorized and permitted to undertake development of a trail path to meander within and across the Property for use by the general public;
2. The Property shall be used exclusively for a recreational trail, the production of agricultural crops, public hunting and other conservation purposes only;
3. The Grantor shall not conduct or allow any residential, commercial or industrial use of the Property, nor shall any right of passage across or upon the Property be allowed or granted in conjunction with residential, commercial or industrial activity which would interfere in any manner with Grantee's uses of the Property granted by this Easement.
4. The Grantor shall not construct or place temporary or permanent buildings, mobile homes, advertising signs, billboards or other advertising materials or other structures upon the Property.
5. The Grantor shall not fill, excavate, mine, drill or remove topsoil, sand, gravel, rock, minerals or other materials, or make any change in the topography of the Property in any manner.
6. There shall be no dumping of trash, garbage or other unsightly or hazardous material upon or within the Property.
7. There shall be no manipulation or alteration of watercourses, lake shores, wetlands or other water bodies within the Property, nor shall any activities be undertaken within the trail corridor which are detrimental to water quality;
8. The cutting of timber shall not be permitted on the Property except as follows:
 - a. The right to clear and restore forest cover that is damaged by forces of nature
 - b. The right to gather and use or remove dead, diseased or downed wood.
 - c. The right to practice sustainable forestry practices which includes timber harvest as specified in a Forest Stewardship Plan or if the property or any part thereof, is enrolled in the Forest Crop Law, ch. 77, subch. I, Wis. Stats., Managed Forest Land Program, ch.77, subch. VI, Wis. Stats, or other forest tax program administered by the Grantee then timber harvest in conformance with the terms, conditions and standards of those programs shall be an acceptable use of the Property.

IV. Governing Law

This Trail Access Easement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

V. GENERAL PROVISIONS:

1. The Grantee intends that this grant be a perpetual easement enforceable by the Grantee against the Grantor, its heirs, successors and assigns forever. If any provision of this agreement is found to be invalid, the remainder of its provisions shall not be affected thereby.
2. Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of a scenic recreational trail corridor.
3. The Grantee shall have the right to transfer or assign any and all rights and responsibilities accruing to it by the grant of this Easement, provided that such transferee or assignee expressly agrees to uphold the conservation purposes of this Easement and to enforce its terms and conditions. This easement is fully valid and enforceable by any assignee of the Grantee whether assigned in whole or in part.
4. Any notices required in this Trail Access Easement shall be mailed by certified mail to Grantee at the following address or such other address as may be hereafter specified in writing:

North Country Trail Association
 229 E. Main Street
 Lowell, MI 49331

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

DOUGLAS COUNTY, Grantor

/s/ _____

Title _____

STATE OF WISCONSIN)
) SS.
 DOUGLAS COUNTY)

Personally came before me this _____ day of _____, 20__, the above named Grantor(s) _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged to me that he or she executed the same.

 Notary Public, State of Wisconsin
 My commission (expires)(is) _____

ACCEPTED this _____ day of _____, 20__.

NORTH COUNTRY TRAIL ASSOCIATION, INC.
 For the NCTA Board of Directors
 By _____
 Bruce E. Matthews
 Executive Director

STATE OF MICHIGAN

)

) ss.

KENT COUNTY

)

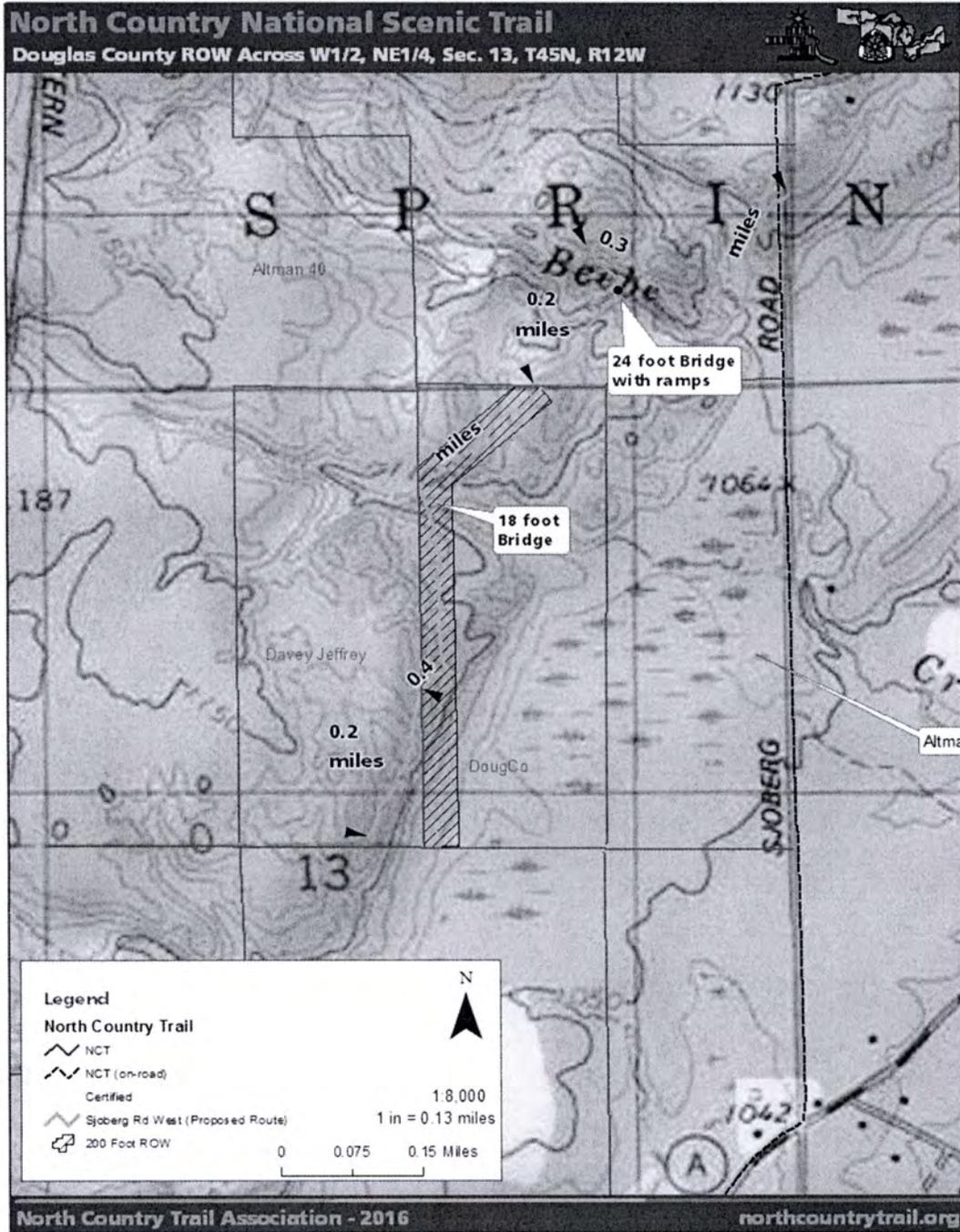
Personally appeared before me this _____ day of _____, 20____, the above named Bruce E. Matthews, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Michigan

My commission (expires) (is) _____

THIS INSTRUMENT WAS DRAFTED BY THE
NORTH COUNTRY TRAIL ASSOCIATION.

Exhibit A



Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Johnson		
17. Liebaert		
18. Anderson		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 01/15/2015		

RESOLUTION #24-16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Recycling Services Responsible Unit Agreement with
 Northwest Regional Planning Commission Approved

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Administration Committee and approves Agreement between Douglas County and Northwest Regional Planning Commission for Responsible Unit (RU) Recycling Services as set forth in Exhibit C-4-14-16.

Dated this 14th day of April, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: Within budget)

EXHIBIT C-4-14-16

RESOLUTION #24-16

Recycling Services Responsible Unit Agreement
between Douglas County and Northwest Regional
Planning Commission

Presented by Administration Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS

April 14, 2016



Northwest Regional Planning Commission

NWRPC

keeping your future as our focus

*Serving communities within and counties of
ASHLAND, BAYFIELD, BURNETT,
DOUGLAS, IRON, PRICE, RUSK, SAWYER,
TAYLOR, & WASHBURN*

*And the Tribal Nations of
BAD RIVER, LAC COURTE ORIELLES, LAC DU
FLAMBEAU, RED CLIFF, & ST. CROIX*

**AGREEMENT
BETWEEN THE
NORTHWEST REGIONAL PLANNING COMMISSION
AND DOUGLAS COUNTY**

WHEREAS, The Northwest Regional Planning Commission is a legally constituted regional planning agency created pursuant to the statutes of the State of Wisconsin and its own adopted by-laws; and

WHEREAS, Further pursuant to the statutes of the State of Wisconsin and the Commission's by-laws, the Commission has been granted the power to enter into contracts with any local unit of government within the region for the purpose of providing technical assistance on planning and development matters; and

WHEREAS, Douglas County is a local unit of government within the region; and

WHEREAS, Douglas County has requested technical assistance from the Commission as outlined in the Scope of Services.

NOW, THEREFORE BE IT RESOLVED, that the Northwest Regional Planning Commission and Douglas County agree as follows:

This Agreement entered into on the ____ day of _____, 2016, by the Northwest Regional Planning Commission, party of the first part, hereinafter referred to as the "Commission", and Douglas County, Wisconsin, party of the second part, hereinafter referred to as the "County."

In consideration of mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns, as follows:

SCOPE OF SERVICES:

The Commission will provide technical assistance services in the overall administration of the Douglas County Responsible Unit. Activities associated with the Responsible Unit (RU) include:

1. Prepare the Responsible Unit grant application to the Wisconsin Department of Natural Resources.
2. Prepare the Responsible Unit annual report to the Wisconsin Department of Natural Resources.
3. Prepare the annual budget.
4. Prepare a newsletter and coordinate distribution.
5. Prepare news releases / articles regarding recycling to the public, towns and villages.
6. Attend county committee meetings, towns unit, and other requested meetings.
7. Coordinate recycling site locations and site activities associated with the recycling program.
8. Monitor existing contracts for recycling services.
9. Prepare alternatives and modifications to program operations.
10. Prepare annual attendant contracts and monitor activities at contracted sites.
11. Provide support to citizens having questions regarding recycling.
12. Provide updated information and news for the Douglas County website on recycling.
13. Coordinate payments to appropriate vendors and contracted services.
14. Prepare end of year reports to appropriate Douglas County Departments.
15. Coordinate Household Hazardous Waste collections in the County and prepare public information regarding event locations and dates.
16. Provide support to citizens having questions regarding household hazardous waste collection and disposal.
17. Provide updated information and news for the Douglas County website on household hazardous waste.
18. Prepare, distribute, and evaluate requests for proposal for services associated with recycling.

COST:

This agreement shall commence on May 1, 2016 and end on December 31, 2016. The County will pay the Commission \$20,000 for activity associated with the responsible unit duties of Douglas County. The County will reimburse the Commission for mileage associated with travel in support and operation of the Douglas County RU at a rate of \$0.54 per mile.

IN WITNESS THEREOF, we the undersigned agree to the terms of this Agreement.

Randy Tatur, Vice-Chairman
Northwest Regional Planning Commission

Andy Lisak, Administrator
Douglas County

Witness

Witness

Date

Date

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Johnson		
17. Liebaert		
18. Anderson		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 01/15/2015		

RESOLUTION #25-16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Budgetary Transfers

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Administration Committee and approves the following budgetary transfers:

- (1) Recycling \$ 20,000 (J.E.#191381 to transfer budget from personnel and related line items to contracted services);
- (2) Emerg. Mgmt. \$ 98,000 (J.E.#191189 to release WICOM Funding.); and
- (3) Emerg. Mgmt. \$222,237 (J.E. #191189 to release 2015 Capital Project funds for Udeen Tower and boiler project).

Dated this 14th day of April, 2016.

(Committee Action: Unanimous)

(Fiscal Note: (1) Increase contracted services expenditures; decrease personnel and related expenditures by same – no effect on levy; (2) Increase capital asset expenditures; decrease communication reserves by same – no effect on levy; (3) Increase capital asset expenditures; decrease 2015 Capital Project reserve by same – no effect on levy)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Johnson		
17. Liebaert		
18. Anderson		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 01/15/2015		

RESOLUTION #26-16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Agreement between Douglas County Deputy Sheriff's Department – Jail Division, Local 441A and Douglas County, 2016-2017

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Administration Committee and approves the 2016-2017 Agreement between Douglas County Deputy Sheriff's Department – Jail Division, Local 441A and Douglas County as set forth in Exhibit D-4-14-16.

Dated this 14th day of April, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: \$20,390 within budget)

EXHIBIT D-4-14-16

RESOLUTION #26-16

2016-2017 Agreement between Douglas County
Deputy Sheriff's Department – Jail Division,
Local 441A and Douglas County

Presented by Administration Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS

April 14, 2016

~~2011-2015~~ 2016-2017 AGREEMENT

By and Between

DOUGLAS COUNTY DEPUTY SHERIFF'S DEPARTMENT – JAIL DIVISION, LOCAL
441A OF THE LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION OF THE
WISCONSIN PROFESSIONAL POLICE ASSOCIATION

and

DOUGLAS COUNTY14
(SHERIFF'S DEPARTMENT, JAIL DIVISION)

* * *

January 1, 2016 - December 31, 2017

**2016-2017 AGREEMENT
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By and Between

DOUGLAS COUNTY
(SHERIFF'S DEPARTMENT, JAIL DIVISION)

and

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION

* * *

DOUGLAS COUNTY, hereinafter referred to as the "Employer," and the LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION of the WISCONSIN PROFESSIONAL POLICE ASSOCIATION, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union," agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS. This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

ARTICLE 1.

A. RECOGNITION. The Employer agrees to and does hereby recognize the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, No. 441, as the exclusive bargaining agent for all regular full-time law enforcement jail personnel including employees classified as jailers, excluding casual and on-call, managerial, supervisory, confidential and temporary employees.

B. REPRESENTATION. The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-union affiliation.

C. CHECK-OFF. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

D. AGENCY SHOP. The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit the monthly dues certified by the Union as the current dues uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month in which such deduction was made.

Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change. As to new employees, such deduction shall be made from their first paycheck following the probationary period. The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union. The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and non-union, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union constitution and by-laws. No employee shall be denied Union membership because of race, creed, color or sex.

It is agreed that the foregoing paragraph of this Section D shall not become effective until the parties have reached agreement upon the affected classifications and employees therein, and have conformed to any requirements set forth by the Wisconsin Employment Relations Commission which affect implementation of the Fair Share agreement.

ARTICLE 2.

A. INDIVIDUAL AGREEMENT. The Employer agrees not to enter into any contract or agreement with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

B. JOB STEWARD. The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union.

C. JOINT MEETINGS. For time spent in joint Union-County collective bargaining or grievance meetings, one employee designated by the Union will be granted the time off to attend the meeting with no loss of pay, provided that it does not interfere with the orderly and efficient operation of the Department.

ARTICLE 3.

DISCIPLINE. The parties recognized the authority of the Employer to initiate disciplinary action against employees provided such disciplinary action is for just cause. An employee who has completed his/her probationary period shall be entitled to appeal any disciplinary action through the grievance and arbitration procedure. The parties agree that this provision regarding arbitration of disputes shall apply to the discipline of bargaining unit employees and that, while the parties recognize that employees cannot waive statutory rights such as those provided by §59.26, Wisconsin Statutes, the parties agree that the arbitration procedure is preferred. To use one precludes use of the other. The employee must notify the parties of the procedure she/he wishes to follow and recognizes and acknowledges that, whichever procedure is chosen, grievance arbitration or §59.26, the right to follow the other procedure is waived.

ARTICLE 4.

GRIEVANCE PROCEDURE

Section 1. A. Definition: A grievance is a difference which arises between the Employer and the Union as to the meaning and application of the provisions of this Agreement or as to any questions relating to wages, hours of work or other conditions of employment.

B. Time limits: All grievances shall be settled within the stated time limits, and any extension upon the time limits must be mutually agreed. The failure of the party to file or appeal the grievance in a timely fashion as provided in this Article shall be deemed a settlement and waiver of the grievance. The party who fails to receive a timely reply shall have the right to automatically proceed to the next step of the grievance procedure. Grievances shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. All time limits are stated in working days (Monday–Friday not including contractual holidays) unless stated specifically to the contrary. Should the immediate supervisor or department head not be available to receive a grievance, the union may present the grievance to Human Resources for purposes of recording receipt relative to these time limits.

Written Grievance: The written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or alleged violation took place, the specific section of the current labor contract alleged to have been violated and the signature of the grievant.

C. Union Representative: At all steps of the grievance procedure a grievant may be represented by one local representative (i.e. a County employee) and the Business Agent (i.e. a non-County employee).

Section 2. Step One: The Union shall within ten (10) working days of the event giving rise to the grievance present the facts in writing to their immediate supervisor. The immediate supervisor shall respond within ten (10) working days. Should the immediate supervisor be the Department Head, the grievance should be presented at step 2.

Step Two: The Union shall within ten (10) working days of the event giving rise to the grievance present the facts in writing to their Department Head. The Department Head shall respond within ten (10) working days.

Step Three: Should the Union feel that the reply of the Department Head is unsatisfactory, the Union may within ten (10) working days submit the facts in writing to the Human Resource Department representative.

The Human Resource Representative or designee shall, with ten (10) working days, schedule a meeting between the Union representative and the Human Resource Representative or designee to discuss the issue. The Human Resource Representative or designee shall within ten (10) working days following the meeting reply in writing to the Union.

Step Four: If the issue remains unsettled, the union may, within ten (10) working days following the response of the Human Resource Representative or designee, notify the Human Resource Representative of the intent to appeal the matter to Arbitration. The Human Resource Representative

will, within ten (10) working days if possible, schedule a meeting with the union at a mutually agreeable time to select an Arbitrator.

At the meeting the Arbitrator will be selected by the following processes: First the parties will attempt to select the Arbitrator by mutual agreement. Second, the parties will select or strike names from the panel of Arbitrators mutually selected by the parties within 60 calendar days of the effective date of the agreement. This panel should be reviewed by the parties annually to determine if changes are necessary or desired. Lastly, if necessary, the parties will petition WERC for a panel of (5) arbitrators in order to strike names for the selection.

ARTICLE 5.

VESTED RIGHT OF MANAGEMENT. The County possesses the sole right to operate the County Government and all management rights reside in it, subject only to the provisions of this Contract and applicable law, shall be vested exclusively in the Douglas County Board of Supervisors through its duly appointed Committees. The Department Head, through authority vested in him/her, by either the Douglas County Board or the State Statutes, shall have the right to exercise full control and discipline in the proper conduct of the jail operation.

Management rights include:

- A) To direct all operations of the County.
- B) To hire, promote, schedule and assign employees to positions with the County.
- C) To determine the hour of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as it deems necessary for the efficient operation of the jail.
- D) To suspend, demote, discharge and take other disciplinary action against employees for just cause.
- E) To relieve employees from their duties.
- F) To take whatever action is necessary to comply with State or Federal law.
- G) To introduce new or improved methods or facilities.
- H) To contract out for goods and services, however, no bargaining unit member would be laid off due to contracting out.
- I) To determine the methods, means and personnel by which County operations are to be conducted.
- J) To take whatever action is reasonably necessary to carry out the functions of the County in situations and emergency.
- K) To establish reasonable work rules and schedules of work.
- L) To maintain efficiency of County operations.

The Union and the members agree to cooperate with the Board and/or its representatives in all respects to promote its efficient operation of the jail.

The provisions of this Article are, however, subject to the rights of the employees as set forth in other Articles contained in this Agreement.

ARTICLE 6.

PAY PERIOD. All employees covered by this Agreement shall be paid bi-weekly. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. Direct deposit for all employees required.

ARTICLE 7.

BONDS AND PREMIUMS. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer.

ARTICLE 8.

PHYSICAL EXAMINATION. Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will be required to take examinations during their working hours and receive compensation for all hours spent during such examination. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 2. Should the Employer find it necessary to require such employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 9.

CONDITIONS OF EMPLOYMENT. The Employer agrees to bargain the impact of any changes in the conditions of employment relating to wages, hours of work, overtime differential, vacation and other benefits in effect at the time of the signing of this Agreement, excepting those impacts or changes which are prohibited subjects of bargaining.

ARTICLE 10.

GRANTING TIME OFF. Section 1. Absence. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due considerations shall be given to the number of staff affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 11.

SAFETY EQUIPMENT. No employee shall be required to drive a vehicle that does not comply with all state and city safety regulations.

ARTICLE 12.

COMPENSATION/FOOD AND LODGING. All employees, because of their duties, when asked to remain away from their home portals, shall receive food and lodging during their absence at the current County per diem rate with direct billing for lodging, in addition to the regularly hourly wages. Employees will be required to turn in receipts for expenses.

ARTICLE 13.

WORKER'S COMPENSATION. Section 1. ~~The Employer agrees that for employees hired on or before December 31, 2002, in the event that any employee **who** is disabled and thereby prevented from performing his/her usual duties for Douglas County as a result of an injury or occurrence arising out of the employee's duties, the employee shall continue to be paid his/her full salary for a period not to exceed ninety (90) calendar days from the date of such injury or disability; provided, however, that the employee has at least one (1) year of departmental seniority. For eligible employees, absence from work for up to ninety (90) calendar days shall not be charged against accrued sick leave.~~

~~Section 2. If the employee is eligible for the above full salary for (90) calendar days and receives an additional payment for Worker's Compensation, the full salary amount (per the above section 1) shall be reduced by the amount of Worker's Compensation payment.~~

~~Section 3. An employee may be required to present evidence satisfactory to the Employer of inability to work due to illness or accident.~~

~~Section 4. An injured employee who was hired as a jailer on or after January 1, 2003 (OR) an injured employee who exceeds ninety (90) calendar days of disability shall have the choice of one of the following methods of payment while on Worker's Compensation:~~

- (a) shall receive their Worker's Compensation payment only; or,
- (b) shall receive their Worker's Compensation payment and upon request shall be issued a supplemental check for an amount totaling the employee's normal full wages. This supplemental payment shall be charged against the employee's accumulated sick leave and shall be paid only to the extent of eligible sick leave.

Section 2. An employee may be required to present evidence satisfactory to the Employer of inability to work due to illness or accident.

Section 5 3. The County agrees to pay the County's share of health insurance while an employee is on Worker's Compensation for a period of up to eighteen (18) months from the date of injury.

ARTICLE 14.

LOSS OR DAMAGE. Employees shall not be charged for loss or damage of department-issued equipment, unless clear proof of negligence is shown. Employees who sustain essential equipment damage in the line of duty shall be reimbursed at a reasonable replacement cost upon approval by the Jail Administrator or designee.

ARTICLE 15.

EMPLOYMENT STATUS.

Section 1. A regular employee is hereby defined as a person hired to fill a position Full-time with full employment annually.

Section 2. A temporary employee is a person hired for a period of time not to exceed six (6) calendar months beyond completion of training, and who shall be separated from the payroll at the end of such period. At the time of hiring, temporary employees will be notified that their employment is temporary and that they shall accrue no rights under this Agreement.

ARTICLE 16.

PROBATIONARY PERIOD. Section 1. All newly-hired employees shall serve a one (1) year probationary period of continuous service, exclusive of time spent in law enforcement schooling. During such probationary period they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure.

Section 2. Upon completion of the probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

Section 3. From the date of hire the eligible employee will accrue the following fringe benefits; vacation, sick time, and personal leave days; and upon completion of the first six months of the probationary period the employee will be entitled to use these benefits except that a probationary employee in the first six months of the probationary period may use accrued personal leave time (See Article 24, Section 2) and sick time (See Article 27, Section 1) in addition to compensatory or authorized trades for time off.

In addition, regular part-time employees hired before July 1, 2011 to work 600 hours or more per year, or hired on or after July 1, 2011 who have not previously worked for a WRS employer to work 1200 hours or more per year, will be enrolled in the WI Retirement System. Health Insurance is available to employees who are hired to work 30 hours per week after they complete 30 days of service.

Section 4 - COUNTY RESIDENCY: All employees shall be required to establish and maintain residency in Douglas County OR if living outside of Douglas County, within a 45-minute commute distance from the employee's assigned work site. Residency is a condition of employment. Any person hired shall have six (6) months after the completion of the probationary period to establish and maintain residency in Douglas County or within the 45-minute commute distance, or employment shall be terminated. However, waivers may be granted by the Administration Committee on a case-by-case basis based upon the criteria established by the Committee.

Section 5 - NEPOTISM: No person who is related within the first or second degree to a sergeant may be supervised on a regularly scheduled shift by such a sergeant.

Relatives within the first or second degree are spouses, parents, children, grandchildren, brothers and sisters.

ARTICLE 17.

SENIORITY. Section 1. The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment, provided, however, that no time prior to a discharge or quit shall be included. The employees' seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.

Section 2. Regular full-time employees shall be deemed to have greater seniority than regular part-time employees. Regular part-time employees shall earn seniority based on date of hire as a regular full-time employee. The Parties agree to maintain two (2) seniority lists, one (1) for regular full-time and one (1) for regular part-time employees.

Section 3. The seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be made available to the Secretary of the Association. Said seniority list shall contain the name and starting date of each employee. Said seniority list should also include the seniority date for fringe benefit purposes, only if different from the starting date. Regular part-time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are regular part-time.

Section 4. During a leave of absence, including workers compensation, seniority shall continue to accrue. During unpaid leave of absence of 30 consecutive calendar days or more, seniority, vacation, sick leave, holidays and personal leave days, do not accrue. If an employee is on an unpaid Family Medical Leave, the employee won't lose seniority, but will not accrue fringe benefits.

Section 5. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

1. quits or retires:
2. is discharged for just cause:
3. is absent from work for three (3) consecutive regularly scheduled working days without notification to and approval by the employer, unless unable to notify for physical or other reasonable excuse: any dispute shall be subject to the grievance procedure.
4. fails to report to work within three (3) calendar days after having been recalled from layoff:
5. fails to report for work at the termination of a leave of absence: the employee shall be notified of the end of his/her leave of absence via certified mail: it shall be the employee's obligation to notify the Employer of his/her current address while on a leave of absence:
6. if an employee on leave of absence for personal or health reasons accepts other law enforcement-related employment without permission:
7. is on layoff status for twenty-four (24) months.

Section 6. Work periods will be for six (6) month durations with starting days on the 1st pay period in April and the 1st pay period in October. Work sheets for shift assignment signup, as prepared by the Employer, will be posted by the Union on a bulletin board no later than thirty (30) days prior to the starting date of that work period.

Officers will select their shift assignments on a seniority basis with seniority in rank prevailing. An officer having made his/her job selection will be allowed to remain in that shift assignment for the duration of the work period.

Section 7. Regular employees shall have the option of switching shifts or days off for regular employees who are off ~~one (1) regular work week~~ **one (1) full pay period** or more, provided all shifts within the period require replacement. When the employer authorizes a replacement for a vacant shift within the bargaining unit, in all circumstances, all regular full-time employees who are in the bargaining unit will be called by seniority and given the opportunity to work the vacant shift.

If an employee does not wish to be called for vacant shifts, he/she shall leave their request in writing, with their immediate supervisor of their desire not to be called for shift vacancies. This provision does not preclude the Sheriff from ordering an employee in when no other employee is available and the employee's seniority places them in a position to be ordered in to work. Employees on leave of absence or on workers' compensation will not be called as replacements for vacant shifts.

In emergency situations, the filling of vacant shifts by seniority within the bargaining unit may be bypassed by the order of the Sheriff or designee. Any employee, bargaining unit member or otherwise, who is physically proximate to the work site and immediately available for work, may be ordered to fill the vacant shift created by the emergency.

This section applies to shifts which become vacant within three (3) days of needing replacement and is not intended to circumvent an employee's right to bump by seniority up until forty-eight (48) consecutive hours before the commencement of the shift requiring replacement.

Section 8. For current Douglas County employees, prior continuous service for benefit purposes only (e.g. sick leave, vacation, personal leave days, longevity) shall be transferable to this agreement.

Section 9. An employee who leaves the bargaining unit, but whose employment continues with the Douglas County Sheriff's Department, shall have seniority frozen at the point he/she left the bargaining unit. Except that an employee who returns to the bargaining unit within one (1) calendar year shall continue to accumulate seniority during the period out of the unit.

ARTICLE 18.

LAYOFF. Whenever the County decides to reduce the number of employees, all temporary employees will be laid off prior to reducing the regular work force. Employees volunteering for layoff will also be considered before reducing the regular work force. Regular part-time employees shall be laid off prior to regular full-time employees, if the remaining employees are capable of performing the work available. Regular full-time employees shall be laid off in inverse order of county-wide seniority.

Recall shall be in inverse order of layoff, within classification, for a period of up to twenty-four (24) months from the date of layoff.

ARTICLE 19.

SEPARABILITY AND SAVINGS CLAUSE. If any Article or Section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 20.

VACATIONS. Section 1. Vacation Accrual. Full-time employees shall accrue vacation credit for each month of service in which the employee is actively employed and in paid status.

Probationary employees, shall earn but not be allowed to take vacation during their first six months of service.

Vacation credits will be earned according to the following schedule:

Service length	Monthly credit	Annual Days
1-72 months	6.67 hours	10 days
73-132 months	10.00 hours	15 days
133-192 months	13.34 hours	20 days
193 + months	16.67 hours	25 days

Section 2. Seniority as provided for in this contract shall prevail in selecting vacation periods. Arrangements for dates and times of vacation shall be made between the Sheriff or the Sheriff's designee, and the employee.

- (a) All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation, except where agreed to by the Employer.
- (b) An employee who has quit, is terminated or been laid off shall receive their prorated vacation, provided they have worked their first full year with the Employer. Vacation time used, but not yet accrued, will be deducted from the employee's final pay.
- (c) Up to two (2) employees may be off on vacation at a time on night shift, and up to three (3) on day shift. Should the requested vacation time interfere with the operation, the Sheriff or the Sheriff's designee and the employee will arrange vacation nearest to the desired time expressed by the employee, that will not interfere with the operation.

Vacation will be scheduled according to the following conditions:

1. Vacation shall be selected by seniority.
2. ~~Employees may be allowed to make their first round of vacation preference for up to two calendar weeks by March 31 of each year;~~ **Employees will be allowed to sign for their vacation preferences on a vacation sign up calendar provided by the Jail Administrator or designee;** scheduling of the first three to five days of vacation consecutively is encouraged. ~~Employees shall be allowed to make their second round of vacation preference for up to five days by April 30 of each year.~~ **A sign up calendar will be posted March 1 and collected March 31 of each year for any vacation requests during the months of April through September. A sign up calendar will be posted September 1 and collected September 30 of each year for any vacation request during the months of October through March. The Jail Administrator or designee will have 15 business days to approve vacation requests after each signup is collected. When approving vacation requests, vacation blocks will take precedent over single day requests.**
3. Vacation requests made with less than 48 hours (two days) notice may or may not be approved.
4. Vacation may be taken in two (2) hour increments, subject to supervisory approval, provided the employee is able to find coverage. All other vacation shall be taken in blocks of one (1) shift or more, except if an employee is using vacation for FMLA purposes.
5. A maximum of forty (40) hours of vacation may be carried over to the next calendar year, but it must be used by March 31st or the vacation will be forfeited.

ARTICLE 21.

~~HEALTH AND WELFARE. The County reserves the right to offer a single county wide voluntary incentive program (at the County's discretion) to eligible employees for not enrolling in the group health insurance program. The County also reserves the right to terminate or revise such a program at its discretion.~~

~~Health Insurance — For employees hired before ratification of the 2005 contract, the Employer shall contribute on behalf of all eligible employees working thirty (30) hours or more per week one hundred percent (100%) of the single plan premium or an amount not to exceed ninety percent (90%) per month towards the cost of an employee plus one or a family plan for health and dental insurance coverage until the May 25, 2012 payroll for June 2012 coverage.~~

~~For employees hired after ratification of the 2005 contract the Employer shall contribute on behalf of all eligible employees working thirty (30) hours or more per week ninety five percent (95%) of the single plan premium or an amount not to exceed ninety percent (90%) per month towards the cost of an employee plus one or a family plan for health and dental insurance coverage until the May 25, 2012 payroll for June 2012 coverage.~~

~~Beginning with the May 25, 2012 payroll for June 2012 coverage, The Employer shall contribute on behalf of all eligible employees working thirty (30) hours or more per week eighty-eight percent~~

(88%) of the single plan premium an amount not to exceed eighty-eight (88%) per month towards the cost of an employee plus one or a family plan for health and dental insurance coverage.

Employees will be eligible for coverage under the County's health insurance plan after 30 days of regular employment.

ARTICLE 22.

LIFE INSURANCE. Section 1. The Employer agrees to pay the premium of the Wisconsin Group Basic Life Insurance Policy for all eligible employees. Additional coverage for up to five (5) times the employee's annual wage will be available for purchase by the employee through the Wisconsin Group Life Insurance Policy based upon individual eligibility to be paid at the employee's expense.

Section 2. The County shall provide a flexible benefit plan as outlined in the summary plan description. This flexible benefit plan is subject to change and the County reserves the right to change plan administrators.

Section 3. Employees may participate in additional County benefit plans such as Deferred Compensation, Short-term Disability, Long-term Disability, and employee Assistance Programs as may be offered to non-bargaining unit members, subject to change or cancellation by the County at any time.

ARTICLE 23.

RETIREMENT. **Douglas County agrees to contribute to the Wisconsin Retirement System (WRS) the employer's contribution in full for the protective service retirement category.**

Pursuant to 2011 Act 10 as amended by 2011 Act 32, employees hired on or after July 1, 2011, shall be required to contribute toward the WRS 100% of the employee contribution amount as determined by the Employee Trust Funds Board.

Effective January 1, 2016 for employees hired prior to July 1, 2011, the employer will pay up to 3.25% of the employee's portion of the WRS contribution, with the employee paying the balance of the employee's portion.

Effective January 1, 2017 for employees hired prior to July 1, 2011, the employee will pay 100% of the employee portion of WRS.

~~Douglas County agrees to contribute to the Wisconsin Retirement Fund effective January 1, 2003 for the protective service retirement category, the Employer's contribution in full and agrees to contribute on behalf of each eligible jailer an amount not to exceed six point five percent (6.5%) of the employee's annual income. All service prior to January 1, 2003 will be under the general retirement category. Effective July 1, 2011, all new hires to the bargaining unit shall contribute to the Wisconsin Retirement Fund the employee's contribution share.~~

ARTICLE 24.

Section 1. HOLIDAYS. Employees will be paid for 10 ½ - 8 hour holidays in their base rate. There will be no other pay for holidays except for employees who work on a holiday as noted below.

Employees working on the following ten and one-half (10½) holidays, will be compensated as provided for under Article 26.2. The Spring Holiday shall be the Friday before Easter of each year.

½ day New Year's Eve	Labor Day
New Year's Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Spring Holiday	

Section 2. PERSONAL LEAVE DAYS. Each employee shall receive three (3) eight (8) or twelve (12) hour days (depending on whether the employee is working 8 or 12 hour shifts) per calendar year personal leave time non-accumulative. Upon resignation or release from probation, personal days shall be prorated based on one (1) day for each four (4) months worked. The employee will be required to pay back any personal leave time taken, but not earned. Employees will not receive cash payout for personal leave time earned but not taken.

Personal leave day request must be made with a minimum 24-hour notice to the Sheriff or designee. In case of a bona fide emergency, at the sole discretion of the Sheriff, (or designee) the 24-hour notice may be waived.

Creation of overtime will not be a reason for rejection of personal leave day request.

Personal leave day requests shall not be subject to seniority bumping within classification within 30 calendar days of the requested leave day off.

ARTICLE 25.

REST PERIOD.

- (a) There shall be a ten (10) minute rest period once in midpoint of the first half of the shift and the midpoint of the second half of the shift as can be arranged for the needs of the service.
- (b) When an employee works a sixteen (16) hour shift either by scheduling or by being required to attend school and is required to work beyond sixteen (16) hours, the employee shall be entitled to eight (8) hours rest period before returning to his/her next assigned shift.

It shall be the responsibility of management to schedule any relief for the officer during the rest period. This is meant to ensure adequate rest for the employee for safety purposes.

ARTICLE 26.

WEEKLY HOURS AND OVERTIME RATES. Section 1. Definitions: A day shall be defined as a twenty-four (24) hour consecutive period commencing at 12:00 a.m. (midnight) and after twenty-four consecutive hours, ending at the succeeding 12:00 a.m. (midnight). A week shall be defined as seven (7) consecutive days, commencing at 12:01 a.m. on Sunday and ending at 11:59 p.m. on Saturday. If an employee's regularly scheduled shift commences at any time during a twenty-four (24) hour period, all hours worked for compensation purposes shall be considered to have been worked in the

twenty-four (24) hour period the regular work shift commenced.

Section 2. All employees eligible for holiday pay who work the holiday, shall be compensated at time and one-half (1½) their regular rate of pay.

Section 3. Overtime pay at the rate of one and one-half (1½) times the regular rate of pay shall be paid as follows:

- (a) Hours worked in excess of eighty (80) hours in any two (2) week pay period for those employees working eight (8) hour shifts and eighty-four (84) hours in any two (2) week pay period for employees working twelve (12) hour shifts. Time absent from work (e.g., sick leave, vacations, personal leave days, funeral leave, compensatory time) will not be considered hours worked for purposes of this subsection (a).
- (b) All hours worked contiguous as to a regularly scheduled shift shall be considered as overtime, regardless of whether subsection (a) applies; unless the employee has used sick leave **or other unpaid time not including military leave** in the same pay period.

Employees shall be allowed to accumulate a maximum of eighty-four (84) compensatory hours in a calendar year. All hours in excess of eighty-four (84) shall be paid in cash overtime. The balance of compensatory hours as of the 1st pay period in December will be paid to the employee in cash. All compensatory time shall be tracked in hours and shall be paid out at the wage rate in effect at the time of payment. Compensatory time off shall be taken with the approval of the Employer.

Section 4. WAGES AND CLASSIFICATIONS. Whenever an employee works in a classification higher than the employee's regular position and is assigned the responsible duties of that position by the Sheriff, the employee shall be compensated for all time worked in that classification at the then current rate for that classification.

Section 5. CALL-OUTS. Employees when called to work during unscheduled time, shall be paid the applicable rate of pay for such day for the work performed, but in no case shall they receive less than four (4) hours pay at time and one half. This minimum call in pay does not apply when ordered in less than two (2) hours prior to an employee's regularly assigned shift.

Section 6. COURT DUTY. Where employees are expected to appear in court on off duty time, they shall receive a guarantee of three (3) hours at the straight time rate and straight time pay for actual hours thereafter. Where court has been adjourned or rescheduled and no notification has been received by the employee within twenty-four (24) hours of the scheduled court appearance, the employees shall be entitled to a minimum of three (3) hours straight time pay.

Section 7. SHIFT REPLACEMENTS. Pursuant to a procedure established by departmental policy, open shifts shall be offered to employees by seniority and if a shift is not filled voluntarily, employees shall be ordered in by reverse seniority. The County shall meet and confer in good faith in the spirit of fairness and equity with the Union policy committee before implementing any change to the departmental policy.

ARTICLE 27.

Section 1. Accrued Sick Leave. Full-time regular employees are credited with ~~one (1) day~~ **eight (8) hours** of sick leave for each completed month of employment up to a maximum of ~~120 days~~ **960 hours**. This credit may be used for absences resulting from sickness or non-work related injuries or for substitution for certain circumstances which fall under the Family Medical Leave. Credits do not accumulate when an employee is on an unpaid leave of absence.

If any county bargaining units or the non-represented unit receive any RHS enhancements during the term of this contract, this bargaining unit will also receive the enhancement at the time of the other unit(s)' implementation.

Effective 1/1/06, employees who have reached the ~~120 day~~ **960 hour** sick leave cap shall be allowed to bank any additional earned sick ~~days~~ **hours** while they remain at the ~~120 day~~ **960 hour** cap, at the value of 50% of their current base rate, times the number of hours accrued above the cap into the ICMA VantageCare Plan.

Definitions: Sick Leave is defined as any absence for personal illness or the illness of an immediate family member on any one occasion up to three (3) consecutive working days.

- a. There shall be no waiting period for the use of sick leave. Employees may be granted absences with pay up to the extent of the accumulated unused paid days of absence and without pay for the continuance of the disability. This type of leave includes, but is not restricted to, illness or disability caused by pregnancy, childbirth, or other medical conditions.
- b. Employees shall have the option to use sick leave for absences due to illness in the immediate family of the employee where attendance of the employee is necessary. For this purpose, immediate family shall be defined as parents, spouse, children, step-children, step-parents, grandparents, and minor wards of the employee.
- c. An employee may be required to present a statement from the treating physician in order to qualify for an absence longer than three (3) consecutive working days.
- d. The County may require from the employee's physician certification of an employee's continuing illness or disability, on a periodic basis.
- e. Extension of an initial leave of absence may be requested but will require approval by the County Administrator.

Section 2. Family and Medical Leave. The County will comply with FMLA provisions issued by State of Wisconsin and Federal laws. The County will in good faith keep the union informed of changes in the law.

Section 3. Personal Leave of Absence. A personal leave of absence is defined as an authorized absence from work that is not covered by paid sick leave, vacation, holidays or any other reasons provided for in the contract. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and Employer.

- a. Personal leaves are without pay and should not exceed sixty (60) calendar days in any one (1) year. Requests will be considered individually based on the following: the reasons for the request, demands of the job, needs of the department, as well as the

employee's work record and length of service. Requests should be made in advance and all arrangements must be approved by the employee's department head and the County Administrator.

- b. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall be subject to discipline.

Section 4. Seniority/Fringe Benefits. During an authorized leave of absence, seniority shall continue to accrue. The fringe benefits not earned are vacation, sick leave and personal leave days.

Group Health Insurance. Health insurance benefits will continue to be paid for the duration of the paid leave of absence and while the employee is covered by the Family/Medical Leave. Employees must make any co-payments required for this coverage.

When the employee is on an unpaid leave of absence and is no longer covered by the Family/Medical Leave, the employee is responsible for the full cost of his/her health insurance premium.

Section 5. Restricted Duty. Restricted duty will be limited to temporary disabilities for those individuals who can perform the tasks assigned. There will be no more than one (1) employee on restricted duty per shift at any one time. The county may at its sole discretion authorize additional restrictive duty assignments based on the operational needs.

ARTICLE 28.

BEREAVEMENT LEAVE. Section 1. In the event of a death in the immediate family of a regular, full-time employee, such employee shall be granted a leave of absence with pay for a period of up to three (3) days, if scheduled to work, to make necessary funeral arrangements and/or attend the funeral. Members of the immediate family, which also includes the immediate family of the spouse, or registered domestic partner, shall include spouse, or registered domestic partner; child; parent; brother; sister; grandparent; grand child; niece; nephew; step-parent; step-child; aunt and uncle. Leaves for funerals of individuals that are not listed may likewise be granted at the discretion of the Jail Administrator or designee. In-laws shall be limited to current marital or registered domestic partner status. Employees are not eligible to receive bereavement pay during an unpaid leave of absence.

Section 2. When a regular full-time employee is requested to serve as pallbearer at a funeral, they may be granted time off with pay for a period not to exceed one (1) day.

ARTICLE 29.

SCHEDULED STAFF MEETINGS/TRAINING: Where an employee is required to attend scheduled staff meetings or training outside of their scheduled shift, said employee shall be compensated a minimum of two hours at the regular straight time rate of pay for training time or actual hours spent in meeting or training, whichever is greater. This Article is drafted to compensate an employee who attends scheduled staff meetings or training on his/her off days or off-duty time and the scheduled staff meeting or the training time shall be considered time worked for overtime purposes if the training is required by applicable law or for Training and Standards state certification. Training that is not required by applicable law or for Training and Standards state certification, will not be considered time worked for overtime purposes.

If an employee is scheduled to work on a training day, the employee may be required to work before and/or after the training to complete their scheduled hours.

Employees, when required to attend job-related training away from their usual work place (i.e. outside of a 50-mile radius from the courthouse), shall receive food and lodging during such absence in addition to the regular hourly wage. The employee shall be paid for these expenses in accordance with County policy.

ARTICLE 30.

JURY DUTY. An employee who is absent because of jury duty, summons or subpoena to serve as a witness will be paid for such absence, providing the employee returns any compensation received for such duty (less expenses) to the County. In the event an employee is excused from jury duty, they shall be expected to return to work as soon as possible.

ARTICLE 31.

CONVERSION OF UNUSED SICK LEAVE UPON RETIREMENT. Upon retirement under the WRS system, as determined by WRS eligibility; or forced retirement due to disability or death of an employee, the employee or his estate shall have deposited on their behalf in the ICMA Vantage Care Plan, the value of the employee's unused sick leave, not to exceed 120 days.

ARTICLE 32.

EDUCATIONAL CREDITS. Educational credit allowance shall be paid for those jailers working towards, and those who have attained, an associate degree. The following hourly incentive rates shall be paid upon completion of the following number of credits:

<u>Credits</u>	<u>Amount</u>
15	\$.06
30	\$.12
45	\$.17
60	\$.20
75	\$.26
90	\$.32
105	\$.38
120	\$.43

To be eligible for educational credits those credits must meet the following standards:

1. A minimum of a C grade or P, if the course is rated on a pass/fail system, may be submitted for eligibility.
2. University system credits, vocational/technical institution credits or combination thereof that are creditable towards an associate or baccalaureate degree are eligible.

ARTICLE 33.

CLOTHING ALLOWANCE. Section 1. All regular full-time jailers shall be entitled to a clothing

allowance of three hundred fifty dollars.

Section 2. All regular part-time employees who worked one thousand forty (1040) hours or more in the previous calendar year shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150.00) per year.

ARTICLE 34.

LONGEVITY.

Effective January 1, 1980, each employee shall be entitled to longevity according to the following schedule. Longevity amount shall be added to the base rate of the employee.

<u>8 hour shift (2080 hours per year)</u>	<u>12 hour shift (2184 hours per year)</u>
\$0.0577/per hour after five (5) years of service	\$0.0549/per hour after five (5) years of service
\$0.1154/per hour after ten (10) years of service	\$0.1099/per hour after ten (10) years of service
\$0.1442/per hour after fifteen (15) years of service	\$0.1374/per hour after fifteen (15) years of service
\$0.1731/per hour after twenty (20) years of service	\$0.1648/per hour after twenty (20) years of service

ARTICLE 35.

SHIFT DIFFERENTIAL. Employees shall receive the following shift differentials when scheduled to work in the below eight (8) hour shifts:

<u>Start Time</u>	<u>Shift Differential</u>
(a) afternoon 3:00 p.m. – 11:00 pm shift	\$0.25 cents per hour
(b) night 11:00 p.m. – 7:00 am shift	\$0.30 cents per hour

Effective with the implementation of twelve (12) hour shifts, employees shall receive \$0.34 cents per hour differential when working the night shift.

Employees assigned to regularly work the power shift shall receive .17 cents per hour shift differential.

ARTICLE 36.

MILITARY LEAVE. Military leave will be granted to employees who are in active or inactive service status and are required to attend training for up to a two (2) week period per year. The County shall pay the difference between the military pay and the employee's normal wage for that period of time.

ARTICLE 37.

EXPIRATION DATE. Section 1. This Agreement shall be effective from the 1st day of January, ~~2011~~ **2016** and shall continue in full force and effect up to and including the 31st day of December, ~~2015~~ **2017**, and shall automatically renew itself thereafter, until and unless either party at least sixty (60) days before the 31st day of December, ~~2015~~ **2017**, notifies the other party in writing that it desires to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire on December 31, ~~2015~~ **2017**. If the notice is one of modification, the parties shall then begin negotiations on the proposed modifications, as soon as possible after such notice has been given. During the period of negotiations on the modifications,

the terms and conditions of the Agreement on which there was no request for modification shall remain in full force and effect.

Section 2. This contract may be opened by either party by giving to the other party sixty (60) days notice prior to December 31, ~~2015~~ 2017. Such notice may be delivered personally or by registered mail, and if by mail, the notice must be received sixty (60) days prior to December 31, ~~2015~~ 2017.

Section 3. Any revisions agreed to or ordered as a result of such reopening shall be effective as of January 1, ~~2011~~ 2017. The effective date of all other benefits and change in terms and conditions of the contract shall be effective pursuant to the date negotiated. The respective parties shall be permitted all legal or economic recourse to support their request for such revisions if the parties fail to agree thereon.

Section 4. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Section 5. Resolution of Issues. This Agreement resolves all issues involving any modification made to the terms and conditions of employment of any bargaining unit member between July 1, 2011, and the ratification of this Agreement, and no grievance or prohibited practice will be filed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, ~~2014~~ 2016.

DOUGLAS COUNTY

LAW ENFORCEMENT EMPLOYEE
RELATIONS DIVISION/WISCONSIN
PROFESSIONAL POLICE ASSOCIATION
NO. 441A

By _____
Douglas Finn,
Chairman, Douglas County
Board of Supervisors

By _____
Rich Burghaus,
WPPA/LEER Representative

By _____
Susan Sandvick,
County Clerk

By _____
Crystal Andres
WPPA/LEER Representative

By _____
Andrew Lisak
Douglas County Administrator

By _____
Thomas Dalbec

Douglas County Sheriff

Union Ratified: ~~June 11, 2014~~ February 10, 2016
Administrative Committee Approval: ~~June 19, 2014~~
County Board Approval: ~~June 19, 2014~~

Wage Scale

Effective April 11, 2014 Payroll Date - 2.5%						
-	75%	80%	85%	90%	95%	100%
Job Class	Start	-6 Months	-12 Months	-18 Months	24 Months	30 Months
Huber/Electronic Monitoring Coordinator (1)	17.77	18.96	20.14	21.33	22.51	23.70
Jailer	16.16	17.24	18.31	19.39	20.47	21.55

Effective January 1, 2015 - 2.0%						
-	75%	80%	85%	90%	95%	100%
Job Class	Start	-6 Months	-12 Months	-18 Months	24 Months	30 Months
Huber/Electronic Monitoring Coordinator (1)	18.13	19.34	20.55	21.75	22.96	24.17
Jailer	16.48	17.58	18.68	19.78	20.88	21.98

Effective the first full pay period in January 2016 - 1.0%						
-	75%	80%	85%	90%	95%	100%
Job Class	Start	6 Months	12 Months	18 Months	24 Months	30 Months
Huber/Electronic Monitoring Coordinator (1)	18.31	19.53	20.75	21.97	23.19	24.41
Jailer	16.65	17.76	18.87	19.98	21.09	22.20

Effective the first full pay period in January 2017 - 1.0%						
-	75%	80%	85%	90%	95%	100%
Job Class	Start	6 Months	12 Months	18 Months	24 Months	30 Months
Huber/Electronic Monitoring Coordinator (1)	18.49	19.72	20.96	22.19	23.42	24.66
Jailer	16.82	17.94	19.06	20.18	21.30	22.42

Rounding differences may occur between this Excel program and the JD Edwards program. JD Edwards will be the formal record.

- (1) Huber/Electronic Monitoring Coordinator will be paid 10% above the top step of the Jailer.
- (2) Increases are applied to the top step of the wage scale at the proposed rate and the lower steps at are calculated 95%, 90%, 85%, 80% and 75% of the top step.

The County reserves the right to appoint a new employee above the starting wage based upon experience-based criteria.

Field Training Officer (FTO) will receive an additional \$1.00/hour while they are actively training a probationary Jailer.

Assigned Trainers will receive an additional \$1.00/hour while they are actively training Jailers.

EDUCATIONAL CREDITS. (See Article 32 for criteria)

<u>Credits</u>	<u>Amount</u>
15	\$.06
30	\$.12

45	\$.17
60	\$.20
75	\$.26
90	\$.32
105	\$.38
120	\$.43

SHIFT DIFFERENTIAL. When shifts commence after the start time listed: (See Article 38)

<u>Shift</u>	<u>Shift Differential</u>
3:00 p.m. – 11:00 pm shift (afternoon)	\$0.25 cents per hour
11:00 p.m. – 7:00 am shift (night)	\$0.30 cents per hour

Effective with the implementation of twelve (12) hours shifts, employees shall receive \$0.34 cents per hour differential when working the night shift.

Beginning the first full pay period in January 2016 employees assigned to regularly work the power shift shall receive .17 cents per hour shift differential.

LUMP SUM PAYMENT

- Employees hired before July 1, 2011, and who are employed at the beginning of the first full pay period after the agreement has been approved by the County Board, will receive a lump sum payment equal to 3.25% of 2015 gross earnings on the first full pay period after the agreement has been approved by the County Board.
- Employees hired before July 1, 2011, and who are employed on January 1, 2017, will receive a lump sum payment equal to 3.25% of 2016 gross earnings, on the first full pay period in January 2017.

Settlement Agreement: Shift Trade Grievances
Between Douglas County and
WPPA/LEER local: Douglas County Jailers Assn. No. 441
Grievances 06-437 and 06-448

By way of resolution of the above-referenced grievances, the parties agree as follows:

- 1.) Grievance No. 06-437: The Union will withdraw this grievance.
- 2.) Grievance No. 06-448: The County will rescind the Memo of Captain Linder, dated August 23rd, 2006, which terminated all shift trades and will allow a return to the *status quo* as it relates to shift trading.
- 3.) The Union agrees that there may be circumstances, such as staffing needs, contract requirements or other legitimate operational reasons, under which a shift trade may not be allowed.

In Witness Whereof, we have hereunto set our hands and seals this ____ day of _____, 2007.

By: _____
Douglas County Administrator
Steven Koszarek

By: _____
WPPA/LEER Representative
Al Bitz

By: _____
Douglas County Sheriff
Tom Dalbec

By: _____
WPPA/LEER #441 Representative

Renewed for Contract 2011-2015.

CORRESPONDENCE #1 - #3

(as listed on Agenda)

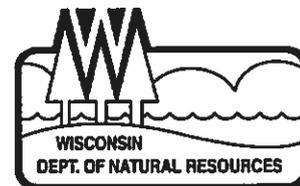


DOUGLAS COUNTY BOARD OF SUPERVISORS

April 14, 2016

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



March 24, 2016

DOUGLAS COUNTY CLERK
SUSAN T. SANDVICK
1313 BELKNAP ST RM 101
SUPERIOR WI 54880-2779

APRIL 1 2016

SUBJECT: Assessment of Severance Share on Wood Products Cut from County Forest Lands in Douglas County

Having reported to the Department of Natural Resources in accordance with Section 28.11, Wis. Stats., that the following wood products (listed on the following pages) have been cut from lands entered under the County Forest Law, the Department determines the severance share to be:

Balance of your Forestry Account on March 24, 2016	\$0.00
Total sales value of wood products cut from County Forest Lands	\$387,154.58
Severance share of 20% of the total sales value as provided by s.28.11(9), Wis. Stats.	\$0.00

The above severance share is due by April 30, 2016 and payable to:

Wisconsin Department of Natural Resources
Attention: Bureau of Finance
PO Box 78816
Milwaukee, WI 53278-0816
Alternatively, payment may be made online at <http://dnr.wi.gov/epay/>

Sincerely,

Kathleen M. Mather
Forest Tax Account Specialist
Bureau of Forestry Business Services
Telephone: (608) 266-6982
Email: kathy.mather@wisconsin.gov

County Forest Administrator, County Forest Liaison



Wisconsin Department of Natural Resources
Timber Sales Covered by Severance Share Billing

Report: 54A_Detail
Run Date: 3/24/2016
Page: 10 of 48

Timber sales covered by this billing for county: **Douglas**

Invoice No:

Sale No.	Tract No	Sale Type	Sale Value
4119	003-13	FINAL	\$0.00
4182	052-13	FINAL	\$18,654.54
4217	029-14	FINAL	\$368,500.04
		Total:	<u>\$387,154.58</u>



Wisconsin County Mutual Insurance Corporation

March 15, 2016

②

Douglas Finn
Douglas County Board Chair
1004 Cumming Ave
Superior, WI 54880

Dear County Board Chair Douglas Finn:

Thirty years ago, county officials created the Wisconsin County Mutual Insurance Corporation to provide liability insurance. The founding members believed that a county owned and operated insurance company would provide counties with the protection they needed without being subjected to the market cycles of the commercial insurance market.

On January 1, 2016, the County Mutual began its 29th year of operation. Over the past twenty-eight years, the County Mutual Board of Directors has worked hard to:

- Provide excellent claims adjusting, litigation and risk management, and corporate services.
- Control county insurance costs.
- Expand the County Mutual's policies to cover the changing needs of county government.

As counties continually face financial challenges, the County Mutual Board of Directors, WCA Corporate Management and Aegis Corporation are working diligently to provide high quality insurance services in a cost effective manner. We believe the Board's efforts have resulted in quality insurance and services, at a fiscally responsible cost.

On behalf of the County Mutual Board of Directors, I would like to congratulate and thank you for your continued ownership of the County Mutual. We have accomplished a lot together, including:

- Combined total assets with Community Insurance Corporation have grown from \$1.8 million to approximately \$86.7 million.
- All capital contributed by counties to create the County Mutual has been repaid.
- \$750,000 in liability dividends were paid in 2015, bringing the total liability dividends paid to county owners to approximately \$17 million since inception.

Corporate Management • Wisconsin Counties Association
22 E. Mifflin Street, Suite 900 • Madison, WI 53703
Phone: 866.404.2700 • 608.663.7188 • Fax: 608.663.7189 • www.wisconsincountymutual.org

General Administrator • Aegis Corporation
18550 West Capitol Drive • Brookfield, WI 53045-1925
Phone: 800.236.6885 • Fax: 262.781.7743 • www.aegis-corporation.com

Douglas Finn
Page 2
March 15, 2016

- Since 2012, County Mutual has fully funded comprehensive law enforcement and jail training and a policy development program provided by LEXIPOL. The County Mutual continues to fund this valuable program for 2016 in the amount of \$380,000.
- Cyber liability coverage was added to all County Mutual policies in 2014. This coverage is added at no additional cost to members. This expanded coverage helps meet the ever-changing needs of our members.

Always cognizant of the changing marketplace, the Board of Directors works to improve or expand coverage as the counties needs change. In the past year the Board of Directors worked towards a successful implementation of a property insurance program that began to write policies effective September 1. The successful launch of this line of coverage is another example of the County Mutual meeting the needs of its members.

We recognize that some counties may need to request proposals for insurance services in the future. Therefore, this letter is to inform you that pursuant to Article III, Section 3 of the County Mutual Bylaws, you must provide the County Mutual with six months advance written notice of your intent to solicit proposals to preserve your county's membership in good standing. Satisfaction of this notification provision merely provides us with an indication of your county's intent to solicit proposals and does not require that your county make a decision on the selection of a carrier before June 30.

Further, if you decide to solicit proposals for insurance services, please contact us. To assist you, the County Mutual Board of Directors has prepared a summary of County Mutual's coverages, limits and services that you can use as a benchmark in reviewing insurance proposals. We believe that any comparison will demonstrate that counties receive better protection and services with lower costs when counties own and manage the company.

Finally, on behalf of the Wisconsin County Mutual Board of Directors, please accept our appreciation for your continued commitment to and ownership of the County Mutual. We look forward to continuing to serve your needs.

Sincerely,



Leland Rymer
President, Wisconsin County Mutual Insurance Corporation



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

APRIL

3

March 25, 2016

Mr. Douglas G. Finn
Chairman of Board
County of Douglas
1313 Belknap Street
Superior, WI 54880

RE: FY2008 Economic Development Initiative-Special Project Grant
Number B-08-NI-WI-0007: Fully Executed Grant Closeout Package

Dear Mr. Finn:

This letter is to inform you that the FY2008 Economic Development Initiative-Special Project grant for County of Douglas, grant number B-08-NI-WI-0007 has been countersigned by the U.S. Department of Housing and Urban Development and is therefore administratively closed out. Attached for your records is a countersigned version of the fully executed closeout package, including the Certificate of Project Completion and Grant Closeout Agreement for this award. You are advised to retain this Closeout Package in your organization's grant award records as your organization is required to adhere to the provisions contained within the Grant Closeout Agreement.

If you need further technical assistance with this project, please feel free to contact me by telephone at (202) 402-6324 or by email at Holly.A.Kelly@hud.gov

It has been a pleasure working with your organization on the completion of this economic development project. Thank you for participating in the Department's program.

Sincerely,

Holly A. Kelly
Office of Policy Development and Coordination
Closeout Team

Enclosure: Economic Development Initiative-Special Project Fully Executed Grant Closeout Package

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATE OF PROJECT COMPLETION

FOR
EDI-SPECIAL PROJECT GRANT NO. B-08-NI-WI-0007

The Grantee, County of Douglas, hereby certifies that: 1) the project as described in the approved application has been performed/completed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute; 2) all data provided below fairly reflect costs and sources of funds for the project; 3) all data are taken from the HUD approved Financial Status Report and other current related documents; and 4) the Grantee has complied with all the requirements of the Grant Agreement.

Description	Amounts	\$
1) Grant amount per Grant Agreement	<u>490,000.00</u>	
2) Grant amount that meets the allowable and allocable requirements, including the necessary and reasonable standard, of OMB Circular A-87 or A-122	<u>490,000.00</u>	
3) Cumulative Grant funds drawn down.	<u>440,884.00 440,883.08</u>	
4) Balance available for drawdown. (line 2 minus line 3 if greater than zero)	<u>49,116.00 92</u>	
5) Amount to be returned to HUD. (line 2 minus line 3 if less than zero)	<u>0.00</u>	
6) Unused Grant amount to be canceled by HUD (line 1 minus line 3 minus line 4 if greater than zero)	<u>49,116.00 92</u>	

Douglas G. Finn
 County Board Chairman
 Name/Title of Grantee Official *Douglas G. Finn* Jan 27 16
 Signature of Authorizing Grantee Official Date

(WARNING: Section 1001, Title 18 of U.S. Code (Criminal Code and Criminal Procedure, 72 Stat. 967) applies to the above statements.)

THIS CERTIFICATE OF PROJECT COMPLETION IS HEREBY APPROVED:

Holly A. Kelly
 Office of Policy Development and Coordination
 Closeout Team
 Name/Title of Authorizing HUD Program Official *Holly A. Kelly* 1/27/16
 Signature of Authorizing HUD Official Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT CLOSEOUT AGREEMENT

FOR

2008 EDI-SPECIAL PROJECT GRANT NO. B-08-NI-WI-0007

This Agreement, enter into by and between County of Douglas, Superior, WI hereinafter referred to as "Grantee") and the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD").

1. Whereas, the Grantee undertook activities with financial assistance in the amount of \$490,000 from HUD provided pursuant to the authority of Title II of Public Law 110-161 for project no. B-08-NI-WI-0007 hereinafter referred to as "project".

2. Whereas, the Grantee and HUD entered into a Grant Agreement dated 04/16/2009, as revised by N/A amendments, hereinafter referred to as the "Grant Agreement", and;

3. Whereas, the authorized and specified activities which comprise the project have been completed by the Grantee and/or other participating parties, as required by the Grant Agreement, and;

4. Whereas, the Grant Agreement requires compliance with 24 CFR Part 84 or 85, as applicable, which includes requirements continuing after Project completion related to use and disposition of real or personal property purchased with Federal funds, retention of and access to records after close-out dis-allowances of Grant payments, and collection of amounts due;

5. Whereas, the parties hereto desire to close-out the project in reliance upon: 1) Grantee's final progress/performance report including financial data and a performance/narrative report; and 2) the Grantee's Certificate of Project Completion.

Now therefore, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

Section A. The Grantee shall continue to comply with the applicable requirements of 24 CFR Part 84 or 85, as applicable, related to the use and disposition of real or personal property purchased with Federal funds, retention of and access to records, after close-out dis-allowances of grant payments, and collection of amounts due.

Section B. The Grantee agrees to the Total Grant Amount for the Project, including any reduction in the grant amount caused by a decrease in cost, as indicated on the Grantee's Certificate of Project Completion attached hereto and made a part hereof;

Section C. Any excess grant funds drawn by the Grantee, in the amount specified in Line 5 of the Certificate of Project Completion shall have been or shall be returned immediately to HUD under the following repayment terms:

N/A

Section D. Any grant funds remaining in the Grantee's Line of Credit account for the referenced Project have been reduced to zero (0) pending any final draw indicated as a positive balance on line 6 of the Certificate of Project Completion. Grantee shall draw down this balance within the following period N/A or Credit to zero (0) and the Grantee shall have waived its rights to the remaining funding.

Section E. Execution of this Agreement shall constitute completion of the Project activities and financial closeout of project costs, except for ongoing requirements described in Section A of this Close-out Agreement. This Close-out Agreement shall be followed as required by the Program directives cited therein and the following additional post close-out requirements shall be followed as committed to in the approved application which was incorporated in the Grant Agreement:

N/A

Section F. If any provision of this Agreement is held invalid, such holding shall not affect the validity of the remainder of this Agreement.

Section G. If a default occurs under this Agreement or under the Grant Agreement, HUD may at any time proceed to protect all rights available to HUD under this Agreement or under default provisions of the Grant Agreement.

Section H. Special Conditions required by this Agreement are attached:

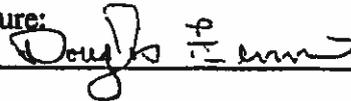
N/A

This Grant Close-out Agreement is hereby executed and delivered by the parties hereto on the dates set forth below their respective signatures and the Grantee agrees to abide by all governing regulations as of the date executed by HUD.

Grantee's Authorized Official

Name: Douglas G. Finn

Signature:



Title: County Board Chairman

Date:

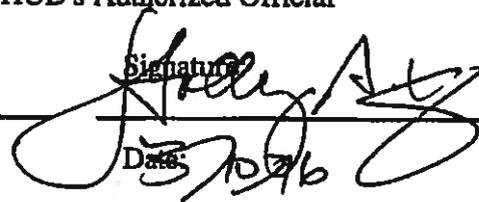
Jan 27, 2016

HUD's Authorized Official

Name:

Holly A. Kelly

Signature:



Title:

Acting Director

Date:

3/10/16

FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted US Department of Housing and Urban Development – Office of Administration		2. Federal Grant or Other Identifying Number Assigned By Federal Agency B-08-NI-WI-0007		OMB Approval No. 0348-0039	Page 1	of 1
3. Recipient Organization (Name and complete address, including ZIP code) Douglas County 1313 Belknap Street Superior, WI 54880						
4. Employer Identification Number 39-6005689		5. Recipient Account Number or Identifying Number		6. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7. Basis <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual
8. Funding/Grant Period (See Instructions) From: (Month, Day, Year) 4/22/09		To: (Month, Day, Year) 9/30/15		9. Period Covered by this Report From: (Month, Day, Year) 5/5/15		To: (Month, Day, Year) 9/30/15
10. Transactions:				I Previously Reported	II This Period	III Cumulative
a. Total outlays				440,884	0	440,884
b. Recipient share of outlays						
c. Federal share of outlays				440,884	0	440,884
d. Total unliquidated obligations						0
e. Recipient share of unliquidated obligations						0
f. Federal share of unliquidated obligations						0
g. Total Federal share (Sum of lines c and f)						440,884
h. Total Federal funds authorized for this funding period						490,000
i. Unobligated balance of Federal funds (Line h minus line g)						49,116
11. Indirect Expense						
a. Type of Rate (Place "X" in appropriate box) <input checked="" type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed						
b. Rate		c. Base		d. Total Amount		e. Federal Share
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.						
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.						
Typed or Printed Name and Title Richard Roeser, Business Development Specialist				Telephone (Area code, number and extension) 715/635-2197		
Signature of Authorized Certifying Official 				Date Report Submitted 11/19/15		



DOUGLAS COUNTY

OFFICE OF ADMINISTRATOR

Andrew G. Lisak
1316 N. 14th Street • Suite 301
Superior, WI 54880
(715) 395-1335 Fax (715) 395-1312

**DOUGLAS COUNTY
MISSION STATEMENT**
The mission of Douglas County is
to provide cost-effective services,
with equal access to all citizens;
to continue and enhance partnerships;
to responsibly manage our resources
and plan for the future.

FY 2008 NEIGHBORHOOD INITIATIVE SPECIAL PROJECT (B-08-NI-WI-0007) Parkland Industrial Park Final Performance Report

The Parkland Industrial Park contains approximately 150 acres of Douglas County owned land that is zoned for industrial development and is within the city limits of the City of Superior. This site is adjacent to both Canadian National (which runs from Vancouver, BC to Chicago IL and Union Pacific main rail lines. The park is within one mile of U.S. Highway 53 & 2, within 10 miles of Interstate 35 and within five miles of Lake Superior port facilities.

Utilities currently available include electricity and nearby natural gas. Douglas County's goal has been to develop the park into a rail-served industrial park. Through a Neighborhood Initiative Grant from the United States Department of Housing and Urban Development, Douglas County was able to engage a group of professionals to 1) determine industries most likely to locate in the park; 2) determine utility and transportation needs for the targeted industries likely to utilize the park; 3) design and engineer utilities to serve the park including: water, sanitary sewer, electricity, natural gas, roads, rail and raw material conveyance systems; 4) provide delivery options for many of these utilities with cost estimates; and 5) develop a plan to minimize the impact on existing wetlands and a plan to mitigate any wetlands disturbed due to utility extensions and construction by likely industrial users.

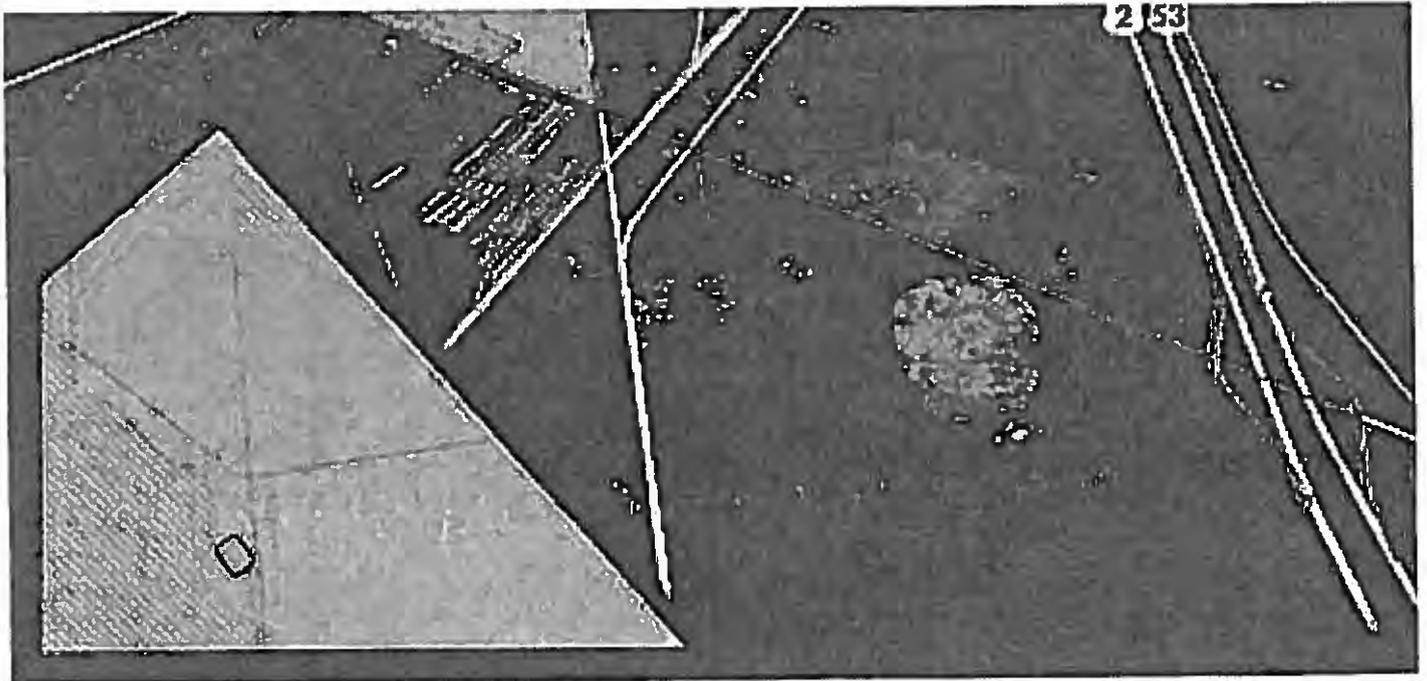
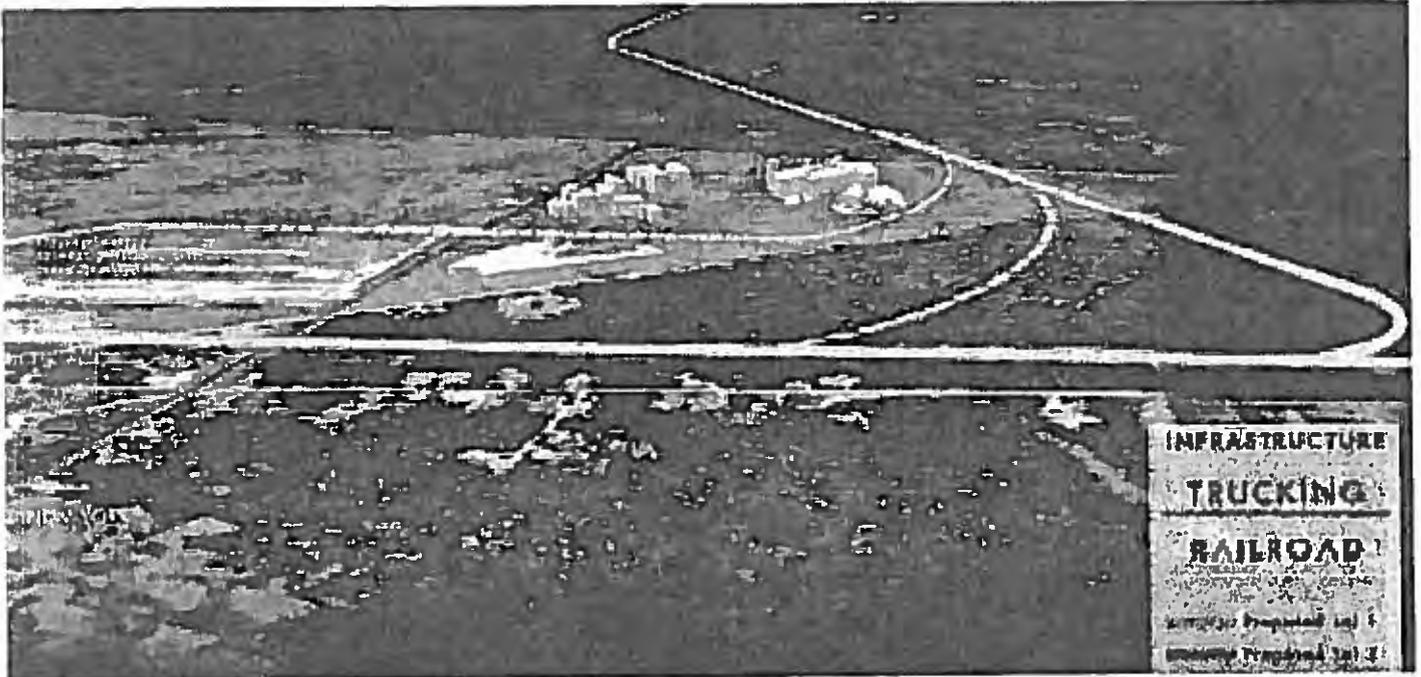
Project objectives were as follows:

- Phase 1 – Pre Design Due Diligence Phase
- Phase 2 – Industrial Park Development Plan Phase
- Phase 3 – Capital Improvement and Phasing Plan Phase
- Phase 4 – Add Alternate No. 1 Permit Assistance
- Phase 5 – Add Alternate No. 2 Phase II Environmental Site Assessment (ESA)
- Phase 6 – Add Alternate No. 3 Construction Bid Phase

With the exception of engineering for the Phase 5 –Add Alternate No. 2 Phase II ESA and the Phase 6-Add Alternate No. 3 Construction Bid Phase, all of the project objectives were met. These objectives were not completed due to the discontinuation of expected alternative funding sources. Funding allocated for these unmet objectives that did not occur resulted in unused funds to be canceled by HUD.

The engineering and design work completed due to the HUD NI Grant, enabled Douglas County to respond expeditiously to qualified inquiries from two large industrial users. Although those users did not select the Parkland site for their respective project, the engineering and design documents well position the Parkland site for future industrial prospects. The County will continue to market the Parkland site with the expectation of securing a business that will fully utilize the site's utility and transportation infrastructure attributes.

PARKLAND INDUSTRIAL PARK



Source: <http://www.krechojard.com/project/parkland-industrial-park/>



**Northwest Regional
Planning Commission**
an economic development district

Serving communities within and counties of
ASHLAND • BAYFIELD • BURNETT
DOUGLAS • IRON • PRICE • RUSK
SAWYER • TAYLOR • WASHBURN
And the Tribal Nations of
BAD RIVER • LAC COURTE OREILLES
LAC DU FLAMBEAU • RED CLIFF • ST. CROIX

2/03/2016

Ms. Holly A. Kelly
U.S. Department of Housing and Urban Development
Community Planning and Development
Office of Policy Development and Coordination/Closeout Team
451 7th Street, SW, Room 7146
Washington, DC 20410

RE: Neighborhood Initiative Project No. B-08-NI-WI-0007

Dear Ms. Kelly:

Please find enclosed the Grant Closeout Package for FY 2008 NEIGHBORHOOD INITIATIVE SPECIAL PROJECT (B-08-NI-WI-0007) - Douglas County Parkland Industrial Park. This Closeout Package contains:

- Certificate of Project Completion
- Grant Close-Out Agreement
- Standard Form 425 "Federal Financial Report"
- Final Performance Report

Please contact me if you have any questions at 715-635-2197 or crohde@nwrpc.com.

Respectfully,

Crystal Rohde

Crystal Rohde
Business Development Specialist



Line of Credit Control System (A67)
Grant Detail



Front Page → [B06SPNY0711](#) → [B06SPIA0283](#) → [Grant History](#) → [B05NIMO0033](#) → [B08NIWI0007](#)

B08NIWI0007 COUNTY OF DOUGLAS
CPD Technical Assistance Grants (CDB3)

User: L. Stillwell

General

Region: 11 WASHINGTON CPD	Authorized: 440,883.08
Office: 92 HEADQUARTERS	Disbursed: 440,883.08
Tax ID: 39-6005689 → CDB3	In Process: 0.00
DUNS:	Balance: 0.00

- Actions**
- [PAS Project Detail](#)
 - [Disbursement History](#)
 - [Letter History](#)
 - [Update Thresholds](#)
 - [Discontinue Letters](#)
 - [Receipt of Outstanding Document](#)
 - [Project Notes](#)
 - [Update Mailing Address](#)
 - [Suspend/Unsuspend](#)

Semi-Annual Report Due covering 11-05-2013 to 05-04-2014, due 05-31-2014

Semi-Annual Report Due covering 05-05-2014 to 11-04-2014, due 12-01-2014

Semi-Annual Report Due covering 11-05-2014 to 05-04-2015, due 05-31-2015

Semi-Annual Report Due covering 05-05-2015 to 11-04-2015, due 12-01-2015

Program Area Level Payment Information LOCCS Created: 02-17-2010

ABA No.: 0750-0005-1	Effective Date: 05-05-2009
BMO HARRIS BANK	

Account No.: 0044722238 Checking

Pymt Mthds: ACH

Contractual Organization Tax ID: [39-6005689](#)

COUNTY OF DOUGLAS
1313 Belknap St
Superior, WI 54880-2779

Payee Organization Tax ID: [39-6005689](#)

- same as above -

Correspondence Mailing Address

- same as contractual-

[Back to Top](#) ▲