AGENDA FOR THE
DOUGLAS COUNTY BOARD OF SUPERVISORS
TELECONFERENCE MEETING
JOIN BY PHONE:  1-318-576-1128; PIN 579 869 788#
Thursday, April 9, 2020, 6:00 p.m.

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

Meeting called to order by Chairman Mark Liebaert.

Pledge of Allegiance to be recited.

Roll call taken by County Clerk Susan Sandvick.

Approval of the March 19, 2020, meeting minutes.

CORRESPONDENCE

None

RESOLUTIONS

#17-20: Resolution by Supervisor Allen recommending land sales. (Exhibit A-4-20)

#18-20: Resolution by Supervisor Liebaert recommending approval of sale of county-owned land to adjacent landowners. (Exhibit B-4-20)

#19-20: Resolution by Supervisor Liebaert recommending approval of land purchase for county forest. (Exhibit C-4-20)

#20-20: Resolution by Supervisors Liebaert and Jaques recommending approval of elected officials salary for County Clerk, Treasurer, and Register of Deeds for next term of office.

#21-20: Resolution by Supervisors Liebaert and Jaques recommending approval of budgetary transfers. (Exhibit D-4-20)

#22-20: Resolution by Supervisor Liebaert recommending designation of employee positions as “emergency responder” as applicable under the Families First Coronavirus Response Act.

#23-20: Resolution by Supervisors Liebaert and Allen recommending approval of (1) Property Management Agreement – Fairground Property; and (2) Property Management Agreement – Racetrack Property. (Exhibit E-4-20)

#24-20: Resolution by Supervisors Liebaert and Jaques recommending approval of labor agreement between Douglas County Deputy Sheriff’s Association, Local 41 of the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association and Douglas County (Law Enforcement Department). (Exhibit F-4-20)

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.
COUNTY ADMINISTRATOR REPORT

COUNTY BOARD CHAIR REPORT

APPOINTMENTS
None

COMMITTEE REPORTS

YOUTH REPRESENTATIVE REPORT

APPROVAL OF BILLS AND CLAIMS (on iPad paperless drive)

FUTURE AGENDA ITEMS

ADJOURNMENT: Next regularly scheduled meeting – May 21, 2020; reorganization meeting – April 21, 2020.

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: Super One Foods (Oakes Avenue); Superior One Foods (Harbor View); www.douglascountywi.org
E-mailed: Superior Telegram

Kaci Jo Lundgren 4-3-2020
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**RESOLUTION #17-20**

**RESOLUTION BY SUPERVISOR ALLEN**

Subject: Land Sales

WHEREAS, the following parcels of land were advertised on March 3, 6, and 13, 2020, in accordance with Section 76.59, Wisconsin Statutes, and the highest bid received is as follows:

- $15,000.00 Parcel 3-20: NE1/4 of the NE1/4 of the NE1/4, Section 30-46-11, Town of Bennet, from Colin Peterson. Intended use: Residential.
- $2,010.00 Parcel 6-20: Lot 21, Block 29, West Superior Second Division, City of Superior, from Judith Severin. Intended use: Storage shed/carport.
- $1,050.00 Parcel 8-20: Lot 22, Block 18, Oliver Bridge Division, 12-48-15, Village of Oliver, from James and Jacquelyn Runions. Intended Use: Future building site.

WHEREAS, the following parcel of land was advertised on March 7, 14, and 21, 2008, and also previous advertised on March 6, 13, and 20, 2020, in accordance with Section 76.59, Wisconsin Statutes, and the highest bid received is as follows:

- $12,500.00 Parcel 1-08: A parcel of land consisting of 6-1/2 acres lying in the SE corner of the NW1/4 of the SE1/4, Section 9-47-14, (complete legal description available at County Clerk’s Office), Town of Superior, from John Heifner. Intended Use: Adjacent property owner.

WHEREAS, the following parcel of land was advertised on November 1, 8, and 15, 2013, and also previous advertised on March 6, 13, and 20, 2020, in accordance with Section 76.59, Wisconsin Statutes, and the highest bid received is as follows:

- $2,595.00 Parcel 46-13: Part of the NE1/4 of the SW1/4, Section 8-48-12, (complete legal description available at County Clerk’s Office), Town of Lakeside, from Chris Crawford. Intended Use: Cabin/campsite.

WHEREAS, the following parcel of land was advertised on August 31 and September 7, and 14, 2018, and also previous advertised on October 5, 12, and 19, 2018, in accordance with Section 76.59, Wisconsin Statutes, and the highest bid received is as follows:
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$ 2,000.00   Parcel 28-18: Lot 4-7, and Lots 18-21, Block 88, East Superior Third Division, Section 15-48-13, also vacated street, avenue and alleys per Resolution #850780, Town of Parkland, from Jessica Belich. Intended Use: Residential - raze building/rebuild.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors, in regular meeting assembled, authorizes the County Clerk to execute quit claim deeds on the above named properties.

Dated this 9th day of April, 2020.

(Fiscal Note: Increase “Profit and Loss on Land Sales Account” by $35,155.00)
EXHIBIT A-4-20

RESOLUTION #17-20
Land Sale – Map

Presented by Supervisor Allen

DOUGLAS COUNTY BOARD OF SUPERVISORS
April 9, 2020
PARCEL #3-20 - $15,000
COLIN PETERSON
APPROX. 10 ACRES

PARCEL #6-20 - $2,010
JUDITH SEVERIN
APPROX. 25’ X 140’ LOT
RESOLUTION #17-20 CONTINUED

PARCEL #8-20 - $1,050
JAMES & JACQUELYN RUNIONS
APPROX. .09 ACRES
RESOLUTION #17-20
PREVIOUSLY ADVERTISED PARCELS

PARCEL #1-08 - $12,500
JOHN & SANDRA HEIFNER
APPROXIMATELY 6.5 ACRES

PARCEL #46-13 - $2,595
CHRIS CRAWFORD
APPROXIMATELY 2.9 ACRES
RESOLUTION #17-20 CONTINUED

PREVIOUSLY ADVERTISED PARCELS

JESSICA BELICH - $2,000
PARCEL #28-18
APPROX. .59 ACRES
RESOLUTION #18-20
RESOLUTION BY SUPERVISOR LIEBAERT

Subject: Sale of County Owned Land

WHEREAS, Douglas County owns the following three parcels of land described as:

(1) Part of Government Lot 6 located in Northwest Quarter of the Southwest Quarter, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin (PIN #SS-181-00357-00), parcel contains approximately 988 square feet more or less and is further described in Exhibit B-4-20 -- Exhibit A.

(2) Part of Government Lot 6 located in Northwest Quarter of the Southwest Quarter, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin (PIN #SS-181-00357-00), parcel contains approximately 500 square feet more or less and is further described in Exhibit B-4-20 -- Exhibit B.

(3) Part of Government Lot 6 located in Northwest Quarter of the Southwest Quarter, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin (PIN #SS-181-00357-00), parcel contains approximately 4,340 square feet more or less and is further described in Exhibit B-4-20 -- Exhibit C.

WHEREAS, Kenneth C and Pamela J Mertz own the following two parcels of land described as:

(1) Part of Government Lot 6 located in Northwest Quarter of the Southwest Quarter, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin (PIN #SS-181-00351-00), parcel has a property address of 9220 East Main Street, Solon Springs and is further referenced in Exhibit B-4-20 -- Exhibit A.

(2) Part of Government Lot 6 located in Northwest Quarter of the Southwest Quarter, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin (PIN #SS-181-00351-00), and is further referenced in Exhibit B-4-20 -- Exhibit A.

WHEREAS, S-T Partners LLC, Paul Schultz, owns the following parcel of land described as:

Part of Government Lot 6 located in Northwest Quarter of the Southwest Quarter, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin
WHEREAS, the Village of Solon Springs owns the following parcel of land described as:

Part of Government Lot 6 located in Northwest Quarter of the Southwest Quarter, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin (PIN #SS-181-00356-01), parcel has a property address of 9240 East Main Street, Solon Springs and is further referenced in Exhibit B-4-20 -- Exhibit C.

WHEREAS, sale of said properties will provide resolution to long standing encroachment issues involving portions of an asphalt driveway being located on land owned by Douglas County; and

WHEREAS, the Douglas County Board has the authority to sell said property pursuant to SS59.52(6) Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of Supervisor Liebaert and hereby approves the sale of 3 parcels of land as herein described to the respective adjacent property owners herein referenced at a price to be no less than Five-Hundred and 00/100 Dollars ($500.00) for each parcel.

BE IT FURTHER RESOLVED that said adjacent property owners shall each be fully responsible for covering all respective closing costs for each land sale.

BE IT FURTHER RESOLVED that said adjacent property owners shall be fully responsible for full expense reimbursement for all staff time and surveying services dedicated to the project and such costs shall be determined by evenly splitting the total costs amongst all three adjacent property owners.

BE IT FURTHER RESOLVED that the proceeds of the land sales and reimbursements herein described be designated and reserved in the Forestry Department’s fund balance to be used exclusively for future County Forest surveying needs.

BE IT FURTHER RESOLVED that the Director of Forestry and Natural Resources for Douglas County, be hereby authorized to act on behalf of Douglas County as sole signatory on all real estate documents and other related instruments necessary to successfully complete the project, including but not limited to deeds, transfers, assignments, agreements, contracts, obligations, and/or closing statements.
BE IT FURTHER RESOLVED that these land sales shall not set a future precedent for resolving encroachment or trespass issues on county owned land and was determined to be in the best interest of Douglas County for this particular circumstance only.

Dated this 9th day of April, 2020.

(Committee Action: Not applicable; operating under Resolution #16-20, Proclamation of County Emergency in Douglas County)
(Fiscal Note: None)
RESOLUTION #18-20
Sale of County Owned Land

Presented by Supervisor Liebaert
EXHIBIT A

Legal Description:

That part of Government Lot 6, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin, described as follows:

Commencing at the West Quarter Corner of said Section 25 marked by a 3/4" iron rod; thence South 89 degrees 46 minutes 02 seconds East, along the East Quarter Line of said Section 25, a distance of 328.86 feet; thence South 00 degrees 13 minutes 58 seconds West a distance of 172.75 feet to the Point of Beginning; thence continuing South 00 degrees 13 minutes 58 seconds West a distance of 10.25 feet to a 3/4" capped rebar; thence North 89 degrees 46 minutes 02 seconds West a distance of 96.21 feet to the right of way line of Railroad Street marked by a 3/4" capped rebar; thence North 01 degree 12 minutes 44 seconds West, along said right of way line, a distance of 10.25 feet, thence South 89 degrees 46 minutes 02 seconds 02 seconds East a distance of 96.47 feet to the Point of Beginning.

Cornerstone Surveying and Mapping, Inc.
6637 S. Woodland Trail * Lake Nebagamon, WI 54849
Phone: 715-374-2331 * www.csm-wi.net

Exhibit Drawing and Legal Description
Part of Gov't. Lot 6, Section 25, T45N, R12W
Village of Solon Springs, Douglas County, WI

I hereby certify that this survey was prepared by me or under my direct supervision in accordance with Chapter A-E 7 and that it is correct to the best of my knowledge and belief.

William G. Anderson
Wi Lic. No. S-2547

Date: 4/1/20
The E-W Quarter Line 25 bears S89°46'02"E and is referenced to the Douglas County Coordinate System.

Legend:

- ● 3/4" iron rod found.
- ▲ PK nail found.
- ○ 3/4" x 24" rebar set w/ plastic cap affixed.

Legal Description:

That part of Government Lot 6, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin, described as follows:

Commencing at the West Quarter Corner of said Section 25 marked by a 3/4" iron rod; thence South 89 degrees 46 minutes 02 seconds East, along the East-West Quarter Line of said Section 25, a distance of 378.86 feet; thence South 00 degrees 13 minutes 58 seconds West a distance of 173.00 feet to the Point of Beginning marked by a 3/4" capped rebar; thence continuing South 00 degrees 13 minutes 58 seconds West a distance of 10.00 feet to a 3/4" capped rebar; thence North 89 degrees 46 minutes 02 seconds West a distance of 50.00 feet to a 3/4" capped rebar; thence North 00 degrees 13 minutes 58 seconds East a distance of 10.00 feet, thence South 89 degrees 46 minutes 02 seconds East a distance of 50.00 feet to the Point of Beginning.
Legal Description:

That part of Government Lot 6, Section 25, Township 45 North, Range 12 West, Village of Solon Springs, Douglas County, Wisconsin, described as follows:

Commencing at the West Quarter Corner of said Section 25 marked by a 3/4" iron rod; thence South 89 degrees 46 minutes 02 seconds East, along the East-West Quarter Line of said Section 25, a distance of 609.86 feet; thence South 00 degrees 13 minutes 58 seconds West a distance of 33.00 feet the south right of way line of Main Street and the Point of Beginning marked by a 3/4" capped rebar; thence continuing South 00 degrees 13 minutes 58 seconds West a distance of 140.00 feet to a 3/4" capped rebar; thence North 89 degrees 46 minutes 02 seconds West a distance of 31.00 feet; thence North 00 degrees 13 minutes 58 seconds East a distance of 140.00 feet to the south right of way line of Main Street, thence South 89 degrees 46 minutes 02 seconds East, along said south line, a distance of 31.00 feet to the Point of Beginning.

Cornerstone Surveying and Mapping, Inc.
6837 S. Woodland Trail * Lake Nebagamon, WI 54849
Phone: 715-374-2331 * www.csm-wi.net

Exhibit Drawing and Legal Description
Part of Gov't. Lot 6, Section 25, T45N, R12W
Village of Solon Springs, Douglas County, WI

I hereby certify that this survey was prepared by me or under my direct supervision in accordance with Chapter A-E 7 and that it is correct to the best of my knowledge and belief.

William G. Anderson
WI Lic. No. S-2547
Date: 4/1/20
RESOLUTION #19-20
RESOLUTION BY SUPERVISOR LIEBAERT

Subject: Land Purchase for County Forest

WHEREAS, Supervisor Liebaert recommends purchasing approximately 120.0 acres from Michael W. Marolt and Webb Lake LLC to meet objectives of the Douglas County Forest Comprehensive Land-Use Plan 2006-2020, and

WHEREAS, the property is described as follows:

The South Half (S½) of the Southwest Quarter (SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼), Section Fifteen (17), Township Forty-Three (43) North, Range Thirteen (13) West, Town of Wascott, Douglas County, Wisconsin, containing approximately 120.0 acres more or less (PIN’s #WA-032-01728-00 and part of #WA-032-01731-00); and

WHEREAS, said property is further described in Exhibit C-4-20, and

WHEREAS, the property includes an existing perpetual, non-exclusive scenic easement granted to the United States of America for purposes of the St. Croix National Scenic Riverway, for protection of the corridors along the St. Croix River and Buckley Creek, and

WHEREAS, acquisition of this property will perpetually provide opportunities to supply the local economy with forest products and generate revenues to the county, provide outdoor recreation opportunities to the public, protect approximately a 3/4 mile stretch of Buckley Creek frontage, protect frontage of an unnamed woodland pond, conserve ecological and biological attributes, and enhance blocking of and access to lands open to public use, and

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County Forest Land pursuant to SS59.52(6) and 28.10, Stats.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors accept the recommendation of Supervisor Liebaert and hereby approves the purchase of approximately 120.0 acres from Michael W. Marolt and Webb Lake LLC at a purchase price not to exceed Fifty-Eight Thousand and 00/100 Dollars ($58,000.00); said price includes value of the land ($55,000) and estimated real estate transaction closing expenses not to exceed ($3,000).
BE IT FURTHER RESOLVED that the purchased property herein described be applied for special use lands entry under the Wisconsin County Forest Law.

BE IT FURTHER RESOLVED that the Director of Forestry and Natural Resources for Douglas County is directed to forward said application for entry to the Wisconsin Department of Natural Resources for approval.

BE IT FURTHER RESOLVED that the Director of Forestry and Natural Resources for Douglas County, be hereby authorized to act on behalf of Douglas County as sole signatory on all real estate documents and other related instruments necessary to successfully complete the acquisition, including but not limited to deeds, transfers, assignments, agreements, contracts, obligations, closing statements, and/or County Forest Law entry applications.

Dated this 9th day of April, 2020.

(Committee Action: Not applicable; operating under Resolution #16-20, Proclamation of County Emergency in Douglas County)

(Fiscal Note: $58,000 decrease in Land Acquisition Account; included in Resolution #21-20)

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- Lost _______
- Refer _______
- Amend _______
- Other _______

Rev. 11-21-19
EXHIBIT C-4-20

RESOLUTION #19-20
Land Purchase for County Forest

Presented by Supervisor Liebaert
LAND ACQUISITION PROJECT (approx. 120 acres)

S ⅓ of the SW ¼, SWSE Section 17, T43N - R13W, Town of Wascott, Douglas County, Wisconsin

- Public Road
- General Forest Road
- Potential Acquisition Parcels (120 acres)
- Property Parcels
- NPS Scenic Riverway Easement
- Douglas County Forest Land
### RESOLUTION #20-20

**RESOLUTION BY SUPERVISORS LIEBAERT AND JAQUES**

Subject: Elected Officials Salaries Established

WHEREAS, pursuant to Wisconsin Statutes §59.22(1), the Douglas County Board of Supervisors must establish the total annual compensation for services to be paid to county officials (other than supervisors and circuit judges) prior to the earliest time for filing nomination papers for the county elective office, and

WHEREAS, the Board desires to establish the total annual compensation for county elected officials, which is separate and distinct from the fringe benefits offered by Douglas County to elected officials, and which fringe benefits are subject to increase or decrease during the officer’s term at the discretion of the Board and in accordance with state and federal law, and

WHEREAS, as part of Douglas County’s fringe benefit program, county elected officials may participate in the Wisconsin Retirement System in accordance with state law, and

WHEREAS, as part of Douglas County’s fringe benefit program, county elected officials may elect to receive health insurance coverage under the same terms and conditions as the health insurance coverage offered to non-represented managerial county employees who are not law enforcement managerial employees or non-represented managerial employees described in Wisconsin Statutes § 111.70(1)(mm)2.

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Board of Supervisors that the total annual compensation for county elected officers under Wisconsin Statutes §59.22(1) shall be as follows, effective on the first day of a term of office that begins after the date of this resolution:

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<tr>
<th>Year</th>
<th>County Clerk</th>
<th>Register of Deeds</th>
<th>Treasurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$70,794 (2.00%)*</td>
<td>$65,694 (2.00%)</td>
<td>$65,694 (2.00%)</td>
</tr>
<tr>
<td>2022</td>
<td>$72,210 (2.00%)</td>
<td>$67,008 (2.00%)</td>
<td>$67,008 (2.00%)</td>
</tr>
<tr>
<td>2023</td>
<td>$73,654 (2.00%)</td>
<td>$68,348 (2.00%)</td>
<td>$68,348 (2.00%)</td>
</tr>
<tr>
<td>2024</td>
<td>$75,127 (2.00%)</td>
<td>$69,715 (2.00%)</td>
<td>$69,715 (2.00%)</td>
</tr>
</tbody>
</table>

*plus one time lump sum of $5,000

BE IT FURTHER RESOLVED that the aforementioned county officials are entitled to participate in the Wisconsin Retirement System in accordance with law and the county shall pay only its share of contributions required by law.
BE IT STILL FURTHER RESOLVED that the aforementioned county elected officials are entitled to participate in Douglas County’s health insurance program subject to terms and conditions of the program, which may be modified from time to time, under the same terms and conditions as the health insurance coverage offered to non-represented managerial county employees described in Wisconsin Statutes § 111.70(1)(mm)2.

Dated this 9th day of April, 2020.

(Committee Action: Not applicable; operating under Resolution #16-20, Proclamation of County Emergency in Douglas County)  
(Fiscal Note: Increase in personnel costs by year: 2021 – $9,343; 2022 -- $4,431; 2023 - $4,500; and 2024 -- $4,597.)
RESOLUTION #21-20
RESOLUTION BY SUPERVISORS LIEBAERT AND JAQUES

Subject: Budgetary Transfers

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of Supervisors Liebaert and Jaques and approves the budgetary transfers as set forth in Exhibit D-4-20.

Dated this 9th day of April, 2020.

(Committee Action: Not applicable; operating under Resolution #16-20, Proclamation of County Emergency in Douglas County)
(Fiscal Note: Included in Exhibit D-4-20)
(Administrative Note: Two-thirds vote of Board-elect required)
EXHIBIT D-4-20

RESOLUTION #21-20
Budgetary Transfers

Presented by Supervisors Liebaert and Jaques

DOUGLAS COUNTY BOARD OF SUPERVISORS
April 9, 2020
<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
<th>Explanation</th>
<th>Document #</th>
<th>Fiscal Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Conservation</td>
<td>50,000</td>
<td>Record grant for Education, Prevention and Planing. County levy match required $18,500 - source to be determined (ERF)</td>
<td>214810</td>
<td>Increase Land Conservation Expenditures $50,000 (Db 61428.5299) Increase Intergovernmental Revenues $50,000 (Cr 61428.4358)</td>
</tr>
<tr>
<td>Courts</td>
<td>105,000</td>
<td>Release Capital Projects funds for Court Sound System.</td>
<td>215161</td>
<td>Increase Capital Projects Outlay $105,000 (Db 72611.5857.22) Decrease 2018 Capital Projects $30,000 (Cr 15420.3443.18) Decrease 2019 Capital Projects $75,000 (Cr 15420.3443.19)</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>416</td>
<td>Release contingency funds to pay for increase in Northern Waters Library Service</td>
<td>215343</td>
<td>Increase Library Payments $416 (Db 51110.5724) Decrease Contingency Fund $416 (Cr 15210.5599)</td>
</tr>
<tr>
<td>Forestry</td>
<td>58,000</td>
<td>Release Land Acquisition funds for purchase of property in Town of Solon Springs</td>
<td>215345</td>
<td>Increase Fixed Assets Land $58,000 (Db 61101.1821) Decrease Land Acquisition Fund $58,000 (Cr 61101.3316.7)</td>
</tr>
<tr>
<td>Highway</td>
<td>64,998</td>
<td>Release reserves for land improvement, building improvement, and trucks and autos.</td>
<td>215392</td>
<td>Increase Land Improvement $6,000 (Db 31110.1822) Increase Building Improvement $27,264 (Db 31110.1832) Increase Trucks and Auto $31,734 (Db 31110.1851) Decrease Capital Budget Carryover $37,734 (Cr 31110.3319.10) Decrease Capital Projects $27,264 (Cr 31110.3319.7)</td>
</tr>
</tbody>
</table>
RESOLUTION #22-20
RESOLUTION BY SUPERVISOR LIEBAERT

Subject: Emergency Responder Employee Positions Designated

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States, and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern, and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin, and

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID-19, and

WHEREAS, on March 18, 2020, President Donald Trump signed the Families First Coronavirus Response Act (“FFCRA”), which expands the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act), and creates a paid sick leave entitlement for certain eligible employees (Emergency Paid Sick Leave Act), and

WHEREAS, the provisions of the FFCRA allows employers to exempt “emergency responders” and “health care provider” from provisions of the FFCRA, and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency, and

WHEREAS, Paragraphs 1 and 12 recognize that all services provided by local governments to ensure the continuing operation of the government body and provide and support the health, safety, and welfare of the public are considered “Essential Governmental Functions” that must continue during the duration of Emergency Order #12, and

WHEREAS, Emergency Order #12 categorically exempts broad categories of local government employees from the restrictions contained therein and otherwise provides local governments with broad discretion to identify employees and contractors necessary for the performance of a local government’s “Essential Governmental Functions”, and
WHEREAS, the purpose of this resolution is to provide the process for identifying employees, categories of employment, positions and/or departments that are “emergency responders” or “health care providers” under the FFCRA and, as a result, exempt from the provisions of the FFCRA.

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Board of Supervisors that:

1. The following positions in Douglas County are hereby designated as “emergency responder” for purposes of the application and implementation of the FFCRA: Law Enforcement Deputies; Jail staff; 911 Dispatchers; Public Health Nurses; Health Officer; Social Workers; Emergency Management staff; Finance and Information Technology staff; Buildings and Grounds staff; Highway Maintenance Workers and Mechanics.

2. It is the intent of this resolution to define the terms “emergency responder” in the broadest sense possible consistent with the law in an effort to ensure and continue our essential functions during this time of emergency. Final determinations regarding the definition of emergency responder as applied to any employment position with Douglas County shall be determined by the Douglas County Board of Supervisors with such decision being final.

Dated this 9th day of April, 2020.

(Committee Action: Not applicable; operating under Resolution #16-20, Proclamation of County Emergency in Douglas County)
(Fiscal Note: None)
## RESOLUTION #23-20

**RESOLUTION BY SUPERVISORS LIEBAERT AND ALLEN**

Subject: Property Management Agreements for Fairground and Racetrack Properties

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of Supervisors Liebaert and Allen and approve: (1) Property Management Agreement – Fairground Property; and (2) Property Management Agreement – Racetrack Property, as set forth in Exhibit D-4-20.

Dated this 9th day of April, 2020.

(Committee Action: Not applicable; operating under Resolution #16-20, Proclamation of County Emergency in Douglas County) (Fiscal Note: None)
EXHIBIT E-4-20

RESOLUTION #23-20
Property Management Agreements for Fairground and Racetrack Properties

Presented by Supervisors Liebaert and Allen

DOUGLAS COUNTY BOARD OF SUPERVISORS
April 9, 2020
DOUGLAS COUNTY, WISCONSIN

PROPERTY MANAGEMENT AGREEMENT

FAIRGROUND PROPERTY

THIS AGREEMENT is made this ___ day of _________________, 2020, by and between the County of Douglas, Wisconsin, a quasi-municipal corporation (hereafter referred to as “the County”) and the DHL Management, LLC, (hereafter referred to as “the Operator”) for the mutual and exclusive purpose of the management and operation of the Douglas County Fairground Property (hereafter referred to as “the Property”). The parties to this Agreement shall be bound by the following terms and conditions.

Article 1. Purpose
The purpose of this Agreement is to set forth the terms, obligations, and responsibilities of both parties for the management of the property commonly known as the Douglas County Fairground.

Article 2. Physical Characteristics of the Property/Facilities
2.01 Location
Douglas County is the owner of property located at 4700 Tower Avenue, Superior, Wisconsin, legally described as follows:

The N 1/2 of the SE ¼, 34-49-14, lying East of Tower Avenue, except for those parts conveyed for road right-of-way purposes, City of Superior.

2.02 Land Size
The Property is outlined in red on Exhibit A attached hereto.

2.03 Building Sites
  2.03.01 Multi-purpose Building. Rental for community and/or private events, subject to lease between Douglas County and Curling Club.

  2.03.02 Ancillary Buildings/Areas. Livestock barn, poultry barn, horse barn, two horse arenas, Midway Diner, grey concession building, M&F restrooms, open pavilion, white garage, multi-purpose garage, fair office, 4-H youth building.

  2.03.04 Miscellaneous Features. Douglas County retains control of the parking lot on the west side of Tower Avenue, allowing shared usage with Operator and Head of the Lakes Management Group for events only; electronic sign (shared usage and maintenance costs with Head of the Lakes Management Group); 20 RV hook-ups; 50 electrical.

2.04 Property Rights
The ownership of building(s) and real property shall remain with the County.
2.05 Site Utility Services
  2.05.01 Electrical, Natural Gas, Water and Sewer Service. The Operator shall be responsible for payment of said services with the exception of the charges incurred by the Curling Club at the Multi-purpose Building from October 15 to April 15 of each year.

  2.05.02 Sewer Service. The Operator is responsible for payment of services for all sewer dumping sites on the property with the exception of the charges incurred by the Curling Club at the Multi-purpose Building from October 15 to April 15 of each year.

  2.05.03 Storm Water Assessment. The County will be responsible for payment of the annual storm water assessment applicable to periods subject to the agreement.

  2.05.04 Trash and Recycling Service. The Operator is responsible for the removal of trash in a timely fashion for any and all of their events and for payment for said services. The Operator shall comply with all state and local laws in regard to recycling and shall be responsible for all costs associated therein.

2.06 Food Service Vendors
  2.06.1 Presently there is one (1) food vending building on the Property. The building and fixtures are owned by The Eagles. The Operator shall contract with The Eagles for operation during scheduled events. The Operator shall be responsible for executing all contracts with vendors and payment of all utilities associated with vending sites.

  2.06.2 Other. Operator may charge food vendors rent for operating on fairground property during scheduled events.

2.07 Minimal Annual Use Obligations
The Operator shall be required to honor the following agreements in effect for the following organizations during the stated times for the use of the whole or named part of the Property:

  2.07.01 Multi-purpose Building. The Operator shall not interfere with or impair access or use of the multi-purpose building by the Superior Curling Club or its permittees or otherwise impair the Superior Curling Club’s rights under its lease of the multi-purpose building with the County. Parking may not be allowed on the paved area adjacent to the multi-purpose building when events are scheduled in that building. Handicapped parking spaces must be located to the left (or East) of the camping pedestals across from the multi-purpose building.

  2.07.02 Racetrack Property. The Operator shall not interfere with or impair access or use of the grandstand area, racetrack, and Speedway Diner by the Head of the Lakes Management Group, LLC, or its permittees or otherwise impair the Head of the Lakes Management Group, LLC’s, rights under its Property Management Agreement with the County. The Operator agrees to ensure that during racing events the Head of the Lakes Management Group, LLC, will have access to parking and RV hook ups.
2.07.03 User Groups. The Operator shall make a good faith effort to negotiate fair terms of usage with user groups over the use of the Property, with priority use given to 4H groups.

Article 3. Scope of Work
Described below are the minimally acceptable standards of performance by the Operator. The Operator shall act as an independent contractor and agrees that no employee, joint venture or other relationship with the County will be formed based upon this agreement or the services provided herein. The Operator shall not subcontract any duties under the terms of this Agreement.

3.01 Operator Requirements
3.01.01 Annual Head of the Lakes Fair. The Operator will plan, organize, promote and execute the annual Head of the Lakes Fair during the term of this agreement. The Operator shall be responsible for executing all necessary contracts for this event, including without limitation, negotiating and administering contracts for entertainment and contracts for food vendors, exhibitors and midway entertainment. The Operator is responsible for securing adequate paid and volunteer help for the holding of the fair as well as providing adequate professional security for all scheduled public events during which alcohol will be served. The Operator shall prepare the buildings and other areas of the Property for the holding of this event. During the annual Head of the Lakes Fair parking will be allowed on county-owned property to the west of Tower Avenue.

During fair week, the Operator can use the racetrack and grandstand for other entertainment purposes, as long as those events do not inhibit racing events scheduled by the Head of the Lakes Management Group, LLC.

The Operator will inform Douglas County of the dates of the fair by February 1 of each year covered by this agreement.

3.01.02 Year-Round Management Duties. The Operator shall manage the Property and facilities, with the exclusion of the Multi-purpose Building from October 15th to April 15th, on a year-round basis and set reasonable rental amounts for users and renters thereof and to prepare and maintain the buildings and facilities for said users. This shall include, but not be limited to, the following: special events, conferences, and exhibitions throughout the year which provide revenue, contribute to the community, develop and implement marketing plans to promote all Property events, facilities, and services.

3.01.03 Rental, Funding and Expenses. The Operator’s use and management of the Property under the terms of the Agreement shall be rent free to the Operator. The County shall not be responsible for financial contribution to the operation, maintenance or upkeep of the Property during the term of the Agreement, except as expenditures may be authorized from surcharge collections by the Douglas County Board. The Operator shall be entitled to all revenues received through events or its usage of the Property, excepting the one dollar surcharge applicable to adult tickets to all spectator events in which fees are charged, which shall be remitted to the County.
The amounts paid for storage rental for the first year of the Agreement will be shared equally by the Operator and Head of the Lakes Management Group, LLC; all subsequent amounts paid for storage rental during the term of this Agreement will be the revenue of the Operator.

The amounts paid for rental of the Property shall be prorated for the last year of the Agreement. Any monies paid for storage, facility rental or multi-purpose building rental for the term following the termination of this Agreement shall be paid to the County. At the termination of this Agreement, the Operator shall provide a contact list of renters and any applicable use or rental agreements.

3.01.04 Permitted Uses. The Operator shall keep and use the premises for the purpose described herein and for no other or any unlawful purpose whatsoever. The Operator agrees to use the Property in an environmentally responsible manner and to comply with all state or federal statutes, regulations and rules as well as applicable local ordinances in its operation of the Property and shall be responsible and hold the County harmless for any failure to do so. The Operator also agrees to promote good public relations with nearby residents of the fairground, including making themselves or a duly designated agent readily available to listen and address comments and complaints by local residents.

3.01.05 Property Improvements. The Operator shall not erect any permanent buildings or improvements or make any alternations to existing property or facilities without prior written consent of the Douglas County Land and Development Committee.

Urgent property improvements shall be submitted to the County Administrator or designee, for approval. Upon consultation with the Land and Development Committee Chair (or County Board Chair in his absence), the County Administrator shall either approve or deny the request. Denied requests may be submitted to the Land and Development Committee as provided under the terms of this Agreement.

The Operator either personally or through its agents specifically agree that at least five (5) days before any construction work or labor is done, or materials used or expended by the Operator or on behalf of the Operator by any person, firm, corporation or contractor, the Operator will post and record or cause to be posted and recorded as provided by law, a notice of non-responsibility on behalf of the County, giving notice that the County is not responsible for any work or labor performed or to be performed or materials used or expended or to be used or expended on the Property. The Operator agrees that it will not subject the Property to any construction or other kinds of liens under its activities conducted according to this Agreement; and it will pay any obligations it may incur for labor, work or materials expended under this Agreement and will be fully responsible therefor. Compliance with this paragraph and all work performed hereunder presumes all approvals have been obtained pursuant to this Agreement.

3.01.06 Repair. The Operator shall keep the premises in good repair and reasonably clean at its own expense during the term of this Agreement and must keep in good repair all fixtures, buildings and facilities utilized by the Operator. The County, or a designee,
shall have the right to inspect the premises at all reasonable times and if the Operator fails to keep the premises in reasonable repair and in a clean condition, the County may clean or repair premises and charge the cost thereof to the Operator. This paragraph does not apply to the multi-purpose building during the period from October 15 through April 15, of each year, when it is under the care of the Superior Curling Club. At the termination of this Agreement, the Property shall be returned to the County in substantially the same condition as received, excepting ordinary wear and tear, acts of God or other circumstances covered under the County’s insurance of the Property.

3.01.07 Develop, Maintain and Enforce Rules for the Use of the Property and its Facilities. The facilities shall be maintained in a clean, safe and workable condition by the Operator. It shall be the responsibility of the Operator to repair any damage caused by its operation or negligence. The Operator must meet all safety regulations as set forth by any applicable federal, state or local law, ordinance or regulation. The Operator agrees to inform all users of the Property that bonfires or any open fires not controlled sufficiently will not be tolerated.

3.01.08 Licenses and Permits. The Operator must, at their own expense, identify, provide and maintain in force any and all federal, state and local license and permits for the legal operation of all aspects of the Property.

3.01.09 Funding. The Operator shall be responsible for applying for available grants or other governmental or private sources of funding to promote the fair and/or other uses of the Property. Any application for funding shall not entail encumbrance of the Property.

3.01.10 Staff and Equipment. The Operator shall be responsible for providing all staff and equipment for the operation of the Property. This Agreement shall not create an employment relationship between Douglas County and Operator and Operator and its’ employees. The Operator shall be required to rent, lease or purchase all ordinary maintenance supplies and equipment required for the operation and maintenance of the Property. The Operator shall be responsible for general maintenance and repair of the County owned trade fixtures utilized under the Agreement.

The Operator shall provide the County with an inventory of all personal property, not belonging to third parties, currently on the premises within 60 days of the execution of this Agreement. All personal property owned by the County currently on the premises may not be sold or otherwise removed without the consent of the Douglas County Land and Development Committee. All personal property acquired by the Operator within the duration of this Agreement shall remain the property of the Operator. All fixtures currently on the Property or placed on the premises by the Operator shall be or become the property of the County unless ownership is established via prior agreements.

3.01.11 Accounting. The Operator agrees to provide quarterly financial statements, detailing profit and loss, to the County; and by March 15 of each year, an annual compilation of all revenues and expenses by generally accepted accounting principles, prepared by a certified public accountant, following the previous year of operation. The
3.01.12 Surcharge. The Operator agrees to collect and account for a $1.00 surcharge for all paid adult admissions to spectator events held on the Property for the duration of this Agreement. Said funds are to be collected in accordance with the applicable Douglas County resolution to be used for the purposes specified therein, unless otherwise designated by resolution of the Douglas County Board. Said funds are to be remitted to the Douglas County Clerk within five (5) days of collection along with an accounting of ticket or admission sales and revenues.

3.01.13 Insurance. The Operator shall hold the County harmless from any damages, injuries or other liability caused through its own negligence while operating under the terms of this Agreement and otherwise defend and indemnify the County for the same. It is further agreed that the Operator will maintain at least TWO MILLION DOLLARS ($2,000,000.00) in liability insurance and provide adequate proof of the same to the County prior to its occupancy under this Agreement. The Operator must file proof of liability insurance with the Douglas County Clerk’s office in the amount of $2,000,000.00. Further, the Operator shall provide Worker’s Compensation coverage for its employees in accordance with Wisconsin law. Failure to provide insurance coverage as hereby agreed constitutes a material breach of this Agreement. The County shall be named as an “additional insured” under the policy but only for claims against the County arising out of the acts or omissions of the Operator or arising out of the manner of the Operator’s use of the Property. A certified copy of such policy or certificate shall be delivered to the County endorsed “premium paid” by the Group, LLC or agency issuing the same or accompanied by other evidence satisfactory to the County that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy, and shall provide that such coverage may not be cancelled by such insurance Group, LLC giving the County a prior ten (10) day notice of its intention to cancel said insurance. The Operator shall be responsible for insuring its own property located upon the Property during the term of this Agreement. The County will maintain adequate insurance of the real property through the State Property Fund.

Article 4. Term of Contract
The term of this Agreement shall remain in effect until December 31st, 2022, beginning on May 1, 2020, unless terminated by either party in accordance with the terms hereunder. Upon termination of this Agreement, for any reason, the Operator agrees that it will assist the County with the transition to future management of the premises by fully cooperating with the location and production of all keys, records, property and books of account and will comply with all reasonable requests for access to the premises or for any information necessary to facilitate such transition. The Agreement may be extended for up to three additional years upon notification by Operator to the County prior to 180 days before expiration of the agreement and the County agrees to said extension.
Article 5. Debts
The County shall not be responsible for payment of any debts, judgments or bills incurred on behalf of the Operator or its agents pursuant to this Agreement or past agreements except as specified herein.

Article 6. Damages
The Operator shall be responsible for any damages to the Property which arise during the term of this Agreement, and are the results of a willful act of or through the negligence of the Operator’s agents or employees, or of any person on the Property with the express permission of the Operator. The Operator shall not be responsible for any damage due to acts of God, or which are otherwise covered under the County’s property insurance. The County reserves the right to reasonable inspection of the Property upon reasonable notice.

Article 7. Protection and Security
The Operator agrees to comply with all state, county, and city laws during the term of this Agreement, and to provide adequate professional security for all sponsored public events at which alcohol is served.

Article 8. Hold Harmless
The County and the Operator agree to indemnify and hold the other harmless for liability or responsibility for any injury, damages, costs, fees or other obligations due to the other’s negligence in carrying out its responsibilities under the terms of this Agreement. The Operator shall in no way obligate County funds through any activity conducted in connection with the Agreement and shall reimburse and hold the County harmless should such occur.

Article 9. Termination
This Agreement may be terminated by either party upon written notice to the other party given at least 180 days in advance. This Agreement may be terminated for any material breach of its terms or conditions by either party upon 45 days’ notice; however, the breaching party shall have 20 days after notification in which to cure the alleged breach. Breaches timely cured will not serve as a basis for termination of this Agreement.

Article 10. Notices
Any written notices required by this Agreement or communications relating to the conduct of business on the premises under this Agreement shall be sent or delivered to the following:

Douglas County: Douglas County Clerk
1313 Belknap Street, Room 101
Superior, WI 54880
Phone: 715-395-1568

DHL Management, LLC: Daniel Litchke
4870S Irondale Road
Superior, WI 54880
Phone: 218-390-3690
IN WITNESS WHEREOF, Douglas County and DHL Management, LLC, have executed this Agreement on the __________ day of ______________, 2020.

DOUGLAS COUNTY: DHL MANAGEMENT, LLC:

By: By:

______________________ ________________________
Mark E. Liebaert – County Board Chair Daniel Litchke

______________________
Susan T. Sandvick – County Clerk
DOUGLAS COUNTY, WISCONSIN

PROPERTY MANAGEMENT AGREEMENT

RACETRACK PROPERTY

THIS AGREEMENT is made this ___ day of _____________, 2020, by and between the County of Douglas, Wisconsin, a quasi-municipal corporation (hereafter referred to as “the County”) and the Head of the Lakes Management Group, LLC, a non-profit corporation (hereafter referred to as “the Operator”) for the mutual and exclusive purpose of the management and operation of the Douglas County Racetrack Property (hereafter referred to as “the Property”) for motorsport events. The parties to this Agreement shall be bound by the following terms and conditions.

Article 1. Purpose
The purpose of this Agreement is to set forth the terms, obligations, and responsibilities of both parties for the management of the property commonly known as the Douglas County Racetrack.

Article 2. Physical Characteristics of the Property/Facilities

2.01 Location
Douglas County is the owner of property located at 4700 Tower Avenue, Superior, Wisconsin, legally described as follows:

The N 1/2 of the SE ¼, 34-49-14, lying East of Tower Avenue, except for those parts conveyed for road right-of-way purposes, City of Superior.

2.02 Land Size
The Property is outlined in red on Exhibit A attached hereto.

2.03 Building Sites

2.03.01 Grandstand Area. Dirt race track with fixed seating capacity (2,200 people).

2.03.02 Speedway Diner. Concession building.

2.03.03 Miscellaneous Features. Douglas County retains control of the parking lot on the west side of Tower Avenue, allowing shared usage with Operator and DHL Management, LLC, for events only; electronic sign (shared usage and maintenance cost with DHL Management, LLC).

2.04 Property Rights
The ownership of building(s) and real property shall remain with the County.
2.05 Site Utility Services

2.05.01 Electrical, Natural Gas, Water and Sewer Service. The Operator shall be responsible for payment of said services which are charged to them by DHL Management, LLC, and are to be paid to DHL Management, LLC, with the exception of the charges incurred by the Curling Club at the Multi-purpose Building from October 15 to April 15 of each year.

2.05.02 Sewer Service. The Operator is responsible for payment of services for all sewer dumping sites on the property which are charged to them by DHL Management, LLC, and are to be paid to DHL Management, LLC, with the exception of the charges incurred by the Curling Club at the Multi-purpose Building from October 15 to April 15 of each year.

2.05.03 Storm Water Assessment. The County will be responsible for payment of the annual storm water assessment applicable to periods subject to the agreement.

2.05.04 Trash Service. The Operator is responsible for the removal of trash in a timely fashion for any and all of their events and for payment for said services.

2.06 Minimal Annual Use Obligations
The Operator shall be required to honor the following agreements in effect for the following organizations during the stated times for the use of the whole or named part of the Property:

2.06.01 Multi-purpose Building. The Operator shall not interfere with or impair access or use of the multi-purpose building by the Superior Curling Club or its permittees or otherwise impair the Superior Curling Club’s rights under its lease of the multi-purpose building with the County. Parking may not be allowed on the paved area adjacent to the multi-purpose building when events are scheduled in that building. Handicapped parking spaces must be located to the left (or East) of the camping pedestals across from the multi-purpose building.

Article 3. Scope of Work
Described below are the minimally acceptable standards of performance by the Operator. The Operator shall act as an independent contractor and agrees that no employee, joint venture or other relationship with the County will be formed based upon this agreement or the services provided herein.

3.01 Operator Requirements

3.01.01 Rental, Funding and Expenses. The Operator’s use and management of the Property under the terms of the Agreement shall be rent free to the Operator. The County shall not be responsible for financial contribution to the operation, maintenance or upkeep of the Property during the term of the Agreement, except as expenditures may be authorized from surcharge collections by the Douglas County Board. The Operator shall be entitled to all revenues received through events or its usage of the Property, excepting the one dollar surcharge applicable to adult tickets to all spectator events in which gate fees are charged, which shall be remitted to the County. The Operator shall in no way
obligate County funds through any activity conducted in connection with the Agreement and shall reimburse and hold the County harmless should such occur.

3.01.02 Permitted Uses. The Operator shall keep and use the premises for the exclusive purpose of motorized sports and for no other or any unlawful purpose whatsoever. The Operator agrees to use the Property in an environmentally responsible manner and to comply with all state or federal statutes, regulations and rules as well as applicable local ordinances in its operation of the Property and shall be responsible and hold the County harmless for any failure to do so.

The Operator must adhere to a curfew in regards to racetrack operation. All races must end by 11:30 p.m., excepting the Northern Nationals event which must conclude by 1:00 a.m., with commensurate extensions below, or pay the following amounts to the County: $100.00 if the races do not end by 11:30 p.m.; $200.00 if the races do not end by 12:00 a.m. (midnight); and an additional $200.00 for each half hour after midnight that the races continue. The above amounts are to be paid to the Douglas County Clerk within five (5) days of the conclusion of the race event. The Operator also agrees to promote good public relations with nearby residents of the race track, including making themselves or a duly designated agent readily available to listen and address comments and complaints by local residents.

The Operator agrees that during fair week, DHL Management, LLC, can use the racetrack and grandstand for other entertainment purposes. The Operator agrees to provide racing during fair week.

3.01.03 Property Improvements. The Operator shall not erect any permanent buildings or improvements or make any alternations to existing property or facilities without prior written consent of the Douglas County Land and Development Committee.

Urgent property improvements shall be submitted to the County Administrator for approval. Upon consultation with the Land and Development Committee Chair (or County Board Chair in his absence), the County Administrator shall either approve or deny the request. Denied requests may be submitted to the Land and Development Committee as provided under the terms of this Agreement.

The Operator either personally or through its agents specifically agree that at least five (5) days before any construction work or labor is done, or materials used or expended by the Operator or on behalf of the Operator by any person, firm, corporation or contractor, the Operator will post and record or cause to be posted and recorded as provided by law, a notice of non-responsibility on behalf of the County, giving notice that the County is not responsible for any work or labor performed or to be performed or materials used or expended or to be used or expended on the Property. The Operator agrees that it will not subject the Property to any construction or other kinds of liens under its activities conducted according to this Agreement; and it will pay any obligations it may incur for labor, work or materials expended under this Agreement and will be fully responsible
therefore. Compliance with this paragraph and all work performed hereunder presumes all approvals have been obtained pursuant to this Agreement.

3.01.04 Repair. The Operator shall keep the premises in good repair and reasonably clean at its own expense during the term of this Agreement and must keep in good repair all fixtures, buildings and facilities utilized by the Operator. The County, or a designee, shall have the right to inspect the premises at all reasonable times and if the Operator fails to keep the premises in reasonable repair and in a clean condition, the County may clean or repair premises and charge the cost thereof to the Operator. This paragraph does not apply to the multi-purpose building during the period from October 15 through April 15, of each year, when it is under the care of the Superior Curling Club. At the termination of this Agreement, the Property shall be returned to the County in substantially the same condition as received, excepting ordinary wear and tear, acts of God or other circumstances covered under the County’s insurance of the Property.

3.01.05 Develop, Maintain and Enforce Rules for the Use of the Property and its Facilities. The facilities shall be maintained in a clean, safe and workable condition by the Operator. It shall be the responsibility of the Operator to repair any damage caused by its operation or negligence. The Operator must meet all safety regulations as set forth by any applicable federal, state or local law, ordinance or regulation. The Operator agrees to inform all users of the Property that bonfires or any open fires not controlled sufficiently will not be tolerated.

3.01.06 Licenses and Permits. The Operator must, at their own expense, identify, provide and maintain in force any and all federal, state and local license and permits for the legal operation of all aspects of the Property.

3.01.07 Staff and Equipment. The Operator shall be responsible for providing all staff and equipment for the operation of the Property. The Operator shall be required to rent, lease or purchase all ordinary maintenance supplies and equipment required for the operation and maintenance of the Property. The Operator shall be responsible for general maintenance and repair of the County owned trade fixtures utilized under the Agreement.

The Operator shall provide the County with an inventory of all personal property, not belonging to third parties, currently on the premises within 60 days of the execution of this Agreement. All personal property owned by the County currently on the premises may not be sold or otherwise removed without the consent of the Douglas County Land and Development Committee. All personal property acquired by the Operator within the duration of this Agreement shall remain the property of the Operator. All fixtures currently on the Property or placed on the premises by the Operator shall be or become the property of the County unless ownership is established via prior agreements.

3.01.08 Accounting. The Operator agrees to provide quarterly financial statements, detailing profit and loss, to the County; and by March 15 of each year, an annual compilation of all revenues and expenses by generally accepted accounting principles, prepared by a certified public accountant, following the previous year of operation. The
County shall have the right to review, inspect or audit the books and financial records of the Operator in regards to the operation of the Property, upon reasonable notice.

3.01.09 Surcharge. The Operator agrees to collect and account for a $1.00 surcharge for all paid adult admissions to spectator events held on the Property for the duration of this Agreement. Said funds are to be collected in accordance with the applicable Douglas County resolution to be used for the purposes specified therein, unless otherwise designated by resolution of the Douglas County Board. Said funds are to be remitted to the Douglas County Clerk within five (5) days of collection along with an accounting of ticket or admission sales and revenues.

3.01.10 Insurance. The Operator shall hold the County harmless from any damages, injuries or other liability caused through its own negligence while operating under the terms of this Agreement and otherwise defend and indemnify the County for the same. It is further agreed that the Operator will maintain at least TWO MILLION DOLLARS ($2,000,000.00) in liability insurance and provide adequate proof of the same to the County prior to its occupancy under this Agreement. The Operator must file proof of liability insurance with the Douglas County Clerk’s office in the amount of $2,000,000.00. Further, the Operator shall provide Worker’s Compensation coverage for its employees in accordance with Wisconsin law. Failure to provide insurance coverage as hereby agreed constitutes a material breach of this Agreement. The County shall be named as an “additional insured” under the policy but only for claims against the County arising out of the acts or omissions of the Operator or arising out of the manner of the Operator’s use of the Property. A certified copy of such policy or certificate shall be delivered to the County endorsed “premium paid” by the Group, LLC or agency issuing the same or accompanied by other evidence satisfactory to the County that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy, and shall provide that such coverage may not be cancelled by such insurance Group, LLC giving the County a prior ten (10) day notice of its intention to cancel said insurance. The Operator shall be responsible for insuring its own property located upon the Property during the term of this Agreement. The County will maintain adequate insurance of the real property through the State Property Fund.

Article 4. Term of Contract
The term of this Agreement shall remain in effect until December 31st, 2022, beginning on May 1, 2020, unless terminated by either party in accordance with the terms hereunder. Upon termination of this Agreement, for any reason, the Operator agrees that it will assist the County with the transition to future management of the premises by fully cooperating with the location and production of all keys, records, property and books of account and will comply with all reasonable requests for access to the premises or for any information necessary to facilitate such transition. The Agreement may be extended for up to three additional years upon notification by Operator to the County prior to 180 days before expiration of the agreement and the County agrees to said extension.
Article 5.  Debts
The County shall not be responsible for payment of any debts, judgments or bills incurred on behalf of the Operator or its agents pursuant to this Agreement or past agreements except as specified herein.

Article 6.  Damages
The Operator shall be responsible for any damages to the Property which arise during the term of this Agreement, and are the results of a willful act of or through the negligence of the Operator’s agents or employees, or of any person on the Property with the express permission of the Operator. The Operator shall not be responsible for any damage due to acts of God, or which are otherwise covered under the County’s property insurance. The County reserves the right to reasonable inspection of the Property upon reasonable notice.

Article 7.  Protection and Security
The Operator agrees to comply with all state, county, and city laws during the term of this Agreement, and to provide adequate professional security for all sponsored public events at which alcohol is served.

Article 8.  Hold Harmless
The County and the Operator agree to indemnify and hold the other harmless for liability or responsibility for any injury, damages, costs, fees or other obligations due to the other’s negligence in carrying out its responsibilities under the terms of this Agreement.

Article 9.  Termination
This Agreement may be terminated by either party upon written notice to the other party given at least 180 days in advance. This Agreement may be terminated for any material breach of its terms or conditions by either party upon 45 days notice; however, the breaching party shall have 20 days after notification in which to cure the alleged breach. Breaches timely cured will not serve as a basis for termination of this Agreement.

Article 10.  Notices
Any written notices required by this Agreement or communications relating to the conduct of business on the premises under this Agreement shall be sent or delivered to the following:

Douglas County: Douglas County Clerk
1313 Belknap Street, Room 101
Superior, WI  54880
Phone:  715-395-1568

Head of the Lakes Management Group, LLC: Josef Stariha
Chairman
P.O. Box 757
Superior, WI  54880
Phone:  218-349-7367
IN WITNESS WHEREOF, Douglas County and Head of the Lakes Management Group, LLC have executed this Agreement on the ______ day of ___________________, 2020.

DOUGLAS COUNTY:                               HEAD OF THE LAKES MANAGEMENT GROUP, LLC:

By:                                            By:

_____________________________________________  _______________________________________
Mark E. Liebaert – County Board Chair           Josef Stariha – Chairman

_____________________________________________  _______________________________________
Susan T. Sandvick – County Clerk                John Omundson – Secretary
LINES AND DIMENSIONS ARE APPROXIMATE
MAP PRODUCED BY RANDY JONES
AERIAL PHOTO SPRING 2019
MAP PRINTED: 4/3/2020
1 inch = 200 feet
### RESOLUTION #24-20

**RESOLUTION BY SUPERVISORS LIEBAERT AND JAQUES**

Subject: Deputy Sheriff’s Labor Agreement Approved

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of Supervisors Liebaert and Jaques and approve labor agreement between Douglas County Deputy Sheriff’s Association, Local 41 of the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association and Douglas County (Law Enforcement Department) as set forth in Exhibit F-4-20.

Dated this 9th day of April, 2020.

(Committee Action: Not applicable; operating under Resolution #16-20, Proclamation of County Emergency in Douglas County) (Fiscal Note: 2020 – within budget; 2021 - $45,000 estimated; 2022 - $50,000 estimated)

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Roll:
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- Absent
- Abstain
- Passed
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- Refer
- Amend
- Other

Rev. 11-21-19
EXHIBIT F-4-20

RESOLUTION #24-20
Deputy Sheriff’s Labor Agreement

Presented by Supervisors Liebaert and Jaques

DOUGLAS COUNTY BOARD OF SUPERVISORS
April 9, 2020
2017—2019 2020-2022 AGREEMENT

By and Between

DOUGLAS COUNTY DEPUTY SHERIFF’S ASSOCIATION, LOCAL 41 OF THE LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION

and

DOUGLAS COUNTY
(LAW ENFORCEMENT DEPARTMENT)

* * *

January 1, 2017–December 31, 2019
January 1, 2020–December 31, 2022
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By and Between

DOUGLAS COUNTY
(LAW ENFORCEMENT DEPARTMENT)

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. 41, as the exclusive bargaining agent for all regular full-time and regular part-time law enforcement personnel having the powers of arrest in the employ of Douglas County, including employees classified as deputies, lieutenants, juvenile officers, sergeants, excluding the sheriff, Chief Deputy, secretaries, 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.

D. **DUES DEDUCTIONS.** The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee’s paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

It shall be WPPA/LEER’s responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence. The employer shall notify the WPPA of all new hires of the bargaining unit within 30 days of their start date.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to WPPA/LEER or Local Association if applicable in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the WPPA or Local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex, or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suits, orders, judgments or any other forms of liability against the Employer which may arise out of the Employer’s compliance with this Article.
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 recognize 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 disciplinary action of sworn law enforcement officers 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. 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 Director or designee shall, with ten (10) working days, schedule a meeting between the Union representative and the Human Resource Director or designee to discuss the issue. The Human Resource Director 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 Director or designee, notify the Human Resource Director of the intent to appeal the matter to Arbitration. The Human Resource Director 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.

Arbitration Costs: The cost of the filing fee and arbitrator shall be paid by both parties equally unless otherwise mandated by state statute. Each party shall be responsible for the costs it incurs through arbitration.

Role of Arbitrator: The Arbitrator shall not add to, subtract from, or vary the terms of this Agreement. All decisions must be rendered in accordance with the language of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties.
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 Law Enforcement Department 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 Law Enforcement Department.
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 Law Enforcement Department.

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 as long as the County of Douglas retains functioning computer division and all employee units go to a bi-weekly pay period. All employees shall be paid at the end of their working period, provided that a responsible person is on duty and in no event later than twenty-four (24) hours after the work period. The Union and the Employer may by mutual agreement provide for semi-monthly or bi-weekly pay periods. 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.

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 employees 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, in addition to the regularly hourly wages.

ARTICLE 13.

WORKER’S COMPENSATION. Section 1. The Employer agrees that for employees serving as deputies that were hired after 1/1/03, in the event that any employee 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 (e.g. based on previous 52 weeks of earned wages and according to the State Worker's Compensation formula) for one (1) year 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 with less than one (1) year of department seniority; or an injured employee hired before 1/1/03 who exceeds one (1) year of disability or an injured employee hired after 1/1/03 with one year of department seniority 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 5. 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 Law Enforcement Committee.

ARTICLE 15.

EMPLOYMENT STATUS. Section 1. A regular employee is hereby defined as a person hired to fill a permanent position as follows:

(a) Full-time with full employment annually.

(b) Part-time with less than full employment annually who is permanently scheduled and works less than the basic work week and who will accumulate seniority and benefits based on hours actually worked.

Section 2. A temporary employee is a person hired for a period of time not to exceed six (6) calendar months, 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.

COUNTY RESIDENCY: Section 1. All deputy sheriff employees shall be a U.S. citizen resident of the State of Wisconsin at the time of appointment AND shall be required to establish and maintain residency within fifteen miles of the jurisdictional boundaries of Douglas County. Residency in Douglas County 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 within fifteen miles of the jurisdictional boundaries of Douglas County, or employment shall be terminated. There will be no waiver of the State of Wisconsin or Douglas County residency requirement. Employees who live outside of the jurisdictional boundaries of Douglas County cannot take a squad home without management approval.

PROBATIONARY PERIOD. Section 2. 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 3. Upon completion of the probationary period, the employee shall be granted seniority rights from the employee’s most recent date of hire.
Section 4. 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 vacation and sick leave benefits. Personal leave days may be taken, with the approval of the department, during the first six months of employment. An employee who does not successfully complete probation, will be required to repay personal leave days used in the first year.

In addition, regular full-time or part-time employees hired to work 600 or 1200 hours as applicable 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.

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 worker's compensation, seniority shall continue to accrue. During unpaid leave of absence seniority, vacation, sick leave, holidays and personal leave days, do not accrue, except as in Family Medical Leave and unpaid suspensions of less than 30 days; [in those situations] 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 sheets will be four (4) months’ duration with starting days as follows: 1st Sunday in January, 1st Sunday in May, 1st Sunday in September. Work sheets as prepared by the Employer will be posted by the Union on a bulletin board for job selection no later than thirty (30) days prior to the starting date of that work sheet.

Officers will select their work 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 position for the duration of the work sheet.

Section 7. Regular employees within the patrol division of the bargaining unit, within classification shall have the option of switching shifts or days off for regular employees who are off one (1) regular work week or more, provided all shifts within the period require replacement. If no one within the classification wants to perform the work, bargaining unit members outside the classification may perform the work if authorized and approved by the Sheriff. 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. 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. The Sheriff may appoint a qualified temporary employee as defined in Article 15,
Section 2. To fill temporary vacancies that are expected to exceed ten continuous calendar days, or more, for those occasions involving vacancies created by leaves of absence, workers' compensation, and light duty. These appointments shall not exceed 180 continuous calendar days.

Section 9. 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 10. Rotating Investigator assignment: The County may establish an investigator position to be filled on a rotating basis per the following criteria:

1. This special assignment will be on a rotating basis for a period of two calendar years, based on seniority starting with the most senior Deputy, and commencing on the January bump sheet in 2003.

2. This special assignment shall have a four (4) month trial period with an evaluation after sixty (60) and ninety (90) days. After ninety (90) days, the employee will be notified if he or she has successfully completed the trial period.

3. The person assigned to this special investigator position shall complete the basic investigator training at the first opportunity.

4. The rate of pay shall be at the Detective rate of pay.

5. Only Deputies who have at least thirty (30) months of service with the County as a Deputy will be allowed to participate in the rotation. Sergeants and Lieutenants will not be allowed to participate in the rotation of this special assignment.

Section 11. 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, within the classification of deputy.

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.
PROMOTIONS. Section 1. In making promotions the Sheriff will comply with the provisions of the Civil Service ordinance for establishing the eligible list and will appoint from any of the top three candidates certified for consideration by the Civil Service Commission.

Section 2. All job vacancies or new positions shall be posted on the bulletin board ten (10) days prior to filling said vacancy or new position so that each interested employee may have an opportunity to apply. Such notice shall state the prerequisites for the position to be filled and said prerequisites shall be consistent with the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the prerequisites will be considered.

Section 3. The successful applicant shall have a ninety (90) day trial period in which to demonstrate his/her ability to perform the job. If during said period the employer considered the employee unqualified, the employee shall be returned to his/her former position without loss of seniority rights.

Section 4. The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.

Section 5. All grievances in connection with the filling of a bargaining unit vacancies or newly created union positions shall be referred to the proper step of the grievance procedure of this Agreement.

Section 6. 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 20.

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 21.
**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:

<table>
<thead>
<tr>
<th>Service length</th>
<th>Monthly credit</th>
<th>Annual Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-72 months</td>
<td>6.67 hours</td>
<td>10 days</td>
</tr>
<tr>
<td>73-132 months</td>
<td>10.00 hours</td>
<td>15 days</td>
</tr>
<tr>
<td>133-192 months</td>
<td>13.34 hours</td>
<td>20 days</td>
</tr>
<tr>
<td>193 + months</td>
<td>16.67 hours</td>
<td>25 days</td>
</tr>
</tbody>
</table>

**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 or been laid off shall receive their prorated vacation, provided they have worked their first full year with the Employer.

(c) 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.

(d) An employee, upon giving reasonable notice of not less than two (2) weeks to the Sheriff or the Sheriff's designee, shall be given his/her vacation.

Vacation will be scheduled according to the following conditions:

1. Vacation shall be selected by seniority.

2. By March 31st, of each calendar year, employees shall select a minimum of two (2) calendar weeks of accumulated vacation. If an employee has only two (2) weeks or three (3) weeks of vacation, he/she must select one (1) week of vacation.

3. All other vacation can be used in blocks of one (1) day or more with minimum of twenty-four (24) hour notice. In case of conflict, seniority shall prevail.

4. Only one Deputy shall be allowed off per shift. This shall include Sergeants.

5. Specialized positions of Detective Sergeant, Detectives, Juvenile Specialist, Courthouse Security Deputy and Process Server shall select vacation separate
from the patrol division.

6. 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.

7. Vacation shall be posted not before January 1st, but not later than January 15th of the calendar year, by the Sheriff or designee.

ARTICLE 22.

HEALTH AND WELFARE. The employer shall contribute on behalf of all eligible employees working thirty (30) hours or more per week, hired into the unit before March 10, 2020, an amount equal to eighty-eight (88%) eighty-six and one half percent (86.5%) effective January 1, 2020, and an amount equal to eighty-five (85%) effective January 1, 2021, per month towards the cost of a single, an employee plus one or a family plan for health and dental insurance coverage. The employer shall contribute on behalf of all eligible employees working thirty (30) hours or more per week, hired into the unit after March 10, 2020, an amount equal to eighty-five (85%) per month towards the cost of a single, 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.

Health insurance coverage shall end upon termination on the last day of the calendar month in which the individual is employed. Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and subsequent amendments to the Act, employees covered under an employer’s group health care plan are eligible for continuation of health care coverage under the group plan upon the employee’s retirement, termination or reduction in hours. The retired employee must pay Douglas County on or before the 15th of the month for the succeeding month’s health insurance to retain eligibility to participate in the County’s health insurance plan.

Upon termination of the County Health insurance coverage the retiree may elect to purchase Medicare supplement insurance offered through the County by paying 100% of the premium.

The parties agree that an Insurance Benefit committee which was established in 1998 to study health insurance will continue to meet on an as needed basis. The study committee shall include representatives of all bargaining units as well as non-represented employees. Savings resulting from implementation of the study committee’s recommendations shall be shared with the employees on a win-win basis.

ARTICLE 23.

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.

ARTICLE 24.

RETIREMENT. Douglas County agrees to contribute to the Wisconsin Retirement Fund the Employer's contribution in full as defined by the Department of Employee Trust Fund.

ARTICLE 25.

Section 1. HOLIDAYS.

Effective with the ratification of this contract, regular employees shall be paid for 8 and ½ - 8 hour holidays in their base rate. Effective January 1, 2004 employees will be paid for an additional two (2) holidays in their base rate totaling 10 ½ - 8 hour holidays.

Employees working on the following ten and one-half (10½) holidays, will be compensated as provided for under Article 27.2. The Spring Holiday shall be the Friday before Easter of each year.

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

Section 2. PERSONAL LEAVE DAYS. Each employee shall receive three (3) days per calendar year personal leave time non-accumulative. Upon resignation, personal days shall be prorated based on one (1) personal day for each four (4) months worked. The employee will be required to pay back any personal day taken, but not earned.

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, the 24-hour notice may be waived.

Creation of overtime will not be a reason for rejection of personal leave day request. Time off requests are subject to the vacation scheduling policy in Article 21.

Personal leave day requests shall not be subject to seniority bumping within classification within 30 calendar days of the requested days of the requested leave day off.
ARTICLE 26.

REST PERIOD.

(a) There shall be a ten (10) minute rest period once midway of the first half of the work shift and once in the midway of the second half of the work shift.

(b) An employee shall be entitled to an eight (8) hour rest period in any given twenty-four (24) hours. 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 27.

WEEKLY HOURS AND OVERTIME RATES. Section 1. The Employer agrees to guarantee five (5) standard consecutive days of work and each standard day shall be eight (8) consecutive hours per day and each standard work week shall be forty (40) hours per week.

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. All hours worked contiguous to a regularly scheduled shift shall be considered as overtime.

Section 2. All employees eligible for holiday pay and 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 over eight (8) hours per day;

(b) Hours worked in excess of forty (40) hours in any one (1) week, Sunday through Saturday.

(c) Overtime work will be paid for at one and one-half (1½ ) times the regular rate of pay. Time absent from work (e.g. sick leave, vacations, personal leave days, funeral leave, compensatory time) will not be considered hours worked for overtime purposes.
For employees hired before June 26, 2003, with an exception of thirty-two (32) hours of compensatory time earned per calendar year, all compensatory time earned in the calendar year shall not be carried over into the following calendar year. Consequently, at the beginning of each new calendar year, an employee's total balance of compensatory time may not increase by more than thirty-two (32) hours. Compensatory time off shall be taken with the approval of the Employer. No employee hired before the ratification of this agreement shall accumulate more than a gross total of three hundred thirty (330) hours. All hours in excess of three hundred thirty (330) shall be paid in the calendar year earned.

All compensatory time shall be tracked in hours and shall be paid out at the wage rate in effect at the time of the payment.

Employees hired on or after June 26, 2003 will be limited to a total of 120 hours of compensatory time earned in a year which if not used within the year will be paid off at year end.

WAGES AND CLASSIFICATIONS. Section 4. 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 on holidays, or any other unscheduled day, 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 a time and a 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. Hours worked in excess of eight (8) hours per day shall be compensated pursuant to Article 27 Section 3.

Section 6. Detective “On Call”

1. Effective, January 1, 2007 there shall be rotated weekly among the detectives for being “on-call” status for one work week. The term “on-call” shall mean that the detective, during the period of on-call duty, shall maintain a response time of not more than 45 minutes. On-call detectives shall maintain themselves in a fit for duty condition while on “on-call” status.

2. Detectives on “on-call” status shall be paid an additional $100.00 for each completed on-call week. If the detective is called out during his/her on-call week, additional compensation found in Article 27, Section 5 of the collective bargaining agreement in force and effect shall be followed.

3. An “on-call” week shall be defined to start on the Friday at 4:00 pm and end on Friday at 3:59 pm, the cycle shall then repeat itself.

4. Detectives shall select their “on-call” weeks in order of bargaining unit seniority. For purposes of selection and seniority, the detective sergeant shall be included in the rotation roster.

5. Detectives can trade “on-call” assignments, on either a daily or weekly basis, within the collective bargaining unit classification of detective upon notice to the sheriff or designee. For purposes of trading of on-call assignments, shall include the detective sergeant
classification.

Section 7. Evidence Technician “On Call”

1. Effective, January 1, 2007, there shall be rotated weekly among the evidence technicians the duty of being “on-call” for the week. The term “on-call” shall mean that the evidence technician, during the period of “on-call” duty, shall maintain a response time of not more than 45 minutes. “On-call” evidence technicians shall maintain themselves in a fit for duty condition during their week of assigned “on-call.”

2. A week of “on-call” shall be defined to start on Sunday @ 12:01 am and end on Saturday at 11:59 pm, then the cycle shall repeat itself as to the definition of an “on-call” week.

3. Evidence technicians shall receive $50.00 per week while on “on-call status.”

4. Each evidence technician shall select their “on-call” week in order of bargaining unit seniority. After all evidence technicians have selected their “on-call” week, the cycle shall repeat itself.

5. Evidence technicians may trade “on-call” status with other qualified evidence technicians within the collective bargaining unit on a weekly or any part thereof, upon notification to the sheriff or designee.

Section 8. 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.

ARTICLE 28.

WORK GUARANTEE. Section 1. All regular part-time employees shall have the daily guarantee but shall not be entitled to the weekly guarantee.

Section 2. Regular part-time employees who work twenty (20) or more hours per week, will be entitled to pro-rata fringe benefits (vacation, holidays, sick leave and personal days). For computation purposes, hours worked in the previous calendar year shall be used in determining an employee’s eligibility for pro-rata benefits.

ARTICLE 29.

Section 1. Accrued sick leave. Full-time regular employees are credited with one (1) day of sick leave for each completed month of employment up to a maximum of 120 days. 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.
Effective 1/1/06, employees who have reached the 120 day sick leave cap shall be allowed to bank any additional earned sick days while they remain at the 120 day cap, at the value of 50% of their current base rate, excluding longevity times the number of hours accrued above the cap into the ICMA Vantage Care Plan.

Definitions: Sick leave is defined as any absence for personal illness or the illness of an immediate family member on any one occasion.

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 occasional 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 Administration Committee approval.

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.

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 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 Personnel Committee.

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

ARTICLE 30.

BEREAVEMENT LEAVE. Section 1. In the event of a death in the immediate family of a regular, full-time employee who has been employed at least ninety (90) days, such employee may be granted a leave of absence with pay for a period of up to three (3) days. Members of the immediate family shall include wife, husband, child, mother, father, mother-in-law, father-in-law, brother and sister, grandmother, grandfather, step-parents, step-child, aunt and uncle. In-laws shall be limited to current marital status.

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 31.

TRAINING Where an employee is expected to attend classes in Law Enforcement, said employee shall be compensated at the regular straight time rate of pay for all training hours. This Article is drafted to compensate an employee who attends training on his/her off days or off-duty time and shall be considered time worked for overtime purposes only as required by applicable law or for Training and Standards state certification.

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 32.

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 33.

CONVERSION OF UNUSED SICK LEAVE UPON RETIREMENT:

Upon retirement under the WRS system with eligibility determined by WRS 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 34.

EDUCATIONAL CREDITS. Educational credit allowance shall be paid for those deputies 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:

<table>
<thead>
<tr>
<th>Credits</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>75 – 89 credits</td>
<td>$.26/hour</td>
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<tr>
<td>90 – 104 credits</td>
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<tr>
<td>105 – 119 credits</td>
<td>$.38/hour</td>
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<tr>
<td>120 + credits</td>
<td>$.43/hour</td>
</tr>
</tbody>
</table>

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 35.

CLOTHING ALLOWANCE. Section 1. All regular full-time deputies shall be entitled to a clothing allowance of three hundred fifty dollars ($350) in the year 2008, three hundred seventy five dollars ($375) in the year 2009, and four hundred dollars ($400) in the year 2010 and on-going. In the year 2004, $150.00 of the uniform allowance was rolled into the base.

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 36.

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.

- $0.0577/per hour after five (5) years of service
- $0.1154/per hour after ten (10) years of service
- $0.1442/per hour after fifteen (15) years of service
- $0.1731/per hour after twenty (20) years of service

ARTICLE 37.

SHIFT DIFFERENTIAL. Employees shall receive the following shift differentials when their shifts commence after the start time listed:

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Shift Differential</th>
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<tr>
<td>(a) 12:00 noon shift</td>
<td>$.20 cents per hour</td>
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<tr>
<td>(b) 6:00 p.m. shift</td>
<td>$.25 cents per hour</td>
</tr>
<tr>
<td>(c) 10:00 p.m. shift</td>
<td>$.30 cents per hour</td>
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ARTICLE 38.

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 39.

EXPIRATION DATE. Section 1. This Agreement shall be effective from the 1st day of January, 2017 — 2020 and shall continue in full force and effect up to and including the 31st day of December, 2019 — 2022, and shall automatically renew itself thereafter, until and unless either party at least sixty (60) days before the 31st day of December, 2019 — 2022 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, 2019 — 2022. 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, 2019. 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, 2022.

Section 3. Any revisions agreed to or ordered as a result of such reopening shall be effective as of January 1, 2020. The effective date of all other benefits and changes 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.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this _________ day of _________, 2017 2020.

DOUGLAS COUNTY                              LAW ENFORCEMENT EMPLOYEE
                                            RELATIONS DIVISION/WISCONSIN
                                            PROFESSIONAL POLICE ASSOCIATION
                                            NO. 41

By________________________________________ By________________________________________
Mark Liebaert, Chairman                      Rich Burghaus
Douglas County Board of Supervisor           WPPA/LEER Representative

By________________________________________ By________________________________________
Susan Sandvick                                 Larry Long
County Clerk                                  WPPA/LEER Representative

By________________________________________
Ann Doucette
Acting Administrator

Union Ratified: March 25, 2020
Approved by County Administrator and County Board Chair: April 2, 2020
County Board approval: May 18, 2017, Resolution #25-17
Appendix A
Wage Scale

<table>
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<tr>
<th>Job-Class Effective</th>
<th>Start</th>
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| Deputy   |        |          |           |           |           |           |

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## Effective September 1, 2021 -1%

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| Sergeant |        |          |           |           |           |           |
| Detective|        |          |           |           |           |           |
| Deputy   |        |          |           |           |           |           |
Rounding difference may occur between this Excel program and the JD Edwards Payroll program. JD Edwards will be the formal record.

(1) Assignment to the Investigations Unit as a Detective or as the Investigations Sergeant, is through a collateral assignment, with the duration of this assignment to be defined by the Sheriff.

(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.

EDUCATIONAL CREDITS: (See Article 34 for criteria)

<table>
<thead>
<tr>
<th>Credits</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 – 89 credits</td>
<td>$.26/hour</td>
</tr>
<tr>
<td>90 – 104 credits</td>
<td>$.32/hour</td>
</tr>
<tr>
<td>105 – 119 credits</td>
<td>$.38/hour</td>
</tr>
<tr>
<td>120 + credits</td>
<td>$.43/hour</td>
</tr>
</tbody>
</table>

SHIFT DIFFERENTIAL: When shifts commence after the start time listed: (See Article 37)

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Shift Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) 12:00 noon shift</td>
<td>$.20 cents per hour</td>
</tr>
<tr>
<td>(b) 6:00 p.m. shift</td>
<td>$.25 cents per hour</td>
</tr>
<tr>
<td>(c) 10:00 p.m. shift</td>
<td>$.30 cents per hour</td>
</tr>
</tbody>
</table>

Effective January 1, 2003, employees performing FTO duties or acting as a Certified instructor shall receive an additional $1.00 per hour while performing those duties.
Appendix B

Selection of Arbitrator

WPPA Local 41 and Douglas County enter into this agreement to use the following arbitrators as the list of five (5) qualified WERC arbitrators, as defined in Article 4 of the WPPA Local 41 2008-2010 Working Agreement. This list of arbitrators will remain in effect until another list has been mutually agreed to.

William C. Houlihan

Raleigh Jones

Lauri A. Millot

FOR DOUGLAS COUNTY

By ________________________
Administrator
Andrew Lisak

By ________________________
Douglas County Sheriff
Tom Dalbec

FOR WPPA LOCAL 41

By ________________________
WPPA Local #41 Representative

Retained for 2017-2019

County Board approval: May 18, 2017; Resolution #25-17
Douglas County Deputy Sheriff’s Association, Local 41
Twelve-Hour Shift
Side Letter Agreement

After a one-year trial period, Members of Douglas County Deputy Sheriff’s Association, Local 41 of the WPPA, and Douglas County agree to the following for an alternate work schedule as an option for the period of the current working agreement through December 31, 2007:

1. The Douglas County Sheriff’s Department Patrol Division, including Deputies assigned to patrol, (but excluding the Courthouse Security Officer, Process Server, Recreation Officer, Desk Officer, K-9 Officer Huber/Electronic Monitoring Coordinator and positions in the Detective Bureau) will work a scheduled 12-hour workday.

2. The sequence shall be four days worked followed by four days off on a regularly scheduled basis.

3. Officers shall sign up for a squad (A, B, C or D) prior to the beginning of the schedule, by seniority. A “squad” shall consist of three Deputies and one Sergeant. Squads A & B (Team 1) shall have the same days off, as will squads C & D (Team 2).

4. A work sheet will be four months duration (Article 17, section 6). An officer may, at the time of that work sheet’s posting, select a different start time, by seniority. An officer may switch from Team 1 (A & B squads) to Team 2 (C & D squads) only on the first day of the first pay period of the next calendar year. Article 17, Section 7 (option of switching shifts or days off if a regular employee is off for one week or more) shall not apply, unless the employee wanting to switch is on the same Team (1 or 2 as described above). Article 17, Section 7 covers the “order-in” policy. If the order-in occurs immediately following an Officer’s 12 hour working shift, the order-in will be for four hours only, and attempts will be made to find an 8 hour replacement. If an order-in occurs on an Officer’s regular day off, it will be for 12 hours, if necessary. A four hour and an eight hour order-in list will may be established to accommodate the new schedule, pursuant to current policy. This would allow Officers to work either 4 or 8 hours on their days off (or 12 at their option). In addition, those Officers not working the 12 hour shift and on 8 hour shifts as set forth in paragraph 1 above ordered-in on their days off could do so for 8 hours or 12 hours, at their option, if a 4 hour replacement is available.

5. The working of 12 hour shifts, in the manner described above, results in working in excess of 2080 hours in a one-year period. For this reason, mandatory “Kelly days” (non-scheduled days off) are necessary. Kelly days will be selected prior to the work sheet beginning, by seniority, and an average of three Kelly days will be selected in each four month period. Only one Deputy will be allowed off on a Kelly day, per squad, on the same day.

6. Vacation, and sick time, and personal leave days will be used in twelve-hour segments, for those Officers working the 12 hour schedule. In other words, one sick day will result in a 12-hour reduction in the Officer’s total. Four vacation days will consume 48 hours of an Officer’s total vacation time. A Personal leave day shall be equal to the employee’s regularly scheduled work day at the time of the use of the personal leave day. If an Officer who is working a 12 hour shift is granted a leave of absence with pay pursuant to
Article 30, Bereavement Leave, the Officer shall be paid for twelve (12) hours per day of paid leave granted.

7. During the period of the contract ending December 31, 2001, Article 27, Section 1, (standard 5 consecutive work days, 8 hours per day) is modified for those Deputies on the 12 hour schedule. A standard work week for Patrol Deputies and Sergeants shall be 4 consecutive 12 hour days, with 4 consecutive days off, and the cycle repeats itself, for the year. Article 27, Section 3, subparagraphs (a) and (b) (overtime) are changed to: (a) Hours worked over twelve (12) hours per day on a regularly scheduled work day or in excess of the regularly scheduled four work days for those Officers on the 12 hour schedule will be compensated at time and one half. And (b) (HOURS worked in excess of 40 48 hours per week) will not apply to those Officers on the 12 hour schedule but rather the FLSA cycle of hours worked in excess of 147 hours in a 24 day period will apply. (A week means the officer’s standard work week cycle of 4 consecutive 12 hour days followed by 4 consecutive days off). Article 27, Section (c) remains unchanged.

8. Article 37-Shift Differential. For those Officers working the late shift (6 P.M. to 6 A.M.) a shift differential of $.34 (34 cents) per hour shall apply. No shift differential will be paid for those working the early (6 A.M. to 6 P.M.) shift.

9. For payroll purposes, an Officer’s annual base salary (40 hour workweek) will be divided by 26 to determine biweekly pay, not including overtime.

10. When attending training locally, Officers will start their shift at the start of the training (i.e. 8 A.M.) and remain at training until it is over. The remainder of the shift may be worked as alternate duty, to be determined by the shift supervisor (follow up investigation, special projects, etc.) or partial Kelly days may be used in 4 hour increments. In the event that training occurs on regular days off, only the training time will be worked, as overtime. If the training involves more than 24 hours, or is not local, the same rules will apply, except that the alternate duty option will not be available. The training will be exchanged on an hour-for-hour basis, based on the scheduled number of hours worked that occur during the training time. Travel time may be applied to regularly scheduled work days if it occurs on regularly scheduled days, using 6 hour Kelly segments if appropriate, or whatever other method of ‘hours worked’ calculation is agreed upon, in advance, with the Chief Deputy.

11. All other portions of the contract will remain in effect.

12. This Side Letter of Agreement shall be effective for the duration of the current Collective Bargaining Agreement between the County of Douglas and the Douglas County Sheriff’s Association, Local 41 and shall expire at the end of the current Labor Agreement unless extended by mutual agreement of the parties. It is understood that unforeseen problems may arise, and every effort will be made to achieve a resolution satisfactory to both sides, in such an event. The parties agree to meet and confer during the trial period on a quarterly basis, or as needed, to attempt to address and resolve any issues that arise as a result of the 12 hour schedule.
IN WITNESS WHEROF, we have hereunto set our hand and seals this ______day of __________, 2005 2020.

DOUGLAS COUNTY

By________________________
Chairman, Douglas County
Board of Supervisors

By________________________
Administrator
Steve Koszarek Ann Doucette

By________________________
Douglas County Sheriff
Tom Dalbec

By________________________
County Clerk
Sue Sandvick

LAW ENFORCEMENT
EMPLOYEE RELATIONS
DIVISION/WISCONSIN
PROFESSIONAL POLICE
ASSOCIATION NO. 41.

By________________________
WPPA/LEER Representative
Gary Gravesen Richard Burghaus

By________________________
WPPA Local #41 Representative
Steve Long Cory Knutson

By________________________
WPPA Local #41 Representative
Larry Long

Retained for 2017-2019 2020-2022 with revisions

County Board approval: May 18, 2017; Resolution #25-17
Douglas County Sheriff’s Department Canine Unit
Side Letter Agreement
(Modification for 12 hour shifts)

Whereas the County and the WPPA Local 41 have joined together in support of a Canine Unit; and

Whereas the County and the Union have met and discussed the various aspects of the Canine Unit which would impact the employees assigned to this program;

Now therefore, the Douglas County and WPPA Local #41 agree to the following:

1. Duration of Assignment: The Canine Unit position(s) serves at the pleasure of the Sheriff but the normal period of service will be for a minimum of three years which may extend to a maximum of eight (8) years or the canine’s active service life, unless relieved of the assignment by the Sheriff.

2. Hours of Work- The officer(s) working the Canine Position shall be assigned to a 12 hour shift with four shifts on and four shifts off. The employees shall select shifts according to seniority. If there is more than one canine officer, the officers may not select the same shift. A one (1) hour 15 minute per day allowance for the care and feeding of the canine (for an 8-day period totaling 5 hours per week), will be accommodated during the work period through time. There will be no overtime authorized for the care and feeding of the canine. Training will also be accomplished as an alternate duty or flex time as approved by the supervisor. All other provisions of the 12 hour Shift Side Letter Agreement not specifically addressed by this Side Letter will be applicable to the Canine officer.

3. The officer will be subject to call-in and would be compensated for the same under the provisions of the working agreement.

4. The canine will be kept, groomed, fed, watered, exercised and taken to the vet when required during off schedule hours by the officer. This time is accounted for through the 75-minute per day allowance. Scheduled veterinary visits may be arranged during the work shift with prior approval of the Sheriff or his designee.

5. The County will pay for the canine’s food, supplies and veterinary costs.

6. The officer will be required to have a kennel at their residence. The County will purchase and pay for installation of the kennel and underlying cement. Should the officer move, the cost of relocating the kennel will be the officer’s responsibility.
7. The officer shall have no claim against the County or Sheriff’s Department for any wear, tear or damage done to the handler’s property or other person’s personal property in the officer’s care while the canine is not specifically involved in law enforcement training, patrol or presentation functions.

8. At the end of service life, the officer may be provided an opportunity to assume full ownership and responsibility of that canine. The County shall retain ownership if the canine handler declines to assume ownership, resigns from the assignment, or terminates employment with the County.

9. If the officer is not available for the care of the animal, the County will pay for the boarding of the canine at an approved kennel.

10. When the officer takes time off for sick leave, or vacation, they will claim the time off from their leave balances considering the 5 hours a week that is provided for canine care that cannot be accommodated for time off during the two-week pay period. Example: If in the last scheduled day in a pay period the officer is ill and he would have otherwise only worked 10 hours 45 minutes to accommodate the care time, he will only claim 10 hours 45 minutes of sick leave and one hour 15 minutes of time worked coded as canine care. For a week’s vacation, the officer will code 43 hours for vacation and 5 hours’ time worked coded as canine care.

11. The canine will not be taken out of the jurisdiction when not involved in law enforcement training, patrol or presentation functions without the approval of the Sheriff or his designee.
WITNESS WHEROF, we have hereunto set out hand and seals this 15 day of June, 2017.

DOUGLAS COUNTY

By ____________________________
Douglas County Board of Supervisors
Mark Liebaert, Chairman

By ____________________________
Acting County Administrator
Ann Doucette

By ____________________________
Douglas County Sheriff
Tom Dalbec

By ____________________________
County Clerk
Sue Sandvick

LAW ENFORCEMENT
EMPLOYEE RELATIONS
DIVISION/WISCONSIN
PROFESSIONAL POLICE
ASSOCIATION NO. 41

By ____________________________
WPPA/LEER Representative
Rich Burghaus

By ____________________________
WPPA Local #41 Representative
Larry Long

By ____________________________
WPPA Local #41 Representative
Brad Hoyt

Retained for 2020-2022

Union approval: March 24, 2017
Administrative Committee approval: June 8, 2017
County Board approval: June 15, 2017; Resolution #33-17
Douglas County and
Douglas County Deputy Sheriff’s Association, Local 41 WPPA/LEER
Promotional Criteria
Side Letter Agreement

The parties, by their respective signatures affixed hereon, agreed to the following promotional criteria for members of the Douglas County Deputy Sheriff’s Association:

PROMOTIONAL CRITERIA

a. There shall be a written examination which shall be the first step in the process. Applicants must attain a score of 70% or more to continue in the promotional process. The test shall consist of state statutes, departmental policy and rules or regulations. Applicants shall be advised of applicable study materials, up to and including relevant departmental policies, rules and regulations which may be in the written test, prior to said test. Douglas County or designees agree to guarantee the integrity of the test.

b. Applicant’s test score shall be calculated as follows: [Example]: Test worth a maximum 35 points in overall promotional process. [Example]: In a 50 question test the applicant must answer 35 questions correctly to get to 70%. The test score would be calculated as follows under this example; 70% X 35 correct responses equals 24.5 points in process.

c. Oral exam: The oral exam shall be worth a maximum of 35 percentage points. The oral exam panel shall be consisted of two members appointed by Douglas County and one member appointed by WPPA/LEER. If applicable, Douglas County shall pay for all travel related expenses for interview panel members. [Scoring example: if an applicant scores 80 on oral exam, he or she shall receive 28 exam points. [Oral exam score of 80% x 35 points].

d. Seniority. Seniority shall be worth a maximum of 30 points. The most senior applicant shall receive the maximum score. All other applicants shall have their seniority determined by using their total months of service divided by the total months of the senior applicant for the position. [Example: senior applicant has 120 months of service, applicant has 12 months of service; 12 divided by 120 equals 10%. 10% times maximum 30 points equals 3 points which applicant would receive under this example. In determination of total months, months shall be rounded up or down.

There shall be maximum 100 total percentile points in the promotional process, broken down as follows:

1. Written Test - 35%
2. Oral Exam –35%
3. Seniority Points – 30%
IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____ day of
____________________, 2012

DOUGLAS COUNTY

DOUGLAS COUNTY DEPUTY
SHERIFF’S ASSOCIATION, LOCAL 41
OF THE LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION OF
THE WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By __________________________
County Administrator
Andrew Lisak

By __________________________
Association President

By __________________________
Douglas County Sheriff
Tom Dalbec

By __________________________
WPPA Local #41 Representative
Gary Gravesen

Retained for 2017-2019-2020-2022

County Board approval:  May 18, 2017; Resolution #25-17
Grievance Settlement

Grievance 08-100. As part of the mediated settlement, Douglas County agreed to settle the aforementioned WPPA/LEER grievance as follows: on a non-precedential basis, Grievant Deputy Cliff Coulthard would have his compensatory time balance on a rolling cap basis, not to exceed 120 hours at any one time. In exchange, WPPA/LEER would withdraw the grievance filed on behalf of Deputy Coulthard.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this______ day of ______________, 2008.

DOUGLAS COUNTY

By __________________________
Administrator
Steve Koszarek

DOUGLAS COUNTY DEPUTY SHERIFF’S ASSOCIATION, LOCAL 41 OF THE LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION

By __________________________
Gary Gravesen
WPPA Local #41 Representative

By __________________________
Douglas County Sheriff
Tom Dalbec

By __________________________
Larry Long
WPPA Local #41 Representative

Retained for 2017-2019-2020-2022

County Board approval: May 18, 2019; Resolution #25-17