CHAPTER 3: VILLAGE ADMINISTRATION

SUBCHAPTER 1: GENERAL PROVISIONS

3.100 TITLE
This Chapter shall be known as the “Camp Douglas Administration Ordinance” or “Administration Ordinance,” except as referred to herein, where it shall be known as “this Chapter.”

3.101 AUTHORITY
This Chapter is enacted pursuant to the general authority granted by Chapter 61 Wis. Stats. and specifically by §61.34 Wis. Stats.

3.102 PURPOSE
The purposes of this Chapter are to establish the general rules and regulations by which the Government of the Village shall conduct itself, to establish the various elected and non-elected positions, boards, committees, and commissions of the Village, and to establish the powers, duties, compensation, and method of selection of such positions, boards, committees, and commissions.

3.103 ELECTIONS

(1) POLLING PLACE: Pursuant to §5.25 Wis. Stats., the polling place for all electors in the Village shall be the Village Hall located at 304 Center Street. The access door to the polling place is located on the side of the Village Hall on School Street.

(2) POLLING MACHINES: The Village shall use paper ballots and a voting machine approved by the “Help Americans Vote Act” (HAVA).

(3) CAUCUS: Candidates for elective Village offices shall be nominated by caucus. (See § 8.05, Wis. Stats.)

3.104 OFFICIAL NEWSPAPER
The “Juneau County Star Times” is hereby designated as the official Village newspaper for purposes of publication. (Amended by Ord. 2015-5)

3.105 NOTICE OF OFFICIAL ACTION

(1) POSTING: Except as otherwise provided by law, the Village shall use the method of “posting” for the following:

(a) Notice of Meetings;
(b) Minutes of Meetings. (See, §61.32, Wis. Stats.)

(2) PUBLICATION: The Village shall use the method of “publication” for the following:

(a) All new Village Ordinances;
(b) Whenever directed by the Village Board;
(c) Whenever specifically required by law.
AFFIDAVITS OF POSTING OR PUBLICATION: If an ordinance, resolution, or other action of the Board is posted under this section, the Clerk shall sign an affidavit attesting that the item was posted as required by this section and stating the date and place of posting. If an ordinance, resolution, or other act is published, an affidavit of publication shall be obtained from the newspaper stating the dates of publication. These affidavits shall be affixed to the item posted or published and then filed with the Clerk. Failure to prepare, obtain, or file a required affidavit, due to inadvertence or unintentional conduct, shall not invalidate the ordinance, resolution, or other act.

3.106 SCHEDULE OF MEETINGS

(1) REGULAR MEETINGS: The Board shall meet on the second Wednesday of each month at 6:00 p.m., provided however, the Board may occasionally cancel or reschedule a regular meeting whenever a holiday or other event might interfere with the meeting or might prevent a quorum from being available.

(2) SPECIAL MEETINGS: Special meetings may be called by the President or by any two Trustees pursuant to § 61.32, Wis. Stats.

3.107 CONDUCT OF MEETINGS

(1) ROBERT’S RULES OF ORDER: Meetings shall be conducted in accordance with the parliamentary rules contained in Robert’s Rules of Order (Newly Revised) except as otherwise provided by law or this Code.

(2) ORDER OF BUSINESS: The following general order of business shall be observed at all Village Board meetings:
   (a) Call to order by the presiding officer
   (b) Role call (If a quorum is not present, the meeting may be adjourned to a date specified by a majority of those present).
   (c) Reading, correcting, and approval of the Minutes of the proceeding meeting(s).
   (d) Public appearances
   (e) Old or unfinished business
   (f) Reports of committees, commissions, or boards
   (g) New business
   (h) Adjournment.

(3) PROCEDURE AT PUBLIC HEARINGS:
   (a) Call to Order: The Chair shall call the public hearing to order and state the subject matter of the public hearing.
   (b) Speakers: The Chair shall invite the public to give their comments on the subject matter of the hearing. The Chair may limit the time afforded to each speaker to make sure that all persons are heard. The Chair shall control the speakers to ensure that their comments are limited to the subject matter of the hearing.
   (c) Close: The Chair shall close the public hearing when, in the Chair’s discretion, the subject matter has been fairly discussed and all points of view have been heard.
3.108 **ENACTMENT OF ORDINANCES**

(1) **NUMBERING:** All ordinances shall be identified by year and number, e.g. 2007-6 means the sixth ordinance adopted during 2007.

(2) **WRITING:** All proposed Ordinances submitted to the Board for enactment shall be in writing and shall be available to the public.

3.109 **RESERVED FOR FUTURE USE**

3.110 **ETHICAL STANDARDS**

(1) **DECLARATION OF POLICY:** It is declared that high ethical standards among Village officers and employees are essential to the conduct of good representative government and that a Code of Ethics for the guidance of public officers and employees will help them avoid conflicts, and will promote and strengthen the confidence of the residents of the Village in their public officers and employees. The purpose of this Section is to establish guidelines for ethical standards of conduct for all Village officers and employees by setting forth those acts that are incompatible with the public interest and which compromise, or appear to compromise, public trust in the fairness, independence, and integrity of Village officers and employees and their official actions.

(2) **DEFINITIONS:**

(a) **Public Officer:** The term "public officer" as used herein shall mean those persons serving in a statutory elected or appointed office, and all members of boards, committees, and commissions of the Village, whether paid or unpaid.

(b) **Public Employee:** The term "public employee" as used herein shall mean any person excluded from the definition of a public officer who is employed by the Village.

(3) **ADOPTION OF STATUTES:** The provisions of the following-listed statutes, including any future revisions or amendments thereto, describing and defining regulations with respect to the conduct and ethics of government officials, employees, and candidates, including the penalty to be imposed and the procedure for prosecution, are hereby adopted and, by reference, made a part of this Ordinance as if fully set forth herein. Any act, required to be performed or prohibited by any of the following-listed statutes, is required or prohibited by this Ordinance.

**Statutes Adopted**

19.59 Codes of Ethics for Local Government Officials, Employees and Candidates
946.10 Bribery of Public Officers and Employees
946.11 Special Privileges for Public Utilities
946.12 Misconduct in Public Office
946.13 Private Interest in Public Contract Prohibited

(4) **SPECIFIC CONFLICTS OF INTEREST:**

(a) **Use of Public Property:** No public officer or public employee shall use or permit the use of Village vehicles, equipment, materials or property for personal convenience or profit, except when such items are available for use by the public generally or except when the use of such items is authorized by the Board.
(b) **Conflicts-of-Interest and Disclosure-of-Interest:** Except as provided herein, no public officer or public employee shall engage in any business transaction with the Village, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which will tend to impair his independence or judgment or action in the performance of his official duties. Any public officer or employee who has a substantial financial interest, including employment, in any business entity entering into, proposing to enter into, or bidding on any transaction with the Village, or as part of his official duties will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the Board (or committee or commission thereof as appropriate) to be recorded in the minutes of that body. Upon such disclosure, it is advised that the public officer or employee abstain from participating in the discussion of the matter and from voting on the matter.

(c) **Representing Private Interests:** No public officer or public employee, including persons or firms engaged to provide professional services to the Village, shall represent, for compensation, private interests before the Board or any commission or committee without disclosure of the private business relationship and explicit consent of the body.

(d) **Disclosure of Confidential Information:** No public officer or public employee shall, without proper authorization of the Board, disclose confidential information concerning the property, government, or affairs of the Village nor shall he use such information to advance financial or private interest of himself or others.

(e) **Gifts and Favors:** No public officer or public employee shall accept anything of value whether in the form of gift, service, loan or promise from any person, who, to the knowledge of the public officer or public employee, has a direct financial interest in any transaction or official business with the Village, which may tend to impair the public officer’s or public employee’s independence of judgment or action in the performance of his official duties. It is not, however, a conflict-of-interest for any public officer or employee to receive a gift or gratuity that is an unsolicited item of nominal intrinsic value.

(f) **Award and Administration of Contracts:** No employee, officer, or agent of the Village shall participate in the selection, award, or administration of a contract if a conflict-of-interest, real or apparent, would be involved. Examples of such conflicts would arise when the employee, officer, or agent, or any member of their immediate family or their partner, or an organization which employs, or is about to employ, any of them, has a financial or other interest in a firm to whom a contract is awarded. No Village employee, officer, or agent shall solicit or accept gratuities, favors, or anything exceeding nominal intrinsic value from existing or potential contractors or subcontractors.

### 3.111 PUBLIC RECORDS

(1) **PURPOSE:** The purpose of this subsection is to comply with Subchapter II of Chapter 19, Wis. Stats., commonly known as the Wisconsin Public Records Law. Furthermore, this subsection shall constitute the notice required by ’19.34(1) Wis. Stats.
(2) **LEGAL CUSTODIANS:** The following-identified legal custodians shall have full legal power to render decisions and to carry out the duties of an “authority” regarding the records under their control, pursuant to Subchapter II of Chapter 19, Wis. Stats., and this Ordinance.

(a) **Elected Officials:** Pursuant to ’19.33 Wis. Stats., an elected official, or his designee, is a legal custodian of his records and the records of his office, and also the records of any committee for which said official is the chairperson.

(b) **Personnel Records:** The Village President shall be the legal custodian of all personnel records (if any) of Village officials, appointees, and employees.

(c) **All Other Records:** The Village Clerk shall be the legal custodian of all other Village records not specifically identified in subparagraphs (a) and (b) above.

(3) **PROCEDURE:** In addition to the procedures and access requirements required by law, the following requirements shall apply to all requests for public records:

(a) **In Writing:** Requests for public records shall be in writing.

(b) **To Whom:** Written requests shall be addressed to the custodian, and mailed or delivered to the Clerk at the Village Hall.

(c) **Fees:** The fees authorized by ’19.35(3) Wis. Stats. shall be charged. A fee of $.25 per page shall be charged for all photocopies. The term “actual costs” as used in the statutes shall mean the total cost of personnel, including wages and fringe benefits, plus expenses for supplies, postage, telephone, paper, and other materials used or purchased to make or supply a copy. The custodian may demand prepayment of the estimated fee if the custodian believes that the actual cost will probably exceed $5.00.

(4) **EXEMPT RECORDS:** The following records shall be exempt from disclosure:

(a) All records exempted under ’19.36 Wis. Stats.;

(b) Library records exempted under ’43.30 Wis. Stats.;

(c) All records restricted by substantive common law principles pursuant to ’19.35(1)(a) Wis. Stats.;

(d) All records protected for reasons of public policy pursuant to ’19.35(1)(a) Wis. Stats.

(e) All records supplied by, or on behalf of, a landowner to the Assessor, regarding income and expenses, pursuant to §70.47(7)(af) Wis. Stats.

(5) **DESTRUCTION OF RECORDS:**

(a) **Purpose:** It is the purpose of this subsection to authorize and permit the custodian of any public record to destroy said record at the earliest date
permitted by law and to remove any obligation from the custodian to maintain public records beyond the minimum period required by law.

(b) **Time Periods:** Unless a shorter period of law has been fixed by the Public Records and Forms Board under ‘16.61(3)(e) Wis. Stats. or by any other law, the following records can be destroyed at the expiration of the following-identified times:

1. **90 Days:** Pursuant to ‘19.21(7) Wis. Stats., the taped recording of a meeting of any governmental body may be destroyed no sooner than 90 days after the minutes have been approved and published if the purpose of the recording was to make minutes of the meeting.

2. **Election Materials:** All election materials may be destroyed pursuant to ‘7.23 Wis. Stats.

3. **Water Utility Records:** Water utility records may be destroyed pursuant to PSC 185.19 Admin. Code.

4. **7 Years:** Except as provided above, all other public records may be destroyed after 7 years.

(c) **Approvals:** Notice shall be given to the historical society pursuant to ‘19.21(4)(a) Wis. Stats. prior to the destruction of any records. Furthermore, no assessment roll containing forest crop acreage will be destroyed without prior approval of the Secretary of Revenue.

(6) **ELECTRONIC STORAGE:** Pursuant to ‘19.21(4)(c) Wis. Stats., the Village may keep and preserve public records through the use of microfilm, electronic storage, or other reproductive devices or storage media. Original documents may be destroyed once the records have been preserved in some other media.
SUBCHAPTER 2:  VILLAGE OFFICERS AND APPOINTEES

3.200  VILLAGE TRUSTEES

(1)  ELECTION AND TERM: Trustees shall be elected and shall serve the term provided by State law. (See, §61.20(1) Wis. Stats).

(2)  POWERS: Trustees shall have all the duties, powers, responsibilities, and obligations enumerated in the Wisconsin Statutes, the Wisconsin Administrative Code, and, to the extent not inconsistent therewith, this Code. (See generally, §61.34)

(3)  COMPENSATION: Trustees shall be paid a salary of

   (a) $750.00 per year, plus
   (b) $75.00 per Board meeting, plus
   (c) the current minimum wage for each hour of additional time spent outside of Board meetings on Village business (e.g. classes, inspections, committee meetings, conferences, etc).

All compensation shall be payable at the end of the calendar year or if requested by the trustee, paid quarterly. Within 30 days of the end of each calendar quarter, Trustees shall submit to the Clerk quarterly written reports (on forms supplied by the Village) regarding their hours spent on Village business for which they seek compensation. These reports shall be subject to review and approval of the Board before the next quarter is completed. Failure to submit timely reports shall constitute a waiver by the Trustee of payment for such hourly compensation. However, such compensation shall not be increased or diminished during the terms of their respective offices. (See, §61.32 and §66.0505 Wis. Stats.) (Amended Ord. 2015-3, Ord. 2016-2)

3.201  VILLAGE PRESIDENT

(1)  ELECTION AND TERM: The President shall be elected and shall serve the term provided by State law. (See, §61.19, Wis. Stats).

(2)  POWERS: Presidents shall have all the duties, powers, responsibilities, and obligations enumerated in the Wisconsin Statutes, the Wisconsin Administrative Code, and this Code, including (but not limited to) the following:

   §61.24           President
   §61.31           Peace Officers
   §61.35           Village Planning
   §166.23          Emergency Powers
   §321.39(1)(a)5   Call to National Guard

(3)  COMPENSATION: The President shall be paid a salary of

   (a) $1,500.00 per year, plus
   (b) $75.00 per Board meeting, plus
   (c) the current minimum wage for each hour of additional time spent outside of Board meetings on Village business (e.g. classes, inspections, committee meetings, conferences, etc).
All compensation shall be payable at the end of the calendar year or if requested by the President, paid quarterly. Within 30 days of the end of each calendar quarter, the President shall submit to the Clerk quarterly written reports (on forms supplied by the Village) regarding their hours spent on Village business. However, such compensation shall not be increased or diminished during the President's term of office. (Amended by Ord. 2015-3, Ord. 2016-2)

3.202 CLERK-TREASURER (Charter Ordinance Modifying §61.19, §61.25, & §61.26)

(1) CONSOLIDATION OF OFFICES: Pursuant to §61.195 and §66.0101, Wis. Stats., the offices of Village Clerk and Village Treasurer are hereby combined into the single office of Village Clerk-Treasurer.

(2) APPOINTMENT AND TERM: Pursuant to §61.197, Wis. Stats., the Clerk-Treasurer shall be appointed on the basis of merit, with due regard to education, training, experience, administrative ability, and general fitness for office, by a majority vote of the Board. The Clerk-Treasurer shall serve at the pleasure of the Board, and shall hold office for an indefinite term subject to termination by the Board, with or without cause.

(3) TERMINATION:

(a) By Village: The Board, by majority vote, may terminate the employment of the Clerk-Treasurer at any time, with or without cause. If termination is for cause, the Village may immediately terminate the employment upon service of written notice to the employee, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice. If termination is without cause, the following procedures shall be used by the Village;

1. The Village shall provide a 60-day notice of such termination, during which time the Clerk-Treasurer's employment and all benefits thereof will continue; or
2. The Village shall immediately terminate the Clerk-Treasurer's employment, but shall pay a termination benefit equal to sixty days of salary and all benefits accruing during said 60-day period.

(b) By Clerk-Treasurer: The Clerk-Treasurer may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the President at least thirty days prior to the proposed date of termination. The Clerk-Treasurer shall carry out the duties of his office through the date of termination, unless excused by the Board.

(4) COMPENSATION: The salary and other benefits payable to the Clerk-Treasurer shall be established by written contract, approved by the Board.

(5) RESIDENCY: There is no residency requirement for the position of Clerk-Treasurer.

(6) DUTIES AND POWERS: Subject to the limitations and responsibilities set forth in the Wisconsin Statutes and in the Resolutions and Ordinances of the Village, the Clerk-Treasurer shall have the following duties and powers:

(a) To perform the duties and responsibilities of Clerk set forth in the Wisconsin Statutes, Administrative Code, Village Ordinances and the instructions issued by the Board. (See, §61.25, Wis. Stats.)
(b) To perform the duties and responsibilities of Treasurer set forth in the Wisconsin Statutes, Administrative Code, Village Ordinances and the instructions issued by the Board. (See, §61.26, Wis. Stats.).

(c) To expend funds for equipment, supplies, repairs, maintenance, or other items costing less than $500 and specifically budgeted by the Board in one of the following Budget line items:
- Clerk-Office Supplies
- Clerk-Other Expenditures
- Muni Bldg-Repair and Maint
- Muni Bldg-Other Expenditures
- Parks-Repair and Maint
- Parks-Other Expenditures

All expenditures for equipment, supplies, repairs, maintenance, or other individual items exceeding $500 shall be submitted to the Board for approval prior to expenditure. However, in the case of an emergency, the Clerk-Treasurer may spend additional budgeted amounts with the approval of the Village President. Nothing herein shall authorize the Clerk-Treasurer to spend monies contained in any non-lapsing continuing appropriation account.

(7) ADDITIONAL CONTRACTUAL OBLIGATIONS: Nothing herein shall preclude or limit the Village from establishing, by written contract, other employment terms and conditions not inconsistent herewith.

3.203 MARSHAL  (Charter Ordinance modifying §61.28, Wis. Stats.)
Pursuant to §66.0101 and §61.195, the office of Marshal is hereby discontinued.

3.204 CONSTABLE  (Charter Ordinance modifying §61.197 & §61.29, Wis. Stats.)

(1) CREATION: The office of Village Constable is hereby created.

(2) APPOINTMENT AND TERM: The Village Constable shall be appointed on the basis of merit with due regard to education, training, experience, and general fitness for the office, by a majority vote of the Board. The Constable shall hold office for a term not exceeding one (1) year, ending on June 30 each year, unless terminated earlier as provided in (3) below. Nothing herein shall be construed to require the Board to re-appoint the same person to be Constable from year-to-year, nor shall anything herein be construed to prevent the Board from re-appointing the same person to serve as Constable from year-to-year.

(3) TERMINATION:

(a) By Village: The Board, by majority vote, may terminate the employment of the Constable at any time, for cause. If termination is for cause, the Village may immediately terminate the employment upon service of written notice to the employee, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice.

(b) By Constable: The Constable may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the President at least thirty (30) days prior to the proposed date of termination. The Constable shall carry out the duties of his office through the date of termination, unless excused by the Village.
(4) **COMPENSATION:** The salary and other benefits payable to the Constable shall be established by written contract, approved by the Board.

(5) **RESIDENCY:** There is no residency requirement for the position of Constable.

(6) **DUTIES AND POWERS:** Subject to the limitations and responsibilities set forth in the Wisconsin Statutes and in the Resolutions and Ordinances of the Village, the Constable shall have the following duties and powers:

(a) Carry out the duties and responsibilities of Constable set forth in the Wisconsin Statutes, Administrative Code, Village Ordinances and the instructions issued by the Board. (See, §61.29, Wis. Stats.)

(b) Carry out the directives of the Village President issued pursuant to §61.24, Wis. Stats.

(c) Be responsible for the administration and supervision of day-to-day operations of law enforcement in the Village.

(d) Be responsible for the preparation, organization, and safe keeping of all records and documents required by law, ordinance, or resolution, relating to the property and/or activities of Village law enforcement.

(e) Establish, where necessary, administrative procedures to increase the effectiveness and efficiency of Village law enforcement according to current law enforcement practices and consistent with the directives of superiors.

(f) Attend all meetings of the Board as directed by the President or by vote of the Board, and at such meetings be prepared to answer questions and provide information regarding Village law enforcement.

(g) Establish and enforce high standards of performance by all subordinates, and be responsible for the administration, direction, and coordination of all subordinates, in accordance with established procedures and directives of superiors.

(h) Keep the Board regularly informed about personnel matters, and promptly report personnel problems or grievances to the President.

(i) Evaluate, in conjunction with the Board, the performance of subordinates on an annual basis.

(j) Assist the President in the maintenance of personnel records on all law enforcement subordinates.

(k) Work closely with the Board to assure that subordinates receive adequate training to maintain and improve their job skills.

(l) Work closely with the Clerk-Treasurer in the preparation of an annual budget for Village law enforcement, in accordance with such guidelines as may be approved by the Board.

(m) To expend funds specifically budgeted by the Board for law enforcement for equipment, supplies, repairs, maintenance, or other items costing less than $500. All expenditures for individual items of equipment, supplies, repairs, maintenance, etc., exceeding $500 shall be submitted to the Board for approval prior to expenditure. However, in the case of an emergency, the Constable may spend additional budgeted amounts with the approval of the Village President. Nothing herein shall authorize the Constable to spend monies contained in any non-lapsing continuing appropriation account (e.g. the Law Enforcement Vehicle Account).

(n) Subject to the approval and direction of the Board, be responsible for the purchase of necessary apparatus and supplies for Village law enforcement.

(7) **ADDITIONAL CONTRACTUAL OBLIGATIONS:** Nothing herein shall preclude or limit the Village from establishing, by written contract, other employment terms and conditions not inconsistent herewith.
3.205 ASSESSOR

(1) APPOINTMENT AND TERM: (Charter Ordinance modifying §61.29, Wis. Stats.)
The Village Assessor shall be appointed on the basis of merit with due regard to
education, training, experience, and general fitness for the office, by a majority vote of the
Board. The Assessor shall hold office for a term not exceeding 3 years, unless
terminated earlier as provided in (2) below. Nothing herein shall be construed to require
the Board to re-appoint the same person to be Assessor from term-to-term, nor shall
anything herein be construed to prevent the Board from re-appointing the same person to
serve as Assessor from term-to-term.

(2) TERMINATION:

(a) By Village: The Board, by majority vote, may terminate the employment of the
Assessor at any time, for cause. If termination is for cause, the Village may
immediately terminate the employment upon service of written notice to the
Assessor, and shall not be obligated to pay salary or provide benefits beyond the
date of service of notice.

(b) By Assessor: The Assessor may terminate his/her employment with the Village
at the conclusion of his/her written contract with the Village. The Assessor shall
carry out the duties of his/her office through the date of termination, unless
excused by the Village.

(3) COMPENSATION: The salary and other benefits payable to the Assessor shall be
established by written contract, approved by the Board.

(4) RESIDENCY: There is no residency requirement for the position of Assessor.

(5) DUTIES AND POWERS: Subject to the limitations and responsibilities set forth in the
Wisconsin Statutes and in the Resolutions and Ordinances of the Village, the Assessor
shall have the following duties and powers:

(a) Carry out the duties and responsibilities of Assessor set forth in the Wisconsin
Statutes, Administrative Code, Village Ordinances and the instructions issued by the
Board. (See, §61.27, Wis. Stats.)

(b) Carry out the directives of the Village President issued pursuant to §61.24, Wis.
Stats.

(c) Advise the Village on assessment issues, and keep the Village informed
regarding current legislation and administrative rules affecting the Village's
assessment.

(d) Attend all meetings of the Board of Review and attend meetings of the Board
when requested.

(6) CONFIDENTIALITY OF INFORMATION PROVIDED TO ASSESSOR: The Assessor
shall have the power and duty to receive and review income and expense information
provided by, or on behalf of, a property owner for the purpose of establishing value by the
income method of valuation, pursuant to §70.47(7)(af), Wis. Stats. The Assessor shall
also have the power and duty to keep confidential all such information received, and shall
not make it available for inspection and/or copying under §19.35(1), Wis. Stats. The
Assessor shall have the authority to determine whether the information obtained should
be disclosed to the following persons for the following reasons:

(a) To the Board of Review when such information is need to decide a contested
assessment; or
(b) To another person or entity which has the right or need to review such information due to the intimate relationship to the duties of an office or is set by law; or  
(c) To another person as directed by Court Order; or  
(d) To another person requesting such information under circumstances where the person or entity who supplied the information has contested the assessment at either the Board of Review or by filing a claim for excessive assessment under §74.37, Wis. Stats.

(7) ADDITIONAL CONTRACTUAL OBLIGATIONS: Nothing herein shall preclude or limit the Village from establishing, by written contract, other employment terms and conditions not inconsistent herewith.

3.206 BUILDING INSPECTOR

(1) APPOINTMENT AND TERM: The Village Building Inspector shall be appointed on the basis of merit with due regard to education, training, experience, and general fitness for the office, by a majority vote of the Board. The Building Inspector shall hold office for a term not exceeding 3 years, unless terminated earlier as provided in (2) below. Nothing herein shall be construed to require the Board to re-appoint the same person to be Building Inspector from term-to-term, nor shall anything herein be construed to prevent the Board from re-appointing the same person to serve as Building Inspector from term-to-term.

(2) TERMINATION:

(a) By Village: The Board, by majority vote, may terminate the employment of the Building Inspector at any time, for cause. If termination is for cause, the Village may immediately terminate the employment upon service of written notice to the Building Inspector, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice.

(b) By Building Inspector: The Building Inspector may terminate his/her employment with the Village at the conclusion of his/her written contract with the Village. The Building Inspector shall carry out the duties of his/her office through the date of termination, unless excused by the Village.

(3) COMPENSATION: The salary and other benefits payable to the Building Inspector shall be established by written contract, approved by the Board.

(4) RESIDENCY: There is no residency requirement for the position of Building Inspector.

(5) DUTIES AND POWERS: Subject to the limitations and responsibilities set forth in the Wisconsin Statutes and in the Resolutions and Ordinances of the Village, the Building Inspector shall have the following duties and powers:

(a) Carry out the duties and responsibilities of Building Inspector set forth in the Wisconsin Statutes, Administrative Code, Village Ordinances and the instructions issued by the Board. (See, §101.65 Wis. Stats.)

(b) Carry out the directives of the Village President consistent with State law and this Code.

(c) Advise the Village on Building Code issues, and keep the Village informed regarding current legislation and administrative rules affecting the Village’s Building Code and the enforcement thereof.
(d) Attend all meetings of the Village Board requested by the Village President or by majority vote of the Board.

(6) ADDITIONAL CONTRACTUAL OBLIGATIONS: Nothing herein shall preclude or limit the Village from establishing, by written contract, other employment terms and conditions not inconsistent herewith.

3.207 WEED COMMISSIONER

(1) APPOINTMENT AND TERM: The President may appoint (but is not required to appoint) one or more commissioners of noxious weeds pursuant to §66.0517 Wis. Stats. Each Weed Commissioner shall hold office for a term not exceeding one (1) year, ending on December 31 of each year, unless terminated earlier as provided in (2) below. Nothing herein shall be construed to require the Board to re-appoint the same person to be Weed Commissioner from term-to-term, nor shall anything herein be construed to prevent the Board from re-appointing the same person to serve as Weed Commissioner from term-to-term.

(2) TERMINATION:
   (a) By Village: The President may terminate the employment of a Weed Commissioner at any time, for cause. If termination is for cause, the President may immediately terminate the employment upon service of written notice to the employee, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice.

   (b) By Commissioner: A Commissioner may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the President at least 30 days prior to the proposed date of termination. The Commissioner shall carry out the duties of his office through the date of termination, unless excused by the Village.

(3) COMPENSATION: Compensation shall be established by resolution of the Board. (See, §66.0517(3)(b)2 Wis. Stats.)

(4) RESIDENCY: There is no residency requirement for the position of Weed Commissioner.

(5) DUTIES AND POWERS: Weed commissioners shall have all the duties, powers, responsibilities, and obligations enumerated in the Wisconsin Statutes. (See, §66.0517 Wis. Stats.)

(6) ADDITIONAL CONTRACTUAL OBLIGATIONS: Nothing herein shall preclude or limit the Village from establishing by written contract other employment terms and conditions not inconsistent herewith.

3.208 VILLAGE ATTORNEY

(1) APPOINTMENT AND TERM: The Village may designate, retain, or employ one or more attorneys to serve the Village, on a temporary or continuing basis. Attorneys shall be appointed on the basis of merit with due regard to education, training, experience, and general fitness for the office, by a majority vote of the Board. Attorneys shall be subject to termination by the Board, with or without cause. He shall hold office for a term of office not exceeding one (1) year, ending on April 30 of each year. Nothing herein shall be construed to require the Board to re-appoint the same person to be Village Attorney from term-to-term, nor shall anything herein be construed to prevent the Board from re-appointing the same person to serve as Village Attorney from term-to-term.
(2) **TERMINATION:**

(a) **By Village:** The Board, by majority vote, may terminate the employment of the Village Attorney at any time, with or without cause. If termination is for cause, the Village may immediately terminate the employment upon service of written notice to the employee, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice. If termination is without cause, of the following procedures shall be used by the Village:

1. The Village shall provide a 30-day notice of such termination, during which time the Village Attorney’s employment and all benefits thereof will continue; or
2. The Village shall immediately terminate the Village Attorney’s employment, but shall pay a termination benefit equal to 30 days of salary and all benefits accruing said 30-day period.

(b) **By Village Attorney:** The Village Attorney may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the President at least 30 days prior to the proposed date of termination. The Village Attorney shall carry out the duties of his office through the date of termination, unless excused by the Village.

(3) **COMPENSATION:** The salary and other benefits payable to the Attorney shall be established by written contract, approved by the Board.

(4) **RESIDENCY:** There is no residency requirement for the position of Village Attorney.

(5) **DUTIES AND POWERS:** The Village Attorney shall have the following duties and powers:

(a) He shall exercise the powers and carry out the duties and responsibilities set forth in the Wisconsin Statutes, Wisconsin Administrative Code and this Code.

(b) He shall carry out the directives of the Board and other Village officers which require legal work.

(c) He shall attend such meetings as the President or the Board may direct.

(d) He shall prosecute all ordinance violations.

(6) **ADDITIONAL CONTRACTUAL OBLIGATIONS:** Nothing herein shall preclude or limit the Village from establishing by written contract other employment terms and conditions not inconsistent herewith.

3.209 **DIRECTOR OF PUBLIC WORKS (DPW)**

(1) **CREATION:** The office of Director of Public Works (DPW) for the Village is hereby created.

(2) **APPOINTMENT AND TERM:** The DPW shall be appointed on the basis of merit with due regard to education, training, experience, administrative ability, and general fitness for the office, by majority vote of the Board. He shall serve at the pleasure of the Board and shall hold office for an indefinite term, subject to termination by the Board, with or without cause.

(3) **TERMINATION:**

(a) **By Village:** The Board, by majority vote, may terminate the employment of the DPW at any time, with or without cause. If termination is for cause, the Village
may immediately terminate the employment upon service of written notice to the employee, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice. If termination is without cause, of the following procedures shall be used by the Village;

1. The Village shall provide a 60-day notice of such termination, during which time the DPW employment and all benefits thereof will continue; or
2. The Village shall immediately terminate the DPW employment, but shall pay a termination benefit equal to sixty days of salary and all benefits accruing said 60-day period.

(b) By Director of Public Works: The DPW may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the President at least thirty days prior to the proposed date of termination. The DPW shall carry out the duties of his office through the date of termination.

(4) COMPENSATION: The salary and other benefits payable to the DPW shall be established by written contract, approved by the Board.

(5) RESIDENCY: The DPW shall become and remain a resident of the Village, or within fifteen (15) miles of the Village boarder, within six (6) months following the date of appointment. This residency requirement may be extended for an additional six (6) months by resolution of the Board by two-thirds vote.

(6) DUTIES AND POWERS: Subject to limitations and responsibilities set forth in the Wisconsin Statutes, the Wisconsin Administrative Code, and in the resolutions and ordinances of the Village, the DPW shall have the following duties and powers:

(a) General Duties: He shall,
1. Carry out the directives of the Board and the President, reporting promptly regarding the results obtained and any difficulties encountered.
2. Be responsible for the administration of all day-to-day operations of the Department of Public Works, and have general charge and supervision of the maintenance, repair, and construction of streets, alleys, curbs and gutters, sidewalks, bridges, street signs, traffic control devices, signs and markings, storm sewers, culverts and drainage facilities, sanitary sewers, parks, buildings, and other property, and all machinery and equipment used in any activity under his control. He shall be responsible for the administration of public services such as garbage and refuse collection and disposal, snow and ice removal, street cleaning, and such other activities as may be assigned to the Department from time-to-time by the Board. Nothing herein shall limit the authority of the Board to hire independent third persons to perform public works projects.
3. Be responsible for the preparation, recording, organization and safe keeping of all records and documents required by law, ordinance or resolution, relating to the property and/or activities of the Department of Public Works.
4. Establish, where necessary, administrative procedures to increase the effectiveness and efficiency of the Department of Public Works according to current practices in government and consistent with the directives of his superiors.
5. Attend all meetings of committees, commissions, or board meetings when requested by the President or chairman thereof.

(b) Personnel Duties: He shall,

1. Be responsible for the administration, direction and coordination of all employees in the Public Works Department, in accordance with established procedures and directives from superiors.

2. Assist in the hiring of employees for the Department of Public Works.

3. Keep the Village regularly informed about personnel matters, and promptly report personnel problems or grievances, and carry out the directives of the Board concerning personnel matters.

4. Evaluate the performance of employees on a regular basis and recommend to the Board the promotion, and when necessary, the reprimanding, suspension, or termination of an employee.

5. Assist in the creation of personnel records, maintained by the President, on all employees in the Department.

6. Establish and enforce high standards of performance by Department employees.

7. Assure that Department employees have safe and proper working conditions and equipment.

8. Work to assure that employees receive adequate training to maintain and improve their job skills.

(c) Budgeting and Purchasing Duties: He shall,

1. Be responsible for preparation of an annual budget for public works, in accordance with such guidelines as may be provided by the Board, in coordination with the Clerk-Treasurer, and pursuant to state law.

2. Administer the Department of Public Works budget as adopted by the Board.

3. Report regularly to the Board on the current fiscal position of the Department.

4. Subject to the approval and direction of the Board and the Clerk-Treasurer, be responsible for purchase orders for the acquisition of materials and equipment necessary to the operation of the Department.

5. Be authorized to expend funds specifically budgeted by the Board for public works for equipment, supplies, repairs, maintenance, or other items costing less than $4,000. All expenditures for equipment, supplies, repairs, maintenance, or other individual items exceeding $4,000 shall be submitted to the Board for approval prior to expenditure. However, in the case of an emergency, the DPW may spend additional budgeted amounts with the approval of the Village President. Nothing herein shall authorize the DPW to spend monies contained in any non-lapsing
continuing appropriation account (e.g. the Public Works Equipment Account).

(d) **Weed Commissioner:** He shall serve as a Weed Commissioner for the Village, and shall exercise the duties and powers enumerated in §66.0517 Wis. Stats. and all amendments thereto.

(7) **ADDITIONAL CONTRACTUAL OBLIGATIONS:** Nothing herein shall preclude or limit the Village and the DPW from establishing, by written contract, other employment terms and conditions not inconsistent herewith.

3.210 **ZONING ADMINISTRATOR**

(1) **CREATION:** The office of Zoning Administrator for the Village is hereby created.

(2) **APPOINTMENT AND TERM:** The Zoning Administrator shall be appointed on the basis of merit with due regard to education, training, experience, administrative ability, and general fitness for the office, by majority vote of the Board. He shall serve at the pleasure of the Board and shall hold office for an indefinite term, subject to termination by the Board, with or without cause.

(3) **TERMINATION:**

(a) **By Village:** The Board, by majority vote, may terminate the employment of the Zoning Administrator at any time, with or without cause. If termination is for cause, the Village may immediately terminate the employment upon service of written notice to the employee, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice. If termination is without cause, of the following procedures shall be used by the Village:

1. The Village shall provide a 60-day notice of such termination, during which time the Zoning Administrator's employment and all benefits thereof will continue; or
2. The Village shall immediately terminate the Zoning Administrator's employment, but shall pay a termination benefit equal to 60 days of salary and all benefits accruing said 60-day period.

(b) **By Zoning Administrator:** The Zoning Administrator may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the President at least 30 days prior to the proposed date of termination. The Zoning Administrator shall carry out the duties of his office through the date of termination, unless excused by the Village.

(4) **COMPENSATION:** The salary and other benefits payable to the Zoning Administrator shall be established by written contract, approved by the Board.

(5) **RESIDENCY:** There is no residency requirement for the position of Zoning Administrator.

(6) **DUTIES AND POWERS:** The provisions of Chapter 22 shall be administered and enforced by the Zoning Administrator or a designee, who in addition thereto and in furtherance of said authority shall:

(a) Determine that all Detailed Site Analyses, Zoning Permits, Certificates of Occupancy, Sign Permits, Site Plans, (and their constituent plans) comply with all provisions of Chapter 22.
(b) Conduct inspections of buildings, structures, waters, and land to determine compliance with all provisions of Chapter 22.

(c) Be permitted access to premises and structures during reasonable hours to make those inspections as deemed necessary by him to ensure compliance with Chapter 22. If, however he is refused entry after presentations of his identification, he may procure a special inspection warrant in accordance with §66.0119 of the Wisconsin statutes.

(d) Maintain permanent and current records of Chapter 22, including but not limited to all maps, amendments, conditional uses, temporary uses, sign permits, site plans, occupancy permits, variances, appeals, interpretations, and applications therefor.

(e) Receive, file, and forward all applications for all procedures governed by Chapter 22 to the designated official bodies.

(f) Investigate all complaints made relating to the location of structures and the use of structures, lands, and waters, give notice of all violations of this Code to the owner, resident, agent, or occupant of the premises, and report uncorrected violations to the Board.

(g) Institute, in the name of the Village, any appropriate actions or proceedings against a violator of Chapter 22, as provided by law.

(h) Prohibit the use or erection of any structure, land or water until he has inspected and approved such use or erection.

(j) Make available to the public, to the fullest extent possible, all reports and documents concerning the Village’s comprehensive plan and ordinances. In addition, information in the form of reports, bulletins, maps, and engineering data shall be readily available and widely distributed. The Village Board may set fees necessary to recover the cost of providing information to the public.

(m) Designate a Deputy Zoning Administrator.

(n) Make interpretations regarding the provisions of Chapter 22 per §22.911.

(o) Grant minor variations from the dimensional (setback, height, and area requirements of Chapter 22; up to a maximum variation of 5% for setbacks and height limitations; and up to a maximum variation of 5% or 1,000 square feet for area requirements (whichever is less); so long as the spirit and intent of the performance standards are preserved.

(7) ADDITIONAL CONTRACTUAL OBLIGATIONS: Nothing herein shall preclude or limit the Village and the Zoning Administrator from establishing, by written contract, other employment terms and conditions not inconsistent herewith.

3.211 CHIEF OF THE FIRE DEPARTMENT

(1) APPOINTMENT AND TERM: The Chief of the Fire Department shall be appointed by the Board, on the basis of merit, with due regard to education, training, experience, administrative ability, and general fitness for office, from a list of candidates established by a vote of the members of the Fire Department. He shall serve a term of four (4) years, unless terminated earlier as provided in (2) below. Nothing herein shall be construed to require the Board to re-appoint the same person to be Fire Chief from term-to-term, nor shall anything herein be construed to prevent the Board from re-appointing the same person to serve as Fire Chief from term-to-term.
(2) TERMINATION:

(a) By Village: The Board, by majority vote, may terminate the employment of the Fire Chief at any time, for cause. If terminated for cause, the Village may immediately terminate the employment upon service of written notice to the Chief, and shall not be obligated to pay salary or provide benefits beyond the date of service of such notice.

(b) By Chief: The Chief may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the Clerk at least 30 days prior to the proposed date of termination. The Chief shall carry out the duties of his office through the date of termination, unless excused by the Village.

(3) COMPENSATION: The salary and other benefits payable to the Fire Chief shall be established by written contract, approved by the Board.

(4) RESIDENCY: There is no residency requirement for the position of Chief of the Fire Department.

(5) DUTIES AND POWERS: Subject to the limitations and responsibilities set forth in the Wisconsin Statutes and in the Resolutions and Ordinances of the Village, the Chief shall have the following duties and powers:

(a) General Duties: He shall:

1. Carry out the directives of the Board, reporting promptly regarding the results obtained and any difficulties encountered.

2. Be responsible for the administration and supervision of all day-to-day operations of the Fire Department.

3. Carry out the duties and exercise the powers established by the Wisconsin Statutes (in particular '101.14, '165.55, '213.095, and all amendments thereto) and established by the Wisconsin Administrative Code (in particular COMM 14).

4. Be responsible for the preparation, organization and safe keeping of all records and documents required by law, ordinance, or resolution, relating to the property and/or activities of the Fire Department.

5. Establish, where necessary, administrative procedures to increase the effectiveness and efficiency of the Fire Department according to current practices and consistent with the directives of his superiors.

6. Attend meetings of the Board when requested by the President.

7. Preside at all meetings of the Department, to call special meetings, to preserve order, to decide all points of order that may arise and to enforce a rigid observance of this Ordinance and the bylaws of the Department.

8. To the extent practicable, respond to and attend all fires, to have complete command of and entire responsibility for all firefighting operations, to plan the control of the same, to direct the action of the company when they arrive at the fire, to observe that the Department
does its duty, to grant leaves of absence at a fire when he may deem it proper, and to see that the fire apparatus is kept in proper condition at all times.

9. Manage and control all apparatus used by the Department and be responsible for its proper maintenance and repair.

10. Manage and control all activities and persons in the Fire Station, and be responsible for its proper repair and maintenance

(b) Personnel Duties: He shall:

1. Be responsible for the administration, direction and coordination of all members of the Fire Department, in accordance with established procedures.

2. Keep the Board regularly informed about personnel matters, and promptly report personnel problems or grievances to the Clerk and President.

3. Evaluate the performance of members on a regular basis, and conduct a written annual review and evaluation of each active member (excluding auxiliary members).

4. Assist the President in the maintenance of personnel records on all members the Fire Department.

5. Establish and enforce high standards of performance by all members of the Fire Department.

6. Work closely with the Board to assure that members receive adequate training to maintain and improve their job skills.

(c) Budgeting and Purchasing Duties: He shall:

1. Be responsible for the preparation of an annual budget for the Fire Department, in accordance with such guidelines as may be approved by the Board, in coordination with the Clerk, and pursuant to state law.

2. Administer the Fire Department budget as adopted by the Board.

3. Report regularly to the Clerk-Treasurer and the Board on the current fiscal position of the Department, and on all expenditures of the Department.

4. Be authorized to expend funds specifically budgeted by the Board for the Fire Department for equipment, supplies, repairs, maintenance, or other items costing less than $4,000. All expenditures for equipment, supplies, repairs, maintenance, or other individual items exceeding $4,000 shall be submitted to the Board for approval prior to expenditure. However, in the case of an emergency, the Chief may spend additional budgeted amounts with the approval of the Village President. Nothing herein shall authorize the Chief to spend monies contained in the non-lapsing continuing appropriation account known as the Fire Truck Account.
5. Be responsible for filing with the Clerk-Treasurer all invoices, receipts, bills, and other evidence of bills for equipment, supplies, repairs, maintenance, or other items paid by the Department.

6. Be responsible for reporting to, and depositing with, the Clerk-Treasurer, all monies received by the Department.

(d) **Fire Inspection Duties:** He shall

1. Be the Chief Fire Inspector of the Village, and shall have the power to appoint one or more deputy Fire Inspectors.

2. Perform all duties required of the Fire Inspector by the laws of the State (See, '101.14, Wis. Stats. and administrative regulations promulgated pursuant thereto).

3. While acting as Fire Inspector, have the right and authority to enter any building or upon any premises in the Village, at all reasonable hours, for the purpose of making inspections or investigations which he deems necessary under the provisions of this Code.

4. Advise property owners of code violations and fire hazards, and recommend solutions for such violations and hazards.

5. Report to the Board, for further action, all code violations and fire hazards which have not been corrected after fair warning.

### 3.212 EMERGENCY MANAGEMENT DIRECTOR (EMD)

(1) **APPOINTMENT AND TERM:** The Emergency Management Director (EMD) shall be appointed on the basis of merit, with due regard to education, training, experience, administrative ability, and general fitness for office, by majority vote of the Board. The EMD shall hold office for a term not exceeding one (1) year, ending on December 31 of each year, unless terminated earlier as provided in (2) below. Nothing herein shall be construed to require the Board to re-appoint the same person to be EMD from term-to-term, nor shall anything herein be construed to prevent the Board from re-appointing the same person to serve as EMD from term-to-term.

(2) **TERMINATION:**

(a) **By Village:** The Board may terminate the employment of the EMD at any time, for cause. If termination is for cause, the Board may immediately terminate the employment upon service of written notice to the employee, and shall not be obligated to pay salary or provide benefits beyond the date of service of notice.

(b) **By EMD:** The EMD may terminate his/her employment with the Village at any time by serving a written notice of such termination upon the Board at least 30 days prior to the proposed date of termination. The EMD shall carry out the duties of his office through the date of termination, unless excused by the Village.

(3) **COMPENSATION:** The salary and other benefits payable to the EMD shall be established by written contract, approved by the Board.

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(4) **RESIDENCY:** There is no residency requirement for the position of Emergency Management Director.

(5) **DUTIES AND POWERS:** Subject to the limitations and responsibilities set forth in the Wisconsin Statutes, and subject to the emergency powers vested in the Board and the Village President, the EMD shall have the following duties and powers:

(a) To coordinate all components of the Emergency Management Plan of the Village, including hazard analysis, preparedness, mitigation, and response and recovery activities for all natural and technological disasters/emergencies.

(b) To report to the Village EOC/CP.

(c) To ensure that Village officials and County Emergency Management officials have been notified, key facilities warned, sirens activated, and other appropriate notifications provided.

(d) To activate the Village EOC, and to make sure that it is fully operational and that the EOC staff has reported, or are reporting, to the EOC.

(e) To obtain the initial Uniform Disaster Situation Report (UDSR) and other relevant information, and to relay this information to the Village President, the Village Board, and to the County Emergency Management Director.

(f) To conduct regular briefings of EOC staff as to the status of the situation.

(g) To evaluate available resources, including personnel, by checking with EOC staff, and if deficiencies exist, he should take action to obtain the needed resources.

(h) To ensure that all department and agency heads keep separate and accurate records of disaster-related expenditures.

(i) To ensure that security and limited access is established of the EOC, if necessary.

(j) To coordinate volunteer worker assignments.

(k) To appoint a facility manager to take care of personnel support, i.e., beverages, food, garbage removal, billeting of emergency workers, etc.

(6) **ADDITIONAL CONTRACTUAL OBLIGATIONS:** Nothing herein shall preclude or limit the Village from establishing, by written contract, other employment terms and conditions not inconsistent herewith.
SUBCHAPTER 3: BOARDS AND COMMISSIONS

3.300 PLAN COMMISSION

(1) CREATION: Pursuant to '61.35 and 62.23, Wis. Stats., there is hereby created a Village Plan Commission.

(2) MEMBERS, APPOINTMENT AND TERM: The members of the Plan Commission shall be appointed and shall hold office pursuant to '62.23(1), Wis. Stats., and all amendments thereto. Members shall be resident electors of the Village, or persons owning real estate within the Village.

(3) COMPENSATION: Compensation shall be set by resolution of the Board.

(4) POWERS AND DUTIES: The Plan Commission shall exercise the powers and duties enumerated in the Wisconsin Statutes (e.g., '61.35, and '62.23 Wis. Stats.), the Wisconsin Administrative Code, and this Code. The Plan Commission shall also act as the "Village Planning Agency" under Chapter 236 Wis. Stats. The Plan Commission, together with its other statutory duties, shall make reports and recommendations relating to the plan and development of the Village to the Board, other public officials and other interested organizations and citizens. The Commission, its members and employees, in the performance of its functions, may enter upon any land and make examinations and surveys. In general, the Plan Commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning. The Commission may, in arriving at its recommendation, on occasion and of its own volition, conduct its own public hearing.

(5) DISCRETIONARY REFERRALS: The Village Board, or other Village officer or body with final approval authority or referral authorization under this Code, may refer any of the following to the Plan Commission for report:

(a) A proposed county development plan or comprehensive plan, a proposed element of such a plan, or a proposed amendment to such plan.

(b) A proposed county zoning ordinance or amendment.

(c) A proposed county subdivision or other land division ordinance under '236.45, Wis. Stats., or amendment.

(d) An appeal or permit application under the county zoning ordinance to the county zoning board of adjustment, county planning body or other county body.

(e) A proposed intergovernmental cooperation agreement, under '66.0301, Wis. Stats, or other statute, affecting land use, or a municipal revenue sharing agreement under '66.0305, Wis. Stats.

(f) A proposed plat or other land division under the county subdivision or other land division ordinance under '236.46, Wis. Stats.

(g) A proposed county plan, under '236.46, Wis. Stats., or the proposed amendment or repeal of the ordinance adopting such plan, for a system of Village arterial thoroughfares and minor streets, and the platting of lots surrounded by them.
(h) Any other matter deemed advisable for referral to the Plan Commission for report.

3.301 **ZONING BOARD OF APPEALS**

(1) **CREATION:** Pursuant to '62.23(7)(e) Wis. Stats., there is hereby a created a Zoning Board of Appeals for the Village of Camp Douglas.

(2) **MEMBERS, APPOINTMENT AND TERM:** The members of the Zoning Board of Appeals shall be appointed and shall hold office pursuant to '62.23(7)(e) Wis. Stats., and all amendments thereto.

(3) **COMPENSATION:** Compensation shall be set by resolution of the Board.

(4) **ORGANIZATION:** The Board of Appeals may adopt rules for its governance and procedure. Meetings of the Board of Appeals shall be held at the call of the Chairman, and at such other times as the Board of Appeals may determine. The Chairman, or in his absence an elected Acting Chairman, may administer oaths and compel the attendance of witnesses. All meeting shall be open to the public. The Board of Appeals shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board of Appeals, which is the Clerk’s office, and shall be a public record.

(5) **POWERS AND DUTIES:**

(a) The Zoning Board of Appeals shall exercise the powers and duties enumerated in the Wisconsin Statues and this Code, and all amendments thereto. The Board of Appeals shall have the following powers:

1. To hear and decide appeals when it is alleged there is error in any order, requirement, decision or determination made by the Zoning Administrator.
2. To hear and decide variances to the terms of this Code upon which the Board of Appeals is required to pass.
3. To authorize, upon appeal in specific cases, such variance from the terms of this Code as will not be contrary to the public interest, when, owing to special conditions, a literal enforcement will result in practical difficulty or unnecessary hardship, so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.
4. Permit in appropriate cases, and subject to appropriate conditions and safeguards in harmony with the general purpose and intent of this Code, a building or premises to be erected or used for such public utility purposes in any location which is reasonably necessary for the public convenience and welfare.

(b) In exercising the above-listed powers, the Board of Appeals may reverse, or may affirm wholly or in part, or may modify any order, requirement, decision or determination appealed from and shall make such order, requirement, decision, or determination as in its opinion ought to be made in the premises and to that end shall have all the powers of the Zoning Administrator or other administrative officer from whom the appeal is taken. The concurring vote of four (4) members of the Board of Appeals shall be necessary to reverse any order, requirement, decision, or determination appealed from or to decide in favor of the applicant on any matter on which it is required to pass or to effect any variation in the
requirements of this Code, unless a greater majority vote is required by statute.

(c) Except as specifically provided, no action of the Board of Appeals shall have the effect of permitting in any Zoning District, uses prohibited in such Districts.

(6) PROCEDURES: Except where another procedure is specifically provided in this Ordinance (e.g. variance procedure of 22.910), the following procedures shall apply.

(a) Appeals: Except where Appeals to the Board of Appeals may be taken (i) by any person aggrieved by any decision of an administrative officer, (ii) or by any officer, department, board, or bureau of the Village affected by any decision of an administrative officer. Such appeal shall be taken within the time established, and if no specific time is established, within 30 days of the date of the decision, by filing with the officer(s) from whom the appeal is taken and with the Board of Appeals, a notice of appeal specifying the grounds thereof, together with payment of a filing fee as may be established by the Village Board. The officer(s) from whom the appeal is taken shall forthwith transmit to the Board of Appeals all papers constituting the record of appeals upon which the action appealed from was taken. The Board of Appeals shall fix a reasonable time for the hearing of appeals and give public notice thereof as well as due notice to the parties in interest, and shall decide the same within a reasonable time.

(b) Notice of hearing: The Board of Appeals shall fix a reasonable time and place for the hearing, cause notice thereof to be published in the official newspaper not less than seven (7) days prior thereto, cause notice to be given to the appellant or applicant and the administrative officer(s) appealed from by regular mail or by personal service not less than five (5) days prior to the date of hearing. In every case involving a variance, notice shall also be mailed not less than 10 days prior to the hearing to the holders of title of all land within 300 feet of any part of the subject building or premises involved in the appeal.

(c) Hearings: Hearings on appeals shall be public and shall be conducted according to the rules of procedure adopted by the Board. At the hearing, the appellant or applicant may appear in person, and/or by agent or by attorney. Decisions of the Board following public hearing may be made either in public or closed session as the Board shall determine, in accordance with §19.85 Wis. Stats.

(d) Findings: Findings of fact and reasons for all actions taken shall be reduced to writing in the minutes of the Board’s proceedings.

(e) Decision: The Zoning Board of Appeals shall decide all appeals and applications within thirty (30) days after the public hearing and shall transmit a signed copy of the Board’s decision to the appellant or applicant, Zoning Administrator, and Plan Commission.

1. Conditions may be placed upon any Zoning Permit ordered or authorized by this Board.
2. Variances, substitutions, or use permits granted by the Board shall expire within six (6) months unless substantial work has commenced pursuant to such grant.
3. Applicants receiving variances in floodlands shall be notified, in writing, by the Board of Appeals that increased flood insurance premiums and risk to life or property may result from the granting of the variance. The Board shall keep a record of the notification in its files.
(f) **Review by Court of Record:** Any persons aggrieved by any decision of the Board of Appeals may present to a court of record a petition, duly verified, setting forth that such decision is illegal and specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision in the offices of the Board.

(g) **Fee:**
1. All applicants shall pay an application fee for an appeal, which fee shall be established by resolution of the Village Board.
2. Appeal fees do not include, and are in addition to, zoning permit fees and other fees established by this Ordinance, building permit fees established by the Building Code, and other fees which may be imposed for driveways, etc.
3. A fee shall not release the applicant from full compliance with Chapter 22 nor from prosecution for violation of Chapter 22.

### 3.302 BOARD OF REVIEW

1. **MEMBERS:** The Board of Review shall consist of the Village Board, including the President and the Clerk-Treasurer. The Board, by separate Resolution, may appoint two alternates, who shall serve only when necessary for the Board of Review to achieve a quorum to conduct its business. *(See, '70.46, Wis. Stats.)*

2. **TRAINING:** Pursuant to '70.46(4) Wis. Stats., the Clerk shall be the voting member who has attended the training required under '73.03(55), and shall be the Chief Executive Officer’s designee.

3. **COMPENSATION:** Compensation of $30.00 per diem shall be paid to members of the Board of Review.

4. **POWERS AND DUTIES:** The Board of Review shall exercise the powers and duties enumerated in the Wisconsin Statutes and all amendments thereto. *(See generally, '70.47 Wis. Stats.)*
3.400 STANDING COMMITTEES
(There are no standing committees at this time).

3.401 SELECT COMMITTEES

(1) CREATION: The President or the Board may create, at any time, a committee for a special purpose.

(2) APPOINTMENT: Select Committees created by the President shall be appointed by the President, and Select Committees approved by the Board shall be appointed by the Board. Select Committees may include Village Officers, employees, or citizens, as the appointing authority may decide.

(3) TERMINATION: Any Select Committee may be terminated at any time by the appointing authority. Any member of any Select Committee may be removed and replaced at any time by the appointing authority.

3.402 COMMITTEE POWERS AND DUTIES
Committees shall analyze, investigate and review such matters as may be referred to them by the Board, and shall promptly submit recommendations thereon. Recommendations shall be approved by a majority of the committee and shall state a definitive action or answer to each matter referred to the committee. A committee may require any officer or employee of the Village to confer with it and supply information in connection with any matter pending before it. No committee has the power to take final action on any matter, except as specifically provided by this Code or State Law.