

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of	:	
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WISCONSIN COUNCIL OF COUNTY	:	Case 28
AND MUNICIPAL EMPLOYEES	:	No. 49755 ME-664
	:	Decision No. 24816-A
Involving Certain Employes of	:	
	:	
TOWN OF MADISON	:	
	:	

Appearances:

Mr. Michael J. Wilson, Representative at Large, 583 D'Onofrio Drive, Madison, Wisconsin 53719, on behalf of Wisconsin Council 40.
Axley Brynelson, by Mr. Michael J. Westcott and Mr. Mark B. Hazelbaker, P.O. Box 1767, Madison, Wisconsin 53701-1767, on behalf of the Town of Madison.

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER CLARIFYING BARGAINING UNIT

Wisconsin Council of County and Municipal Employees, hereinafter referred to as the Union, having on August 16, 1993, filed a petition requesting the Wisconsin Employment Relations Commission to determine whether the position of Building Inspector should be included in the existing collective bargaining unit of Town of Madison employes represented by the Union; and hearing in the matter having been conducted by Mary Jo Schiavoni, a member of the Commission's staff, on December 9, 1993, in Madison, Wisconsin; and a stenographic transcript having been prepared and received on February 11, 1994; and the parties having completed their briefing schedule on February 14, 1994; and the Commission, being fully advised in the premises, makes and issues the following

FINDINGS OF FACT

1. The Town of Madison, hereinafter referred to as the Town, is a municipal employer and has its offices at 2156 Fish Hatchery Road, Madison, Wisconsin; and among its functions is the operation of a Building Inspection Department.

2. Wisconsin Council of County and Municipal Employees, hereinafter referred to as the Union, is a labor organization and has its offices at 583 D'Onofrio Drive, Madison, Wisconsin. The Union is currently the exclusive collective bargaining representative for certain of the Town's employes in a bargaining unit consisting of

"All regular employees of the Town of Madison, including public works employees, clerical employees and other employees, excluding employees with the power to arrest, the fire chief, assistant fire chief and supervisory employees."

3. A position of Deputy Building Inspector existed prior to October of 1991 and this position had been included in the bargaining unit set forth in Finding of Fact 2 until the individual occupying said position was fired.

4. The Town hired Matthew Wenzel in January of 1993 in the new position of Building Inspector. The job description for the position is as follows:

TOWN OF MADISON

BUILDING INSPECTOR

Job Description

GENERAL STATEMENT OF DUTIES:

Performs responsible duties in Building Inspection including Energy, H.V.A.C. Inspections, and other related tasks. Also responsible for supervision of Town Building Maintenance Staff and maintenance improvements to Town buildings and grounds.

RESPONSIBILITIES:

1. Enforcement of Building, H.V.A.C., Residential and Commercial Property Maintenance Codes.
2. Meets with developers, builders, and general public relative to building regulations.
3. Reviews plans and specifications for Building Code compliance.
4. Consults with property owners, builders, architects, and engineers regarding Code applications and interpretations.
5. Receives and investigates complaints regarding various State, County and Local Code violations.
6. Prepares and maintains records required for submittal to State, Federal, and local authorities.
7. Drafts proposed changes to existing Town Codes and Ordinances for consideration by appropriate Town committees and officials.
8. Provides staff support to the Housing, Environmental, Planning and Community Development Committee, and the Dane County Zoning Board of Appeals.
9. Prepares annual Building Inspection budget.

10. Oversees the maintenance of Town buildings and grounds.
11. Recommends and implements capital improvements to Town buildings and grounds.
12. Miscellaneous inspection duties include licensing inspections of taverns, restaurants, food stores, etc.; mobile home park inspections; assist Fire Inspector in joint Building/Fire Inspection areas; respond to all residential zoning inquiries, and all other zoning inquiries.
13. Assist in any other projects which need the attention of the Town Building Inspector, or as directed by the Town Board.

REQUIREMENTS:

1. Current certification by the State of Wisconsin as qualified inspector in the following areas: commercial, energy, general construction, and H.V.A.C.; or a combination of training and experience which would lead to certification within six (6) months of employment.
2. Good public and customer relations skills.
3. Ability to communicate well with employees and general public (oral and written communication skills).
4. Ability to keep clear and accurate records.
5. Thorough knowledge of current building, and H.V.A.C. construction practices.
6. Ability to supervise outside contractors on building and grounds capital projects.

TRAINING AND EXPERIENCE:

1. High school graduate preferably supplemented by specialized courses in building/construction standards, with graduation from a college or technical school desirable.
2. Five (5) years experience in building construction with familiarity of Building Codes and Ordinances.
3. Experience in dealing with the general public.
4. Supervisory experience.

Wenzel is responsible for code enforcement. His immediate supervisor is the Director of Public Works. The Director of Public Works also performs building inspection duties. Wenzel has the authority to approve or stop construction

for noncompliance with building codes on all construction within the Town of Madison. He may occasionally impose a stop work order on a major project. He is the Town representative who determines what is necessary to achieve compliance with the building codes. His responsibilities in overseeing compliance with state and local building codes constitute approximately thirty percent of his time. He spends about twenty percent of his time meeting with developers, builders, and the general public regarding building regulations. He may meet with the Town Council and advise them as to policy regarding the development of the Town's building codes and construction standards. He sometimes recommends revisions of the codes and revisions of the fee schedules. He may also make recommendations regarding the Town's building maintenance codes, which apply to several large apartment buildings in the Town. Approximately ten to fifteen percent of his time is spent investigating complaints regarding building code violations.

The Building Inspector sits on the Town policy committees which deal with housing and commercial issues. He also serves as the Town's agent for purpose of inspecting and licensing restaurants and taverns. The Building Inspector may determine whether to give attention to tenant-related versus commercial problems.

The Building Inspector takes a baseline budget for the Building Inspection Department developed from the previous year and modifies it according to the needs of the Town for enforcement services, capital projects and building maintenance on the Town's facility. He reports to the Town Business Manager and then to the Town Board with respect to the budget.

The Building Inspector participated in a decision that the Town switch from employing an independent janitorial contract service to hiring a part-time custodian for its facilities. The part-time janitorial position has been posted and Wenzel will be involved in the hiring of this employe. He will direct the work of this employe as part of his responsibilities for overseeing the maintenance of Town buildings and grounds. He is involved in decisions related to repair or maintenance of the Town's facility, including capital expenditures such as the repair of the roof or recommendation of the purchase of new heater units for the facility. His recommendation was based upon his recognition that the furnaces in the Town Hall need to be replaced. Approximately ten percent of his time is spent in overseeing the maintenance of Town buildings and grounds.

The Building Inspector is expected to supervise the Plumbing and the Electrical Inspectors utilized by the Town. These two inspectors are not employes of the Town but rather independent contractors who charge the Town on a per inspection basis.

Wenzel does not participate sufficiently in the formulation, determination and implementation of management policy or possess sufficient authority to commit the Town's resources so as to render him a managerial employe.

5. The Building Inspector does not possess a journeyman's license nor journeyman status in any field. Although he has approximately seventeen years experience in the construction industry, he has not worked in any craft. He does not possess the experience equivalent to journeyman status in any craft. He has not had a substantial period of apprenticeship or comparable training.

Based upon the above and foregoing Findings of Fact, the Commission makes and issues the following

CONCLUSIONS OF LAW

1. The occupant of the position of Building Inspector is not a managerial employe within the meaning of Sec. 111.70(1)(i), Stats.

2. The occupant of the position of Building Inspector is not a craft employe within the meaning of Sec. 111.70(1)(d), Stats.

3. The occupant of the position of Building Inspector is a municipal employe within the meaning of Sec. 111.70(1)(i), Stats. and appropriately included in the bargaining unit represented by the Union.

Based upon the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes and issues the following

ORDER CLARIFYING BARGAINING UNIT 2/

The position of Building Inspector is included in the bargaining unit described in Finding of Fact 2.

Given under our hands and seal at the City of
Madison, Wisconsin this 25th day of March,
1994.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By A. Henry Hempe /s/
A. Henry Hempe, Chairperson

Herman Torosian /s/
Herman Torosian, Commissioner

William K. Strycker /s/
William K. Strycker, Commissioner

1/ See footnote on pages 6 and 7.

1/ Pursuant to Sec. 227.48(2), Stats., the Commission hereby notifies the parties that a petition for rehearing may be filed with the Commission by following the procedures set forth in Sec. 227.49 and that a petition for judicial review naming the Commission as Respondent, may be filed by following the procedures set forth in Sec. 227.53, Stats.

227.49 Petitions for rehearing in contested cases. (1) A petition for rehearing shall not be prerequisite for appeal or review. Any person aggrieved by a final order may, within 20 days after service of the order, file a written petition for rehearing which shall specify in detail the grounds for the relief sought and supporting authorities. An agency may order a rehearing on its own motion within 20 days after service of a final order. This subsection does not apply to s. 17.025(3)(e). No agency is required to conduct more than one rehearing based on a petition for rehearing filed under this subsection in any contested case.

227.53 Parties and proceedings for review. (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.52 shall be entitled to judicial review thereof as provided in this chapter.

(a) Proceedings for review shall be instituted by serving a petition therefore personally or by certified mail upon the agency or one of its officials, and filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Unless a rehearing is requested under s. 227.49, petitions for review under this paragraph shall be served and filed within 30 days after the service of the decision of the agency upon all parties under s. 227.48. If a rehearing is requested under s. 227.49, any party desiring judicial review shall serve and file a petition for review within 30 days after service of the order finally disposing of the application for rehearing, or within 30 days after the final disposition by operation of law of any such application for rehearing. The 30-day period for serving and filing a petition under this paragraph commences on the day after personal service or mailing of the decision by the agency. If the petitioner is a resident, the proceedings shall be held in the circuit court for the county where the petitioner resides, except that if the petitioner is an agency, the proceedings shall be in the circuit court for the county where the respondent resides and except as provided in ss. 77.59(6)(b), 182.70(6) and 182.71(5)(g). The proceedings shall be in the circuit court for Dane county if the petitioner is a nonresident. If all parties stipulate and the court to which the parties desire to transfer the proceedings agrees, the proceedings may be held in the county designated by the parties. If 2 or more petitions for review of the same decision are filed in different counties, the circuit judge for the county in which a petition for review of the decision was first filed shall determine the venue for judicial review of the decision, and shall order transfer or consolidation where appropriate.

(footnote continued on Page 7.)

1/ (footnote continued from Page 6.

(b) The petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified.

. . . .

(c) Copies of the petition shall be served, personally or by certified mail, or, when service is timely admitted in writing, by first class mail, not later than 30 days after the institution of the proceeding, upon all parties who appeared before the agency in the proceeding in which the order sought to be reviewed was made.

Note: For purposes of the above-noted statutory time-limits, the date of Commission service of this decision is the date it is placed in the mail (in this case the date appearing immediately above the signatures); the date of filing of a rehearing petition is the date of actual receipt by the Commission; and the service date of a judicial review petition is the date of actual receipt by the Court and placement in the mail to the Commission.

TOWN OF MADISON

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER CLARIFYING BARGAINING UNIT

BACKGROUND

The only question before the Commission is the status of the Town's Building Inspector. The position was created in 1992 after the Town's Director of Public Works retired and the Town elected not to fill the vacant position of Deputy Building Inspector. The Deputy Building Inspector had been included in the bargaining unit set forth in Finding of Fact 2 until he was terminated. The Building Inspection position has been occupied by Matthew Wenzel since his hire in January of 1993.

POSITIONS OF THE PARTIES

Town

The Town argues the Building Inspector is not a municipal employe but rather a managerial employe. The Town maintains that if the Commission determines that the Building Inspector is not managerial, then he is a craft employe and should be permitted to vote upon whether or not he wishes to be included in a unit of non-craft employes.

To support its argument that he is a managerial employe, the Town argues that the Building Inspector has the authority to approve or to stop construction projects, subject only to very general review by the Town Board. It stresses that the Building Inspector is involved in determining whether services are to be provided by employes or independent contractors; in formulating and establishing the budget for his department; in defining enforcement policy for the Town, and allocating personnel resources to achieve the goals of the building inspection function provided by the Town. It asserts the Building Inspector has significant policy development responsibilities with respect to codes and standards to be adopted by the Town. In the Town's view, every time the Inspector inspects a project, he is setting policy as to the Town's interpretation of various commercial and residential codes adopted by the State of Wisconsin. It notes that he staffs the Town's policy committees on housing and commercial issues and serves as the Town's agent for restaurant and tavern licensure. The Town argues that the position necessarily prioritizes public services among competing demands for limited time, thus establishing the Building Inspector's authority to determine the type and level of services to be provided. It stresses that Wenzel has substantial input into the shape and nature of the budget for his inspection and public works maintenance functions. Pointing to the Building Inspector's input in the decision to stop employing an independent janitorial service and to hire a part-time Town employe instead, the Town argues that the Building Inspector can determine the type and number of

employees to be utilized to deliver services. It stresses that Wenzel has been involved in decisions related to repairing a roof and purchasing new heater units. This, it suggests, establishes that he has authority to determine the kind of capital improvements which are to be made.

Although it does not claim that Wenzel is a supervisory employe, the Town notes his supervisory authority to support a finding of managerial status. It asserts that the Building Inspector has the authority to effectively recommend the hiring and firing of other employes, in this case the part-time janitor which the Town will hire. It alleges that the Building Inspector will be involved in performance reviews of the other building inspectors and the janitor. It claims that he is expected to supervise the other Town inspectors. It stresses that this supervisory authority, in addition to the managerial authority already discussed, is further rationale for excluding the position from the bargaining unit.

Even if the Building Inspector is a municipal employe, in the Town's view, the position is a craft position. While admitting that the occupant Wenzel does not possess a journeyman's license, the Town asserts that he possesses the equivalent experience to journey level status. To support this contention, the Town claims that the job description demonstrates that such skills are a requirement for the position. Because the position description requires the Inspector to be State-certified and knowledgeable in a number of construction areas, the Building Inspector must display a thorough knowledge of all of the trades. Because he reviews work performed by journey level trade employes, the Town maintains that he possesses at least the same knowledge as a journeyman. The Town also stresses that Wenzel's personal skill and experience rise to the level of that required by a journeyman because he was licensed as a general contractor in Florida and there is no aspect of construction with which he is unfamiliar. This experience, it asserts, is the substantive equivalent of journeyman experience.

The Town claims the Union's arguments consist of mere assertions unsupported by the evidence adduced at hearing. According to the Town, these arguments are little more than a recitation of the Union's view of the applicable legal standards with no factual support. The Town requests the Commission to dismiss the petition, having found that the Building Inspector is not a municipal employe. If the Commission determines that the Building Inspector is not a managerial employe, the Commission should order an election to allow the Building Inspector to vote separately as a craft employe on the question of representation.

Union

The Union alleges that any managerial and/or supervisory responsibilities of the Building Inspector are at most de minimis. By reviewing the transcript and the Building Inspector's job description, the Union argues that Wenzel testified that he spent his work time in the following manner:

- 30% Enforcement of Building, H.V.A.C., Residential and Commercial Property Maintenance Codes.
- 25% Meets with developers, builders, and general public relative to building regulations.
- 10-15% Receives and investigates complaints regarding various state, county, and local code violations.
- 10% Reviews plans and specification for building code compliance.
- 10% Oversees the maintenance of Town buildings and grounds.
- 5% Prepares and maintains records required for submission to federal, state and local agencies.
- 5% Consults with property owner, builders, architects and engineers regarding code applications and interpretations.
- 5% Assists in any other projects as directed by the Town Board.

In the Union view, none of these responsibilities entails managerial and/or supervisory indicia. Moreover, according to the Union, very few, if any, major changes have been made in the basic routine or core responsibilities of the Building Inspector from those of his predecessor, the Deputy Building Inspector. The Union stresses that there are the same number of individuals in the Town, including the Director of Public Works, performing the same functions. The only difference is that the position is no longer included in the bargaining unit.

The Union claims that the Town is overemphasizing the role of the Building Inspector as to his managerial and supervisory authority while underemphasizing the role of his supervisor, the Director of Public Works. With respect to the allegation that he is a managerial employe, in the Union's opinion, the Building Inspector is neither a high-level Town official nor do his decisions determine or significantly impact policy decisions. It notes that the budgetary involvement of the Building Inspector does not rise to a managerial level. Moreover, with respect to the alleged authority of the Building Inspector, the Union points out that building inspection in general is highly regulated by the State of Wisconsin.

With respect to the allegation that the Building Inspector is a craft employe, the Union stresses that the training and experience set forth in the job description make it evident that the training and experience standards do not meet or exceed the levels required of "craft" employes. Stressing that there is no substantial period of apprenticeship or comparable training required for the Building Inspector position, the Union argues that he should be included in the collective bargaining unit as a municipal employe.

The Union suggests that the Building Inspector does not have the authority to commit the Town's resources because the Director of Public Works

is not merely rubber stamping his recommendation and neither is the Town Board. Building code inspection is not a managerial function. The discretion exercised in code enforcement as to whether or not to refer a case to prosecution is not the same discretion as is involved in committing the employer's resources. The Union concedes that the position of Building Inspector is a responsible position, as is any inspection position. However, food and drug and health inspectors are not managerial employes simply because of their exercise of their inspection functions and neither is the Building Inspector.

The primary purpose of the position continues to be to inspect buildings. Removing the Building Inspector from the unit, according to the Union, is improper under the circumstances.

DISCUSSION

Managerial Status

In determining whether a position has managerial status, so as to exclude its occupant from the definition of "municipal employe" set forth in Sec. 111.70(1)(i) Stats., the Commission considers the degree to which an individual participates in the formulation, determination and implementation of management policy and/or possesses the authority to commit the employer's resources, either by playing a significant role in the creation of a budget or by allocating funds for differing program purposes within a budget. 3/ The participation in the formulation, determination and implementation of policy which the Commission requires must be "...at a relatively high level of responsibility" for a position to qualify as managerial. 4/ For the employe to be managerial based upon his/her ability to allocate the employer's resources, the employe's activities must significantly affect the nature and direction of the employer's operations. 5/

Where the claim of managerial status is premised upon the employe's involvement with budget preparation, the Commission has interpreted the power "to commit the employer's resources" to mean the authority to establish an original budget or to allocate funds for differing program purposes from such an original budget. 6/ Mere preparation of a budget, per se, does not establish effective authority to commit the employer's resources. 7/ The Commission will not confer managerial status upon an employe whose budget preparation activity is routine or ministerial 8/ or consisting primarily of

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- 2/ Village of Jackson, Dec. No. 25098 (WERC,1/88); Kewaunee County, Dec. No. 13185-D (WERC, 1/86) aff'd in Kewaunee County V. WERC, 141 Wis.2d 347 (1987).
 - 3/ Ibid., see also Jackson County, Dec. No. 17828-B (WERC, 10/86) and City of Mauston, Dec. No 21424-E (WERC,11/93).
 - 4/ City of Mauston, supra at p. 11.
 - 5/ Jackson County, supra, at p. 6; Manitowoc County, Dec. No. 20847 (WERC, 7/83); see also Eau Claire County et al. v. WERC. et al., 122 Wis.2d 363 (1984).
 - 6/ Jackson County, supra; City of LaCrosse, Nos. 27361 and 7833-C (WERC, 1/94) at p. 30.
 - 7/ City of Mauston, supra; Village of Jackson, supra; Portage County, Dec.

projecting the cost of implementing the policy decisions of another. 9/ To be considered managerial, these duties must involve the authority to allocate resources in a manner which significantly affects the nature and direction of the employer's operations, which includes authority to determine the kind and level of services to be provided, the kind and number of employes to be utilized to provide services, the kind and number of capital improvements to be made; and the systems by which the services will be provided. 10/

A review of the record convinces us that the Building Inspector is not a managerial employe. His budget responsibilities are primarily ministerial in nature. The bulk of the budget is salaries over which the Building Inspector has no control. Other items are minor in comparison and based upon a baseline established through prior years experience. The initial budget formulation is a relatively routine task consisting of projecting last year's budget forward. Once formulated the budget goes to the Town Manager and the Town Board which has and does exercise meaningful review. The Building Inspector's budget role lacks the requisite significant effect on the nature and direction of Town operations.

The Town argues that the Building Inspector sits on various committees that have to do with housing, environment, planning, commercial and community development and that in this role he significantly affects the formulation and development of the Town's policies at a high level. Despite the importance of Wenzel's participation on these committees, we are persuaded that the Building Inspector's role is primarily one of providing practical and technical expertise to the Town rather than allocating the Town's resources determining policy in a manner which significantly affects the nature and direction of the Town's operation.

No. 6478-C (WERC, 10/87).

8/ Jackson County, supra; Waupaca County, Dec. No. 20854-C (WERC, 9/85); and Shawano County (Maple Lane Health Care Facility), Dec. No. 7197-A (WERC, 10/84).

9/ City of LaCrosse, supra; Nicolet Area Technical College, Dec. No. 23366-C (WERC, 3/93).

The Town also contends that every time the Building Inspector decides to focus on investigating residential code violations rather than investigating commercial code complaints, he is significantly affecting the nature and direction of the Town's operation. We disagree. This type of decision-making simply does not rise to the level sufficient to establish managerial status.

The Town also points to the Building Inspector's role in recommending capital improvements to its facilities. Again, it appears that the Town Manager and the Town Board are relying upon the expertise of the Building Inspector in making determinations as to whether it is necessary to replace the roof, for example, or the heating equipment. The Building Inspector's role in such determinations is not an exercise of managerial discretion or authority.

The Building Inspector participated in the Town's decision to replace its independently contracted-for janitorial service with a part-time janitorial employee. However, his participation does not establish the relatively high level of responsibility necessary to qualify as a managerial employee. We note that the idea for the change did not originate with Wenzel, and he did not make a specific recommendation as to the change.

The Town has also argued that Wenzel will assume supervisory responsibilities which support his exclusion as a managerial employee. Assuming arguendo that the cited responsibilities are relevant for a managerial determination, said responsibilities are sufficiently speculative so as to make consideration thereof premature. 11/

Based upon all of the foregoing, we find that the Building Inspector is not a managerial employee.

Craft Status

Section 111.70(1)(d), Stats., defines a craft employe as follows:

(d) "Craft employe" means a skilled journeyman craftsman, including his apprentices and helpers, but shall not include employes not in direct line of progression in the craft.

To be found to be a "craft" employe within the meaning of Sec. 111.70(1)(d), Stats., the individual must have a substantial period of apprenticeship or comparable training. Employes will be considered to be engaged in a single craft when they are a distinct and homogeneous group of skilled journeyman craftsmen working as such together with their apprentices and/or helpers. 12/ The Commission has also recognized an experience

10/ City of Cudahy, Dec. No. 26680 (WERC, 11/90); Wood County, Dec. No. 13760 (WERC, 6/75).

11/ Adams County, Dec. Nos. 27093 and 27094 (WERC, 11/91); Dane County, Dec. No. 16946 (WERC, 4/79).

equivalent where it is clearly demonstrated to exist. 13/ Building Inspectors have not been found to be craft employes despite extensive experience in the construction industry where the job does not require journeyman status as a prerequisite. 14/

12/ Ibid., Green Bay School District, Dec. No. 23263-A (WERC, 8/86).

13/ LaCrosse County, Dec. Nos. 27361-A and Nos. 7833-C (WERC, 1/94).

Here, the job description of the Building Inspector does not require journeyman status in a craft as a prerequisite. Although Wenzel possesses extensive construction industry experience, like the building inspectors in LaCrosse County, he does not possess journeyman status in any one craft. He has not spent, nor has the Town required, a substantial period of apprenticeship or comparable training in a single craft. 15/ Accordingly, Wenzel is not a "craft employe" within the meaning of Sec. 111.70(1)(d), Stats.

Conclusion

Given the foregoing, we conclude Wenzel is a municipal employe and it is appropriate to include him in the bargaining unit.

Dated at Madison, Wisconsin this 25th day of March, 1994.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By A. Henry Hempe /s/
A. Henry Hempe, Chairperson

Herman Torosian /s/
Herman Torosian, Commissioner

William K. Strycker /s/
William K. Strycker, Commissioner

14/ LaCrosse County, supra at p. 31.