



DOOR COUNTY

Resolution No. 2014-73

APPROVAL OF AGREEMENT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR DIGITAL ORTHOPHOTOGRAPHY SERVICES

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
	20	0	1

BOARD ACTION

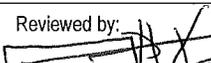
Vote Required: Majority Vote of Total Membership

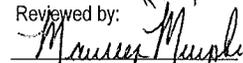
Motion to Approve Adopted

1st Enigl Defeated

2nd Moeller

Yes: 20 No: 0 Exc: 1

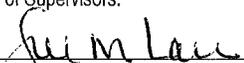
Reviewed by:  , Corp. Counsel

Reviewed by:  Administrator

FISCAL IMPACT: Pictometry costs are budgeted on an annual basis. These costs are covered by LIO funding. 2015 budgeted costs/funding is \$15,376. No other fiscal implication. sms

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of August, 2014 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Rule No. 34 of the Rules of Order provides, in pertinent
2 part, that "...no Committee of the County Board shall enter into any
3 contract for a period in excess of three (3) years without prior approval of
4 the County Board..."; and

5
6 **WHEREAS**, The Information Systems Committee has considered
7 and approved the Agreement (incorporated herein by reference as if set
8 forth in full) with Pictometry International Corporation, 100 Town Centre
9 Drive, Suite A, Rochester, NY 14623, for digital orthophotography
10 services; and

11
12 **WHEREAS**, Digital mapping and data development activities, such
13 as those contemplated here, are consistent with, further, and are integral
14 to Door County's land information program and county-wide plan for land
15 records modernization; and

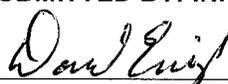
16
17 **WHEREAS**, It is deemed advantageous and suitable for Door
18 County to enter into the Agreement.

19
20 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
21 Board of Supervisors does hereby approve the Agreement.

22
23 **BE IT FURTHER RESOLVED**, That the Land Information Office,
24 subject to the oversight of the Information Systems Committee, shall
25 administer the Agreement.

26
27
28

SUBMITTED BY: INFORMATION SYSTEMS COMMITTEE

 _____ David Enigl, Chairman	 _____ Ben Meyer
 _____ Richard Haines	 _____ Mark Moeller
 _____ Jon Koch	 _____ Don Sitte
 _____ David Lienau	

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 DOOR COUNTY, WI ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
421 Nebraska St.	100 Town Centre Drive, Suite A
Sturgeon Bay, Wisconsin 54235	Rochester, NY 14623
Attn: Tom Haight, GIS Coordinator	Attn: Contract Administration
Phone: (920)-746-2391 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities,

fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
DOOR COUNTY, WI	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C158447

BILL TO
Door County, WI
Tom Haight, GIS Coordinator
421 Nebraska St.
Sturgeon Bay, Wisconsin 54235
(920)-746-2391
thaight@co.door.wi.us

SHIP TO
Door County, WI
Tom Haight, GIS Coordinator
421 Nebraska St.
Sturgeon Bay, Wisconsin 54235
(920)-746-2391
thaight@co.door.wi.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116733	DLars	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
633	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$63.75 (15%)	\$40,353.75
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$595.00	\$505.75 (15%)	\$5,563.25
633	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$316.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
633	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
SUBTOTAL - FIRST PROJECT					\$46,432.50

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
633	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$71.25 (5%)	\$45,101.25

633	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$6,330.00
633	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$316.50
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$51,946.75

Thank you for choosing Pictometry as your service provider.	TOTAL	\$98,379.25
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$5,868.50
Due at Initial Shipment of Imagery	\$17,605.50
Due at First Anniversary of Shipment of Imagery	\$22,958.50
Total Payments	\$46,432.50

SECOND PROJECT

Due at Initial Shipment of Imagery	\$29,396.12
Due at First Anniversary of Shipment of Imagery	\$22,550.63
Total Payments	\$51,946.75

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Ortho Tile Projection: Custom – Door County Coordinate
Ortho Tile Format: JPG
Units: Feet
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: Custom – Door County Coordinate
Ortho Tile Format: JPG

Units: Feet
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: Custom – Door County Coordinate
Ortho Tile Format: JPG
Units: Feet
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. **Software – Use of Pictometry Change Analysis™** – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE
LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

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[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Wisconsin, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Wisconsin in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

2. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

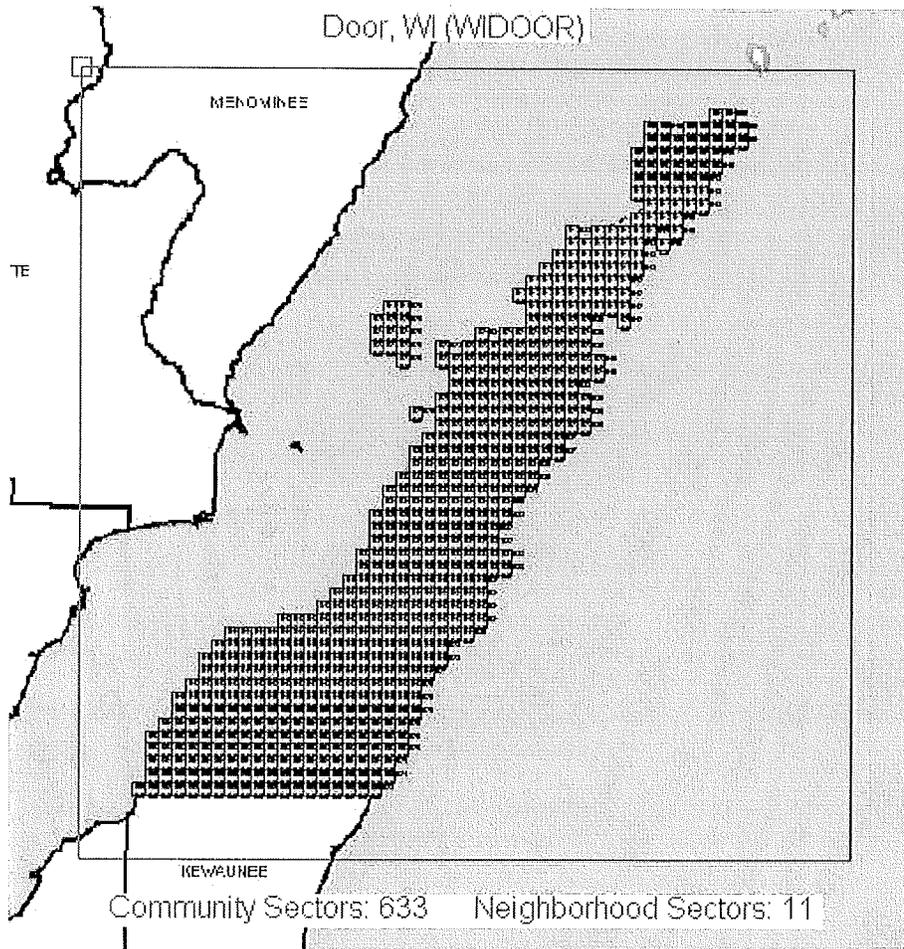
a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second Project;

b. This Agreement shall remain in full force and effect, however commencement of the Second Project shall be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP





DOOR COUNTY

Resolution No. 2014-74
TRANSFER OF NON-BUDGETED FUNDS
JUSTICE CENTER COMPUTER ROOM AIR CONDITIONING --
2nd UNIT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
	20	0	1

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

6
7 **WHEREAS**, The County Board adopted the 2014 Capital
8 Improvement Project (CIP) to install a precision cooling system for the Door
9 County Justice Center computer equipment. This cooling system is critical
10 to the computer equipment that operates the 911 call center; and

11
12 **WHEREAS**, The cooling system approved with the adoption of the
13 2014 Capital Improvement Project (CIP) has been installed and will not be
14 sufficient for the current and future needs of the Main Distribution Frame
15 (MDF) room at the Justice Center. It has been recommended to install a
16 2nd precision cooling system to support the \$3.5 million of capital asset
17 investments housed in the MDF room. This unit will serve to balance the
18 cooling load and act as a back-up the existing unit. The Property
19 Committee approved the installation of the 2nd unit and moved it forward to
20 the Finance Committee for the \$76,053 funding that is needed; and

21
22 **WHEREAS**, The Finance Committee is recommending that an amount
23 not to exceed \$76,053 be transferred from the contingency expense
24 100.06.1161.59103 to the CIP Maintenance line 401.51.7190.69901.00037
25 to cover the installation of the 2nd cooling system.

26
27 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
28 of Supervisors does hereby approve an amount not to exceed \$76,053 be
29 transferred from the contingency expense 100.06.1161.59103 to the CIP
30 Maintenance line 401.51.7190.69901.00037 to cover the additional costs.

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted

1st Lienau Defeated

2nd Sitte

Yes: 20 No: 0 Exc: 1

Reviewed by: [Signature] Corp. Counsel

Reviewed by: Maura Murphy, Administrator

FISCAL IMPACT: The fiscal impact would be a reduction to the contingency expense 100.06.1161.59103 by the amount as stated leaving a balance of \$160,330.51. No further fiscal implication is anticipated. Sms

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of August, 2014 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

SUBMITTED BY:
Finance Committee

[Signature] David Lienau, Chairman [Signature] Mark Moeller

[Signature] Charles Brann [Signature] Kathy Schultz

[Signature] David Enigl [Signature] Leo Zipperer

[Signature] Joel Gunnlaugsson



DOOR COUNTY

Resolution No. 2014-75

**APPOINTMENTS TO COMMITTEES,
COMMISSIONS AND BOARDS**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
MEYER	/		
MOELLER			
NEINAS			
O'CONNOR			
RUNQUIST			
SCHULTZ			
SITTE			
VIRLEE			
ZIPPERER			

Majority Vote

1
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16

WHEREAS, The Rules of Order confers the power to appoint the members of certain committees upon the Chairperson of the County Board, subject to the confirmation of the County Board; and

WHEREAS, The appointments set forth on Exhibit A, attached hereto and incorporated herein by reference, is submitted for County Board confirmation.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby confirms the proposed appointment to boards, commissions, and committees as set forth in Exhibit A.

SUBMITTED BY:

Daniel R. Austad

Daniel R. Austad, Chairman
Door County Board of Supervisors

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Moeller Defeated

2nd Sitte

Yes: _____ No: _____ Exc: _____

Reviewed by:

~~_____~~, Corp. Counsel

Reviewed by:

Maurice Murphy, Administrator

FISCAL IMPACT: There is no fiscal implication with the adoption of this resolution.

sms

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of August, 2014 by the Door County Board of Supervisors.

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

Recommended Appointment to Committees, Commissions and Boards

COMMUNICATIONS ADVISORY TECHNICAL SUBCOMMITTEE (CATS)

(County Board Chairman Appointment)

1. Howard (Howie) Hathaway
(filling the position held by Ken Meyer)

~~~~~

**BACKGROUND INFORMATION ON NEW COMMITTEE, COMMISSION AND BOARD MEMBER:**

**COMMUNICATIONS ADVISORY TECHNICAL SUBCOMMITTEE (CATS)**

**New Member – Howard (Howie) Hathaway**

Howard (Howie) Hathaway  
1757 Michigan Street  
Sturgeon Bay, WI 54235  
Home: 746-1656  
Cell: 370-1565

Door County Amateur Radio Club

- Club President
- Repeater Trustee

Door County Ares/Races Member

Amateur Radio Operator – K9HAH

Email: K9HAH.WI@gmail.com



**DOOR COUNTY**

| ROLL CALL Board Members | Aye | Nay | Exc. |
|-------------------------|-----|-----|------|
| AUSTAD                  | X   |     |      |
| BRANN                   | X   |     |      |
| BUR                     | X   |     |      |
| ENGLEBERT               | X   |     |      |
| ENIGL                   | X   |     |      |
| FISHER                  | X   |     |      |
| GUNNLAUGSSON            | X   |     |      |
| HAINES                  | X   |     |      |
| HALSTEAD                | X   |     |      |
| KOCH                    | X   |     |      |
| KOHOUT                  | X   |     |      |
| LIENAU                  | X   |     |      |
| MEYER                   | X   |     |      |
| MOELLER                 | X   |     |      |
| NEINAS                  | X   |     |      |
| O'CONNOR                | X   |     |      |
| RUNQUIST                |     |     | X    |
| SCHULTZ                 | X   |     |      |
| SITTE                   | X   |     |      |
| VIRLEE                  | X   |     |      |
| ZIPPERER                | X   |     |      |
|                         | 20  | 0   | 1    |

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Lienau Defeated

2nd Gunnlaugsson

Yes: 20 No: 0 Exc: 1

Reviewed by:

*[Signature]* Corp. Counsel

Reviewed by:

*Maurice Murphy* Administrator

**FISCAL IMPACT:** The fiscal implications are as noted on the attachment. The ADRC re-class position will be offset with grant dollars & \$2,346 of tax levy. Public Health Nurse position will be offset with grant dollars & \$5,973 in tax levy. The ADRC 2 new positions will be grant supported while the Children & Family Social Worker is tax levy. Information Systems new position would be tax levy. The aforementioned would be part of the levy cap with a total effect on the tax levy of \$120,536. The 6 new positions for Emergency Services will be tax levy & are exempt from the levy cap but will have an effect on the tax rate per thousand. That amount is \$540,864. Approved positions would then become part of the 2015 (additions to) budget. sms

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of August, 2014 by the Door County Board of Supervisors.

*Jill M. Lau*  
Jill M. Lau  
County Clerk, Door County

**Resolution No. 2014-76**

**New Position Requests for 2015**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, The process requires that a Joint Meeting be held with the Finance and Administrative  
2 Committee to review and recommend action by the County Board on all new regular or part time  
3 positions; and

4  
5 WHEREAS, The Committees met, conferred with department heads, oversight committee  
6 chairpersons, Human Resources Director, and County Administrator, considered the personnel  
7 requests made and submits the following recommendation to the County Board:

8 The following personnel requests are recommended for approval:

9  
10 **Increase in Hours**  
11 **Dept. & Position**  
12 **Public Health**  
13 Public Health Nurse .8 (1-day/wk)

14  
15 **Reclassification**  
16 **Human Services**  
17 Office Asst. to Administrative Asst. III Range 18 to 17

18  
19 **New Position Requests**  
20 **Human Services**  
21 ADRC-PT Office Asst. .4 part time  
22 ADRC-Information & Assistant Specialist .70 part time  
23 Social Worker – Child & Fam. 1.0 full time

24  
25 **Emergency Services**  
26 Paramedics 6.0 full time

27  
28 **Information Systems**  
29 Administrative Asst. II .63 part time

30 See attached for fiscal impact.

31  
32  
33 **NOW, THEREFORE, BE IT RESOLVED,** That the Door County Board of Supervisors does hereby  
34 approve the above action on the increase of hours to position in Public Health; Human Services  
35 Department reclassification and new positions for Human Services, Emergency Services and  
36 Information Systems Departments.  
37

SUBMITTED BY: ADMINISTRATIVE COMMITTEE & FINANCE COMMITTEE

*[Signature]*  
Daniel Austad,  
Administrative Committee Chair

*[Signature]*  
David Lienau,  
Finance Committee Chair

*[Signature]*  
David Lienau

*[Signature]*  
Charles Brann

*[Signature]*  
Roy Englebert

*[Signature]*  
David Enigl

*[Signature]*  
Ken Fisher

*[Signature]*  
Joel Gunnlaugsson

*[Signature]*  
John Neinas

*[Signature]*  
Mark Moeller

*[Signature]*  
Richard Virlee

*[Signature]*  
Kathy Schultz

*[Signature]*  
Leo Zipperer

*[Signature]*  
Leo Zipperer

**New Positions, Reclass, and Change in Hours 2015 Budget  
Fiscal Impacts -- Funding Sources**

| <u>Dept.</u>      | <u>Position - Levy Cap</u>                   |               | <u>Fiscal Impact</u> | <u>Funding Sources</u> |                   |  |
|-------------------|----------------------------------------------|---------------|----------------------|------------------------|-------------------|--|
|                   |                                              |               |                      | <u>Grant Funding</u>   | <u>Tax Levy</u>   |  |
|                   | <b><u>Increase in Hours</u></b>              |               |                      |                        |                   |  |
| Public Health     | Public Health Nurse                          | .8 (1 day)    | \$ 11,946            | \$ 5,973               | \$ 5,973          |  |
|                   | <b><u>Reclass</u></b>                        |               |                      |                        |                   |  |
| Human Services    | Office Assist. to Admin.<br>Assist. III-ADRC |               | \$ 4,692             | \$ 2,346               | \$ 2,346          |  |
|                   | <b><u>New Positions</u></b>                  |               |                      |                        |                   |  |
| Human Services    | PT Office Assistant                          | .4 part time  | \$ 12,752            | \$ 12,752              | \$ -              |  |
|                   | I & A Specialist                             | .70 part time | \$ 43,293            | \$ 43,293              | \$ -              |  |
|                   | Social Worker-Children &<br>Family           | 1.0 full time | \$ 70,151            | \$ -                   | \$ 70,230         |  |
| Information Syst. | PT Admin Asst. II                            | .63 part time | \$ 41,987            | \$ -                   | \$ 41,987         |  |
|                   |                                              |               | <u>\$ 184,821</u>    | <u>\$ 64,364</u>       | <u>\$ 120,536</u> |  |
|                   | <b><u>Positions Exempt from Levy Cap</u></b> |               |                      |                        |                   |  |
| Emergency Serv    | Paramedics (6)                               | 6.0 full time | \$ 540,864           | \$ -                   | \$ 540,864        |  |
|                   | Grand Total All                              |               | <u>\$ 725,685</u>    | <u>\$ 64,364</u>       | <u>\$ 661,400</u> |  |

New Positions, Reclass, Change in Hours 2015 Budget  
Fiscal Impact-Funding  
sms



**DOOR COUNTY**

**Resolution No. 2014-77**  
**Amendment of § 2.5 D. Crisis Premium**  
**Door County Administrative Manual and**  
**Related §65.90(5), Wis. Stats. Transfer of Funds**

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

| ROLL CALL<br>Board Members | Aye | Nay | Exc. |
|----------------------------|-----|-----|------|
| AUSTAD                     | ✓   |     |      |
| BRANN                      | ✓   |     |      |
| BUR                        | ✓   |     |      |
| ENGLEBERT                  | ✓   |     |      |
| ENIGL                      | ✓   |     |      |
| FISHER                     | ✓   |     |      |
| GUNNLAUGSSON               | ✓   |     |      |
| HAINES                     | ✓   |     |      |
| HALSTEAD                   | ✓   |     |      |
| KOCH                       | ✓   |     |      |
| KOHOUT                     | ✓   |     |      |
| LIENAU                     | ✓   |     |      |
| MEYER                      | ✓   |     |      |
| MOELLER                    | ✓   |     |      |
| NEINAS                     | ✓   |     |      |
| O'CONNOR                   | ✓   |     |      |
| RUNQUIST                   |     |     | ✓    |
| SCHULTZ                    | ✓   |     |      |
| SITTE                      | ✓   |     |      |
| VIRLEE                     | ✓   |     |      |
| ZIPPERER                   | ✓   |     |      |
|                            | 20  | 0   | 1    |

**BOARD ACTION**

Vote Required: Two Thirds of Entire Membership

Motion to Approve: \_\_\_\_\_ Adopted  Defeated

1st Lienau 2nd Enigl

Yes: 20 No: 0 Exc: 1

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

Reviewed by: Maurice Murphy Administrator

**FISCAL IMPACT:** The fiscal impact is a reduction to the 2014 payroll contingency line item of \$24,400 which will leave a balance of \$172,899.73. sms

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 28th day of August, 2014 by the Door County Board of Supervisors.

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

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**WHEREAS**, The *Door County Employee Handbook* and *Door County Administrative Manual* were each approved by the County Board's adoption of resolution No. 2013-69 on October 22, 2013, and have been in full force and effect from and after January 1, 2014; and

**WHEREAS**, The Administrative Committee has reviewed and is recommending amendments to the *Door County Employee Handbook* and *Door County Administrative Manual*. This includes amendment of § 2.5 D. Crisis Premium of the *Door County Administrative Manual* as follows:

**Crisis Premium**

FLSA exempt employees within the Department of Human Services will receive ~~fifty (\$50.00) per week-day (Monday-Friday), seventy-five dollars (\$75.00) per weekend-day (Saturday and Sunday), or ninety dollars (\$90.00) per paid holiday (i.e., any holiday recognized in the Employee Handbook)~~, one hundred dollars (\$100.00) per day when designated to be on call (for crises) and required to carry a pager or a cellular phone for a full (24-hour) day. Only two employees shall be on call per day.

The Administrative Committee's recommendation is that this amendment be in full force and effect from and after September 1, 2014. Funds were not appropriated for this purpose in the Department of Human Services 2014 budget.

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

**WHEREAS**, The Finance Committee is recommending transfer of \$24,400 from the Payroll Contingency account 100.06.1161.59101 to Human Services On Call account 240.47.3900.51117.

**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does hereby approve the proposed amendment of § 2.5 D. Crisis Premium - *Door County Administrative Manual* as set out supra and transfer of \$24,400 from the Payroll Contingency account 100.06.1161.59101 to Human Services On Call account 240.47.3900.51117.

**SUBMITTED BY: FINANCE COMMITTEE**

David Lienau, Chairman  
Joel Gunnlaugsson  
Kathy Schultz  
Charles Brann  
David Enigl  
Mark Moeller  
Leo Zipperer



Amendatory Resolution –  
Door County Administrative Manual or Employee Handbook

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1       WHEREAS, The *Door County Employee Handbook* and *Door County Administrative Manual* were each approved by  
2 the County Board's adoption of Resolution No. 2013-69 on October 22, 2013, and have been in full force and effect from  
3 and after January 1, 2014.

4  
5       WHEREAS, The Door County Board of Supervisors does hereby amend the *Door County Employee Handbook* or  
6 *Door County Administrative Manual* as follows:

7  
8 ❖ **HANDBOOK AMENDMENTS**

9  
10       **HANDBOOK SEC. XIII PAGE 7 – CLEAN UP OF INTRODUCTORY PERIOD LANGUAGE**

11  
12       **Current:**

13 a) All new non-appointed employees, including former employees who have been rehired must complete an six  
14 month introductory period. This period is a continuation of the selection process and is a time in which the new  
15 employee should demonstrate that s/he is suited for the position. This period is not a guarantee of employment  
16 for six months. If the department head concludes at any time that an employee is not suited for her/his  
17 position, the employee may be terminated, or s/he may continue in an extended introductory period, if  
18 requested by the department head and approved by the Human Resources Director.

19  
20       **Proposed language:** New language (Approved at Administrative Committee 8-19-14)

21 a) All new non-appointed employees, including former employees who have been rehired must complete an  
22 introductory period. This period is a continuation of the selection process and is a time in which the new  
23 employee should demonstrate that s/he is suited for the position. This introductory period is not a guarantee of  
24 employment. If the department head concludes at any time, after consultation with the Human Resources  
25 Director, that an employee is not suited for her/his position, the employee may be terminated, or s/he may  
26 continue in an extended introductory period.

27  
28       **HANDBOOK SEC. XV PAGE 121**

29  
30       2. Holidays Update to section

31 a) All regular full-time and part-time employees who have completed their introductory period will receive a  
32 regular day's pay at their normal hourly rate for paid holidays. Part time will be pro-rated.

33  
34  
35 ❖ **ADMINISTRATIVE MANUAL**

36  
37       2.04 **CREATION AND CLASSIFICATION OF POSITIONS – ADMINISTRATIVE MANUAL**

38  
39       I. **Introductory Period** Update to section

40       The Introductory Period is considered to be six (6) months for non-appointed employees, except for  
41 Highway Department Employees who have a twelve (12) month introductory Period.

42  
43       Once an individual has successfully completed their respective Introductory Period the Department Head  
44 will submit a letter stating such to the Human Resources Department. This item will be placed on the  
45 agenda of both the respective department's oversight committee and the Administrative Committee for  
46 information only.

47  
48       H. **County Property** Addition to section

49       Upon employment and at any time thereafter during an employees' active status, employees may be  
50 issued or provided County property. Employees are required to document receipt of such property with  
51 the Human Resources Department. When additional items are issued, it is the responsibility of the  
52 issuing department to inform Human Resources.

53  
54       A document (copy) of property issued will be given to the employee, the Department Head and the  
55 original retained in the personnel file.

56  
57       Upon separation of employment, an employee is responsible for returning all County property.  
58



Amendatory Resolution –  
Door County Administrative Manual or Employee Handbook

2.05 EMPLOYEE COMPENSATION

Current w/proposed  
Special Pay Crisis Premium -

FLSA exempt employees within the Department of Human Services will receive one hundred dollars (\$100.00) per day ~~fifty dollars (\$50.00) per week-day (Monday – Friday), seventy five dollars (\$75.00) per weekend-day (Saturday and Sunday), or ninety dollars (\$90.00) per paid holiday (i.e., any holiday recognized in the Employee Handbook);~~ when designated to be on call (for crises) and required to carry a pager or a cellular phone for a full (24-hour) day. Only two employees shall be on call per day.

2.10 PAID TIME OFF

Jury Duty Addition to section

General Guidelines: Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed for jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day unless alternative arrangements are authorized by his/her supervisor.

Employees will be compensated their regular wages for each day of jury duty served if scheduled to work, provided that the employee remits all compensation received for such duty (exclusive of travel pay) within three (3) days of receipt thereof.

2.10 PAID TIME OFF

Current w/proposed

Employees who enjoy the benefit of Administrative Leave, as of December 31, 2013, will continue to do so. Those employees who do not enjoy the benefit of Administrative Leave as of, and those employees hired after, December 31, 2013, will not be granted Administrative Leave.

DHS (FLSA Exempt) on-call crisis staff will receive forty (40) hours of Administrative Leave annually on a use-it or lose-it basis.

2.15 EXPENSE REIMBURSEMENT

Under PROCEDURE – Add “or designee” to where it requires approval/submittal/signature of to the Department Head.

2.17 UNPAID LEAVES OF ABSENCE

Leave of Absence Without Pay – Service as an Elected County or State Officer New Policy –  
(approved at Administrative Committee 8-19-14)

This policy is intended to alert you to the parameters within which a leave of absence may be granted under the above circumstance. As these are heavily fact-dependent cases, decided on a case-by-case basis, you are encouraged to begin discussion of this issue with the Human Resources Department as early as is practicable.

A County employee departing a non-elected county position to assume an elective County or state office *may*, upon *prior* application, be entitled to a leave of absence without pay if and to the extent required by § 63.065, Wis. Stats. or a contractual provisions so providing. For purposes here, § 63.065, Wis. Stats. or any contractual provision, is to be strictly and narrowly construed.

Otherwise, the departure of an employee from a non-elected County position for the purpose of assuming an elected County or state office constitutes a voluntary, simultaneous, separation from County employment. In this circumstance, § 2.19, Door County Administrative Manual – Separation of Employment governs.

Upon grant of an unpaid leave of absence or voluntary separation from County employment hereunder, accrued paid leave (e.g., sick leave, PTO, etc.) will be disposed of as set forth in Resolution # 2006-78 - Implementation of Paid Time Off Policy and § 2.10, Door County Administrative Manual.

**FYI:**

63.065 Elected county or state officers. A permanent employee in the classified service of any county having a population of 500,000 or more, who is elected to a county or state office shall be granted a leave of absence without pay from a position for the period of his or her entire service as an elected county or state officer and thereafter shall be entitled to return to the former position or to one with equivalent responsibility and pay in the classified service without loss of seniority.



**DOOR COUNTY**

**Amendatory Resolution –  
Door County Administrative Manual or Employee Handbook**

| ROLL CALL<br>Board Members | Aye       | Nay | Exc. |
|----------------------------|-----------|-----|------|
| AUSTAD                     | X         |     |      |
| BRANN                      | X         |     |      |
| BUR                        | X         |     |      |
| ENGLEBERT                  | X         |     |      |
| ENIGL                      | X         |     |      |
| FISHER                     | X         |     |      |
| GUNNLAUGSSON               | X         |     |      |
| HAINES                     | X         |     |      |
| HALSTEAD                   | X         |     |      |
| KOCH                       | X         |     |      |
| KOHOUT                     | X         |     |      |
| LIENAU                     | X         |     |      |
| MEYER                      | X         |     |      |
| MOELLER                    | abstained |     |      |
| NEINAS                     | X         |     |      |
| O'CONNOR                   | X         |     |      |
| RUNQUIST                   |           |     | X    |
| SCHULTZ                    | X         |     |      |
| SITTE                      | X         |     |      |
| VIRLEE                     | X         |     |      |
| ZIPPERER                   | X         |     |      |
| 1- abstain                 | 19        | 0   | 1    |

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

---

Motion to Approve: Adopted

1st Meyer Defeated

2nd Kohout 1- abstain

Yes: 19 No: 0 Exc: 1

Reviewed by: [Signature], Corp. Counsel

Reviewed by: Maurice Murphy, Administrator

**FISCAL IMPACT:** These additions to the Administrative Manual are clarifications. The language for the introductory period and clarification has been amended. Additions were 3.0 Hours of Work, 2.19 Separation of Employment, 2.17 Unpaid Leaves of Absence, 2.10 Paid Time Off, Jury Duty & Administrative Leave Benefit, 2.15 Expense Reimbursement, 2.05 Employee Compensation, On-Call, 2.04 (I) & (H) Creation and Classification of Positions plus sections of the Handbook related to same. sms

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of August 2014 by the Door County Board of Supervisors.

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

1 **2.19 SEPARATION FROM EMPLOYMENT**

2  
3 **Exit Interview:** New Policy – (approved at Administrative Committee 8-19-14)  
4 Upon voluntary notice of separation of employment from the County the  
5 exiting employee will be provided an Exit Interview form and the opportunity  
6 to discuss their reason for separation with the Human Resources Director or  
7 her/his designee.

8  
9 Information collected during the exit interview process shall, to the extent  
10 allowable, be confidential and will not be used in any way to reflect upon the  
11 exiting employee. Employees are encouraged to be candid and ask any  
12 questions/provide comments they may have. The exit interview is intended  
13 to give the employee a chance to speak freely concerning their reasons for  
14 leaving.

15  
16 Exit Interview process data shall be compiled, summarized, and retained by  
17 the Human Resources Department.

18  
19 Exit Interviews or data compilations will be reported to the Administrative  
20 Committee in the manner and frequency directed by the Administrative  
21 Committee.

22  
23 **3.0 HOURS OF WORK - ADD**

24  
25 **Aging & Disability Resource Center – ADRC & Senior Center**  
26 Normal work week is four (4) ten hour days between Monday through  
27 Friday with a **one** half (1/2) hour lunch. The normal work week is 40 hours  
28 per week.

29  
30 **NOW, THEREFORE, BE IT RESOLVED,** That the proposed amendments to the  
31 Door County Employee Handbook or Door County Administrative Manual, as set forth  
32 above, are hereby approved.

33  
34 **BE IT FURTHER RESOLVED,** That the Door County Employee Handbook and  
35 Door County Administrative Manual shall remain unchanged and shall continue in full  
36 force and effect except as amended by this Amendatory Resolution.

37  
38 **BE IT FINALLY RESOLVED,** This Amendatory Resolution shall be in full force  
39 and effect from and after its adoption by the Door County Board of Supervisors.  
40

**SUBMITTED BY:**  
**ADMINISTRATIVE COMMITTEE**

[Signature] Dan Austad, Chairman  
[Signature] John Neinas  
[Signature] David Lienau  
[Signature] Richard Virlee  
[Signature] Roy Englebert  
[Signature] Leo Zipperer  
[Signature] Ken Fisher