



RESOLUTION TO DESIGNATE THE WEEK OF APRIL 11 -15, 2016 AS WORK ZONE AWARENESS WEEK IN DOOR COUNTY

DOOR COUNTY

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

Neinas
Sitte

1 WHEREAS, National Work Zone Awareness Week is
2 April 11 – 15, 2016; and

3
4 WHEREAS, Construction and maintenance activities on
5 our streets and highways periodically require that work zones
6 be established; and

7
8 WHEREAS, Work zones often require narrowed lanes,
9 lane shifts, temporary pavement, reduced speeds, and
10 evening and overnight work hours; and

11
12 WHEREAS, Work zones also include locations where
13 emergency vehicles, utility vehicles, tow trucks, law
14 enforcement, fire, and EMS services are operating with their
15 lights flashing, requiring motorists to move over or slow
16 down; and

17
18 WHEREAS, Annually, Wisconsin suffers approximately
19 1,600 accidents, 720 injuries, and 8 fatalities per year in work
20 zones on average; and

21
22 NOW, THEREFORE, BE IT RESOLVED, By the Door
23 County Board of Supervisors that it hereby designates the
24 week of April 11 – 15, 2016 as Work Zone Awareness Week
25 in Door County.

26
27 BE IT FURTHER RESOLVED, That publication of this
28 resolution may occur through posting in accordance with
29 Section 985.02 Wisconsin Statutes.

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted Defeated

1st Neinas 2nd Sitte

Yes: X No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: There is no fiscal impact associated with the adoption of this resolution. MEJ

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 22nd day of March, 2016 by the Door County Board of Supervisors.

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

SUBMITTED BY:
HIGHWAY COMMITTEE

John Neinas
John Neinas, Chair

Joel Gunnlaugsson
Joel Gunnlaugsson

Ken Fisher
Ken Fisher

Leo Zipperer
Leo Zipperer

Roy Englebert
Roy Englebert



DOOR COUNTY

**Resolution No. 2016-18
PROCLAMATION**

**TRAVEL & TOURISM WEEK
MAY 1-7, 2016**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

Will Vote

BOARD ACTION

Vote Required: Majority vote of a quorum

Motion to Approve: Adopted

1st Gunnlaugsson Defeated

2nd Schulz

Yes: No: Exc:

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: There is no fiscal impact associated with the adoption of this resolution. MEJ

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 22nd day of March, 2016 by the Door County Board of Supervisors.

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

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Travel matters to the nation's economic prosperity and its image
2 abroad, to business wealth and to individual travelers; and

3
4 **WHEREAS**, Travel to and within the United States provides significant economic
5 benefits for the nation, generating \$2.1 trillion in economic output in 2014, with \$927.9
6 billion spent directly by domestic and international travelers that spurred an additional
7 \$1.2 trillion in other industries; and

8
9 **WHEREAS**, Travel is among the largest private-sector employers in the United
10 States, supporting 15 million jobs in 2014, including 8 million directly in the travel
11 industry and 7.0 million in other industries; and

12
13 **WHEREAS**, Travel spending directly generated tax revenues of \$141.5 billion in
14 2014 for federal, state and local governments, funds used to support essential services
15 and programs; and

16
17 **WHEREAS**, Direct tourism spending totaled \$313.4 million in Door County in
18 2014 and generated \$34 million in state and local tax revenue while supporting 3,029
19 jobs and generating \$66.3 million in employee wages; and

20
21 **WHEREAS**, International travel to the United States is the nation's largest single
22 export industry – greater than the export of business services, machinery, computer and
23 electronic products, motor vehicles and agriculture. Travel generated \$220.8 billion in
24 exports in 2014, creating a trade surplus of \$75.1 billion in favor of the U.S.; and

25
26 **WHEREAS**, Meetings, events and incentive travel are core business functions that
27 help companies strengthen business performance - an average of \$9.50 in increased
28 revenue and \$2.90 in new profits for every dollar spent on corporate travel alone - to
29 align and educate employees and customers, and reward business accomplishments; and

30
31 **WHEREAS**, Leisure travel, which accounts for more than three-quarters of all trips
32 taken in the United States, spurs countless benefits to travelers' creativity, cultural
33 awareness, education, happiness, productivity, relationships and wellness; and

34
35 **WHEREAS**, Travel is a catalyst that moves the county, state and national economy
36 forward.

37
38 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
39 Supervisors does hereby support and promote May 1-7, 2016 as Travel and Tourism
40 Week in Door County, and urges the citizens of Door County to join in this special
41 observance with appropriate events and commemorations.

SUBMITTED BY:

[Signature]
Daniel R. Austad, Chairman
Door County Board of Supervisors



DOOR COUNTY

Resolution No. 2016-19

RESOLUTION OPPOSING THE UW- EXTENSION REORGANIZATION PLAN

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			X
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

1 **WHEREAS**, The process used to develop the UW-Extension Reorganization Plan was flawed,
2 providing inadequate opportunity for meaningful input and consideration of County concerns; and

3
4 **WHEREAS**, The plan, as proposed, jeopardizes the partnership between UW-System and
5 Wisconsin Counties, a partnership built on communication, collaboration and engagement; and

6
7 **WHEREAS**, The current Cooperative Extension system has a proven track record of success
8 for more than 100 years as a single County based model for governance, locally set levy
9 contribution and County determined educational programming priorities under the oversight of a
10 County Agriculture and Extension Education Committee designated by the elected County Board;
11 and

12
13 **WHEREAS**, The reorganization plan imposes a drastic change on rural county extension
14 programs, shifts a greater portion of Extension resources to urban areas, reduces educator
15 positions in rural counties, and adds a new layer of administrative overhead not accountable to
16 county boards; and

17
18 **WHEREAS**, Wisconsin Counties are unlikely to continue the current level of county tax levy
19 support in future years if direct educational services are significantly decreased, thereby making
20 the proposed reorganization plan reckless and financially unsustainable.

21
22 **NOW, THEREFORE, BE IT RESOLVED** That the Door County Board of Supervisors herein
23 assembled, hereby opposes the UW-Cooperative Extension reorganization plan approved by
24 Chancellor Sandeen on February 10, 2016.

25
26 **BE IT FURTHER RESOLVED**, That Door County is not willing to continue providing local tax
27 levy funding at the current level if direct county educator services are decreased as described in
28 the plan while eliminating accountability to the County Agriculture and Extension Education
29 Committee and County Board.

30
31 **BE IT FURTHER RESOLVED**, That Door County welcomes the opportunity to be engaged in a
32 meaningful process of developing a more workable reorganization plan.

33
34 **BE IT FURTHER RESOLVED**, That a copy of this resolution be forwarded to all 72 Wisconsin
35 County Boards/Extension Education Committee Chairs and County Extension Department Heads;
36 the Wisconsin Counties Association; County Executives and Administrators; Governor Walker;
37 President Ray Cross and the Board of Regents; Senator Frank Lasee; Representative Joel
38 Kitchens, Assembly Speaker Voss; and Senate Majority Leader Fitzgerald.

SUBMITTED BY: AGRICULTURE & EXTENSION EDUCATION COMMITTEE

Ray Englebert, Chair

Randy Halstead

John Bur

Don Sitte

John Neinas

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Englebert Defeated

2nd Kok

Yes: _____ No: _____ Exc: _____

Reviewed by:

Reviewed by:

FISCAL IMPACT Door County has budgeted County Tax Levy of \$255,339 for 2016 for the Door County UW Extension Department; adoption of this resolution will not change that. The effect on future years' budgets is unknown at this time. MEJ

Certification:
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Jill M. Lau
County Clerk, Door County



DOOR COUNTY

Resolution No. 2016-20

**COUNTY ROADS & BRIDGES FUND –
TRANSFER OF NON-BUDGETED FUNDS**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BRANN			X
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH			X
KOHOUT	X		
KOK	X		
LIENAU	X		
MOELLER	X		
NEINAS	X		
SCHULTZ	X		
SITTE	X		
SOHNS	X		
VIRLEE	X		
ZIPPERER			X
	18		3

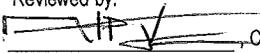
BOARD ACTION
Vote
Required: Two Thirds of Entire Membership

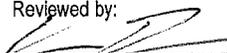
Motion to Approve Adopted

1st Lienau Defeated

2nd Gunnlaugsson

Ye 18 No: 0 Exc: 3

Reviewed by:  Corp. Counsel

Reviewed by:  Administrator

FISCAL IMPACT: The fiscal impact is an increase of \$123,098.55 to the Unassigned Fund Balance in the 2015 General Fund. This would transfer monies according to resolution 2005-61. No other fiscal impact. MEJ

Certification:
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Jill M. Lau
County Clerk, Door County

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

6
7 **WHEREAS**, Appropriations for snow removal (\$539,999.00 -
8 Fund 205, County Roads and Bridges) in the Highway Department's
9 2015 budget exceeded expenditures (\$416,900.45). Consequently,
10 a surplus exists of \$123,098.55; and

11
12 **WHEREAS**, Resolution No. 2005-61, adopted on June 29, 2005,
13 established a practice regarding Fund 205, County Roads and
14 Bridges Specifically, that Fund 205 be reviewed annually and
15 supplemented if expenditures exceed appropriations or excess funds
16 transferred from Fund 205 to Fund 100, Unassigned Fund Balance
17 in General Fund if appropriations exceed expenditures in a given
18 year; and

19
20 **WHEREAS**, The Finance Committee is recommending that the
21 surplus, \$123,098.55, be transferred from County Roads and
22 Bridges, Account 205.33101 to Unassigned Fund Balance in the
23 General Fund, Account 100.33101 consistent with the established
24 practice.

25
26 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
27 Board of Supervisors does hereby approve the transfer of
28 \$123,098.55 from the Door County Roads and Bridges Fund account
29 205.33101 to the General Fund Unassigned Fund Balance account
30 100.33101 for the reasons set forth supra.

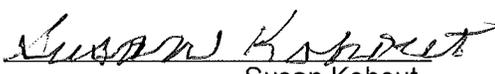
SUBMITTED BY: FINANCE COMMITTEE


David Lienau, Chairman


Kathy Scholtz


Charles Brann


David Enigl


Susan Kohout


Mark Moeller


Leo Zipperer



DOOR COUNTY

Resolution No. 2016-21

**TRANSFER OF NON BUDGETED FUNDS -
DOOR COUNTY HISTORICAL MUSEUM**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			X
BUR			
ENGBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			X
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			X
	18	0	3

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted

1st Lienau Defeated

2nd Moeller

Yes: 18 No: Exc: 3

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The present balance in the Reserve for Museum Expansion Project account is \$514,691.83; if this transfer is approved, the remaining balance would be \$474,691.83. MEJ

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 22nd day of March, 2016 by the Door County Board of Supervisors.

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

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

5
6 **WHEREAS**, In 2013 – Resolution 2013-52, the Historical Museum planned for future
7 projects and set aside \$500,000.00 for the Museum Expansion Project Account #100.32129.
8 Discussions of expansion and costs involved are anticipated to exceed two million dollars. The
9 Museum Committee believes that a strategic plan should be put in place to define the future
10 direction of the Museum; and

11
12 **WHEREAS**, Resolution No. 2016-13 – Transfer of Non-Budgeted Funds – Door County
13 Historical Museum, was adopted on February 23, 2016; and

14
15 **WHEREAS**, It was subsequently determined that the concept of a Limited Term
16 Employee performing the functions contemplated (i.e., strategic plan development and
17 fundraising) is infeasible; and

18
19 **WHEREAS**, The Museum Committee is recommending that a consultant be retained,
20 through a request for proposal ("RFP") process, to develop a strategic plan and fundraising; and

21
22 **WHEREAS**, The Museum Committee is requesting the transfer of \$40,000 from the
23 Reserve for Museum Expansion Project, account #100.32129, to retain a consultant for the
24 purposes stated above; and

25
26 **WHEREAS**, The Finance Committee supports the Museum Committee's request for a
27 transfer of \$40,000 from the Reserve for Museum Expansion Project, account #100.32129, to
28 Museum Consulting Services, account #100.35.5111.52120, to retain a consultant.

29
30 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors
31 does hereby approve the requested transfer of \$40,000 from the Reserve for Museum
32 Expansion Project, account #100.32129, to Museum Consulting Services, account
33 #100.35.5111.52120, to retain a consultant for the above stated purposes.

34
35 **BE IT FURTHER RESOLVED**, That Resolution No. 2016-13, Transfer of Non-Budgeted
36 funds – Door County Historical Museum, shall have no further force or effect.

SUBMITTED BY: Finance Committee

[Signature]
David Lienau, Chairman

[Signature]
Kathy Schultz

[Signature]
Charles Brann

[Signature]
David Enigl

[Signature]
Susan Kohout

[Signature]
Mark Moeller

[Signature]
Leo Zipperer



DOOR COUNTY

Resolution No. 2016-22

**NON-COMMERCIAL HANGAR SITE LEASE AGREEMENT
DAN'S FISH, INC. – BUILDING NO. 54**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

VOICE VOTE

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Virlee Defeated

2nd Fisher

Yes _____ No _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: The fiscal impact would be the certainty of revenues for a given period of time. Lease revenues to be recorded in the year of service.
MEJ

Certification:

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

1 **WHEREAS**, Dan's Fish, Inc. acquired Building No. 54 from
2 Donna Gruner in February, 2016; and
3
4 **WHEREAS**, Rule No. 34 of the Rules of Order provides, in
5 pertinent part, that "...(a)ny contract with a term in excess of three (3)
6 years is subject to review and approval by the County Board..."; and
7
8 **WHEREAS**, Private and Public concerns have been reluctant to
9 construct or operate private non-commercial hangars at the Door
10 County Cherryland Airport; and
11
12 **WHEREAS**, The Airport and Parks Committee deems the
13 presence of non-commercial hangars at the Door County Cherryland
14 Airport to be advantageous to the Airport; and
15
16 **WHEREAS**, The Airport & Parks Committee believes it is
17 reasonable and necessary to offer multi-year non-commercial
18 hangar site lease agreements as an incentive to stimulate the growth
19 and development of the Door County Cherryland Airport.
20
21 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
22 Board of Supervisors does hereby give approval to the Airport &
23 Parks Committee to enter into a 10 year non-commercial hangar site
24 lease agreement, with a 10 year renewal clause, for the parcel of
25 land on which Building No. 54 has been constructed.

**SUBMITTED BY:
Airport and Parks Committee**

Richard Virlee Richard Haines
Richard Virlee, Chairperson Richard Haines

Charles Brann Mark Moeller
Charles Brann Mark Moeller

Ken Fisher David Lienau
Ken Fisher David Lienau

Joel Gunnlaugsson
Joel Gunnlaugsson



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BRANN			
BUR			
ENGLBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
KOK			
LIENAU			
MOELLER			
NEINAS			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
ZIPPERER			

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Enigl Defeated

2nd Sitte

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The charge for the proposed 2G point-to-point Ethernet connection is \$1,500.00 monthly (\$18,000.00 annually) on a 60 month contract, versus \$2,000.00 monthly (\$24,000.00 annually) on a 36 month contract, for a savings of \$500.00 monthly or \$6,000.00 annually with the 60 month contract. MEJ

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 22nd day of March, 2016 by the Door County Board of Supervisors.

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

RESOLUTION No. 2016-23
CONTRACT IN EXCESS OF THREE YEARS –
MASTER SERVICE AGREEMENT WITH BROWN COUNTY CLEC, LLC
(DBA NSIGHT)

TO THE DOOR COUNTY BOARD OF SUPERVISORS

1 **WHEREAS**, Pursuant to Rule of Order #34, any contract with a term
2 in excess of three (3) years is subject to approval by the Door County Board
3 of Supervisors ("County Board");

4
5 **WHEREAS**, A 2G point-to-point Ethernet connection between the
6 Door County Government Center and the Wiscnet POP at UWGB is
7 deemed to be of benefit to Door County, its network and related services;

8
9 **WHEREAS**, Funds have been appropriated in Door County's 2016
10 Budget for this purpose, i.e., a 2G point-to-point Ethernet connection
11 between the Door County Government Center and the Wiscnet POP at
12 UWGB; and

13
14 **WHEREAS**, The interests of Door County will be served by entering
15 into the *Master Service Agreement* (which is incorporated herein by
16 reference as if fully set forth) with Brown County CLEC, LLC (DBA Nsight)
17 to provide a 2G point-to-point Ethernet connection between the Door
18 County Government Center and Wiscnet POP at UWGB.

19
20 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
21 of Supervisors does hereby approve the above referenced *Master Service*
22 *Agreement* and authorizes its execution.

23
24 **BE IT FURTHER RESOLVED**, That the Information Systems Director,
25 subject to the oversight of the Information Systems Committee, shall
26 administer the *Master Service Agreement*.

SUBMITTED BY: INFORMATION SYSTEMS COMMITTEE

[Signature] [Signature]
David Enigl, Chairman Joel Gunnlaugsson

[Signature] [Signature]
Richard Haines Mark Moeller

[Signature] [Signature]
Jon Koch Don Sitte

[Signature]
David Lienau

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is entered into this ____ day of _____, ____, by and between Brown County CLEC, a Wisconsin Limited Liability Company (d/b/a and hereinafter referred to as “Nsight”), and County of Door, a body politic under Wisconsin Statue 59.01 (“Customer”). The Agreement consists of the following terms and conditions and all Service Schedules attached hereto or subsequently signed by the parties that reference this Agreement.

WITNESSETH:

WHEREAS, Nsight is in the business of, among other things, the provision of telecommunications services and related equipment, and is licensed by the Federal Communications Commission to provide such services in Northeast Wisconsin, among other places; and

WHEREAS, Customer desires to purchase or otherwise acquire from Nsight certain telecommunications and/or information services and related products for its own use; and

WHEREAS, Nsight wishes to provide such services and related equipment to Customer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Nsight and Customer do hereby agree as follows:

ARTICLE I
PROVISION OF SERVICES AND RELATED EQUIPMENT

A. Services. Nsight shall provide to Customer those services (hereinafter, the “Services”) specifically identified on the attached Service Schedule(s). Unless Nsight and Customer agree to the contrary, and such agreement is memorialized on the Service Schedule(s), the transmission facilities through which Nsight provides the Services to Customer need not be dedicated to the provision of Services exclusively to Customer; and Nsight shall be entitled to utilize such facilities for the transmission of other data, or the provision of Services to other customers, provided such other utilization of these facilities does not interfere with Customer’s use and/or enjoyment of the Services. Nsight covenants and agrees that the Services shall be functional in all material respects and available for Customer’s use on the date Nsight sends Customer an e-mail informing Customer the Services are ready for Customer’s use.

B. Availability of Services. Nsight shall use commercially reasonable efforts to ensure the continuous availability of the Services without interruption. Notwithstanding, Customer acknowledges and agrees that, from time to time, the Services may be temporarily

unavailable during periods of testing, maintenance, or repair, or during other periods caused by events of force majeure (as defined in Article VI.B, below).

C. Use of Services.

1. Customer represents and warrants that it will not use the Services or otherwise engage in any activities:

a. that constitute or encourage a violation of any applicable law or regulation, including, but not limited to, the sale of illegal goods, or the violation of export control or obscenity laws;

b. that defame, impersonate, or invade the privacy of any third party or entity;

c. that infringe the rights of any third party, including, but not limited to, the intellectual property, business, contractual, or fiduciary rights of others; and

d. that are in any way connected with the transmission of "junk mail," "spam," or the unsolicited mass distribution of e-mail, or with any unethical marketing practices.

2. Nsight reserves the right, at any time, to refuse to host or discontinue hosting any Web site or Internet connection which Nsight believes, in its sole discretion:

a. offers for sale goods or services, or uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate;

b. received a significant number of complaints for failing to be reasonably accessible to customers, or timely fulfill customer orders;

c. has become the subject of a government complaint or investigation;

d. has violated or is alleged to have violated any local, state, or federal law or regulation;

e. has violated or is alleged to have violated the rights or interests of any person or entity;

f. impairs or threatens to impair the functionality of servers owned or operated by Nsight, or other Web sites hosted or maintained by Nsight on its own behalf or for the benefit of other customers;

g. has violated or threatens to violate this Agreement.

D. Equipment.

1. Installation, Operation, and Maintenance of Equipment. Nsight shall use reasonable efforts to instruct, construct, operate, and maintain all cable, equipment, and other facilities necessary to provide the Services to Customer up to a point of demarcation identified by Nsight. Unless Nsight and Customer agree otherwise, and such agreement is memorialized on the Service Schedule(s), Customer shall be responsible for the installation, construction, operation, and maintenance of all cable, equipment, and other facilities necessary to utilize the Services from and after the point of demarcation. To the extent necessary, Customer shall, at no cost to Nsight, grant to Nsight and its agents access to Customer's premises as may be necessary for Nsight to install, construct, operate, or maintain any cable, equipment, or other facilities, or to otherwise provide the Services to Customer. Except in emergency situations (which shall be determined by Nsight, in its reasonable judgment), Nsight will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering upon Customer's premises to engage in any of the foregoing activities.

2. Responsibility for Equipment. Except as may be otherwise specified in the Service Schedule(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment, or materials owned by the other party; provided, however, that each party shall be responsible to the other for any damage or harm, including damage caused by environmental conditions at a party's location, or by the negligence or willful misconduct of the other party. Each party shall be responsible for maintaining insurance coverage adequate to cover damage to the other's physical property located at Customer's premises.

3. Title and Control of Facilities. Title to equipment or facilities owned by Nsight and used in any fashion to provide Services shall remain with Nsight. Customer shall keep all such equipment and facilities located on Customer's premises free and clear of all liens, encumbrances, and security interests, and shall not tamper with or allow the same to be moved or tampered with by any person not authorized by Nsight to do so. Customer shall use its reasonable best efforts and endeavor to keep all such equipment and facilities secure and free from environmental hazards.

4. Access to Equipment and Facilities Upon Termination or Expiration of Agreement. Customer shall grant to Nsight access to all of Nsight's equipment and other facilities in or about Customer's premises for purposes of removing the same during the 30 days immediately following the expiration or termination of this Agreement by either party and for any reason. Such access shall be granted during normal business hours and shall afford Nsight sufficient time and opportunity to remove its equipment and other facilities from Customer's premises.

E. Procurement of Access Rights. Customer shall, at its expense, procure all necessary rights of way, easements, franchises, licenses, conduit rights, building entrance rights, landlord consents, and other rights and grants of authority which are necessary or desirable for

Nsight to provide the Services specifically to Customer. All such rights of way, easements, franchises, licenses, conduit rights, building entrance rights, landlord consents, and other rights and grants of authority shall be identified by Nsight prior to execution of this Agreement.

F. Security of Transmitted Information. When applicable, the Customer shall incorporate Secure Socket Layer (“SSL”), or substantially equivalent technology, to transmit sensitive Customer information (such as payment information) over the World Wide Web. Notwithstanding the incorporation of such technology into the Services delivered to Customer, Nsight shall not be liable to Customer or any third party for the failure of such technology, or failure on the part of Customer, to maintain the confidentiality of any information transmitted by, from, or to Nsight pursuant to this Agreement, or in connection with the Services provided to Customer.

ARTICLE II
COMPENSATION AND PAYMENT TERMS

A. Compensation to Nsight. As compensation for the Services provided hereunder, Customer shall pay to Nsight the rates and other charges identified on the Service Schedule(s) for Services provided or made available to Customer during the period identified on Nsight’s invoice to Customer.

B. Taxes and Other Charges. There may be added to any charges under Article II.A, above, an amount equal to industry-wide surcharges and/or fees and surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to this Agreement, excepting taxes on the income of Nsight and any tax Customer is otherwise exempt from as a Wisconsin county. Furthermore, service order charges apply to certain services and will be charged for those services in addition to other charges.

C. Payment. Nsight shall render an invoice in accordance with Nsight’s usual and customary billing cycle for Services delivered or made available to Customer during each preceding month during the Term. Except as set forth below, Customer shall pay each invoice in full within 30 days of the date of each invoice. Payments not made in full within 30 days shall accrue interest at the rate of 1.5% per month, or the highest rate allowable by law, whichever is lower.

D. Disputes. If Customer disputes any invoice amount in good faith, then Customer must, within 120 calendar days of the date of such invoice:

1. pay to Nsight the undisputed amount of the invoice; and
2. log the dispute by completing and submitting a dispute form by contacting Nsight at 1-877-463-8532; and

3. cooperate with Nsight in resolving the disputed invoice amount.

If the Customer fails to provide notice of a dispute in the manner specified above within 120 calendar days of the date of the invoice which contains the disputed amount, then the invoice is deemed correct and the Customer irrevocably waives all rights to dispute such amounts.

ARTICLE III **TERM AND TERMINATION**

A. Term of this Agreement. This Agreement shall become effective on the later to occur of: (i) the date first written above; or (ii) the date upon which both parties have executed this Agreement (hereinafter, the “Effective Date” of this Agreement). This Agreement shall remain in effect as long as any Service Schedule associated with it remains in effect unless terminated in accordance with the provisions of the Agreement.

B. Term of Each Service Schedule. Nsight shall utilize commercially reasonable efforts to make the Services available to Customer as soon as possible. The Services shall be available to Customer, subject to the terms and conditions hereof, for the “Length of Term” as identified on the applicable Service Schedule. The Length of Term shall commence on the date Nsight sends a Completion of Service e-mail to Customer (“Completion of Service Date”), which informs Customer the Services are ready for Customer’s use. The period commencing on the Completion of Service Date and continuing until the expiration of the Length of Term is considered the “Initial Term” of this Agreement. Upon the expiration of the Initial Term, the Agreement shall automatically renew for successive 1-year renewal terms (each a “Renewal Term”), unless either party provides the other with written notice of its election to not renew the Agreement no less than 90 days prior to the end of the Initial Term or the then-current Renewal Term.

C. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

1. **Mutual Agreement.** Upon the mutual written agreement of the parties.
2. **Bankruptcy/Insolvency.** Upon the appointment of a receiver to take possession of all or substantially all of the assets of either party to this Agreement, or an assignment by either party to this Agreement for the benefit of creditors, or any action taken or suffered by either party to this Agreement under any insolvency, bankruptcy, or reorganization act, at the option of the other party.
3. **Default.** In the event of a default by one party, the non-defaulting party may provide written notice of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting party has cured the breach prior to the expiration of such cure period, this Agreement shall remain in effect. For purposes of this Agreement, a “reasonable opportunity to cure” shall be 30 days for a monetary or payment default and 30 days for a

non-monetary or non-payment default, unless such default cannot with reasonable diligence be cured within such period, in which case, the cure period shall be automatically extended for so long as the defaulting party, acting in good faith and with reasonable diligence, requires to cure such default.

D. Customer Termination. Customer may terminate this Agreement and/or any Service Schedule associated with this Agreement prior to the expiration of the Initial Term or, if renewed, the Renewal Term by delivering notice to Nsight according to Article VI(A) of Customer's intent to terminate this Agreement and/or Service Schedule(s) and the effective date of such termination. The effective date of termination shall be no less than 10 business days after Nsight's receipt of Customer's notice. Notwithstanding any such termination, Customer shall be responsible for payment of all outstanding charges at the time of such termination.

E. Effect of Early Termination. The termination of this Agreement for any cause shall not release either party hereto from any liability which at the time of termination has already accrued to the other party hereto, or which thereafter may accrue with respect to any act or omission prior to termination, or from any obligation which is expressly stated herein to survive termination. Termination of this Agreement in accordance with its terms shall be without prejudice to any other rights or remedies of the parties.

F. Early Termination Charge. If the Customer terminates this Agreement and/or any Service Schedule associated with this Agreement prior to the expiration of the Initial Term or, if renewed, the Renewal Term, Customer shall pay Nsight an early termination charge. The early termination charge will be calculated as follows: the number of months remaining in the Initial Term and/or the Renewal Term multiplied by the monthly price of the service(s) found on the applicable Service Schedule(s). Each Service Schedule is deemed a separate service and cancellation of any single Service Schedule shall not affect the other services ordered by Customer under this Agreement.

ARTICLE IV **INDEMNIFICATION AND LIMITATION OF LIABILITY**

A. Indemnification. Customer and Nsight hereby indemnifies and holds harmless each other from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorney fees) that may arise out of: (i) any material breach of this Agreement by either party; (ii) any breach of any of the representations or warranties made by either party in this Agreement; and (iii) any alleged violation of any rights of another, including, but not limited to, each party's use of any content, trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of its own or of any third party. The indemnification rights granted hereby are independent of, and in addition to, such rights and remedies as either party may have at law or in equity, or otherwise, including the right to seek specific performance, rescission, or restitution.

B. LIMITATION OF LIABILITY.

1. IN GENERAL. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NSIGHT SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR TO ANY OTHER PERSON, FIRM, OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE ARISING OUT OF, OR RELATING TO, THE OPERATION OR NON-OPERATION OF THE SERVICES. NSIGHT HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT OR NSIGHT'S PROVISION OF, OR FAILURE TO PROVIDE, THE SERVICES.

2. WISCONSIN GOVERNMENTAL IMMUNITIES. NOTHING HEREIN MAY BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY IMMUNITY, LIMITATIONS ON DAMAGES, NOTICE REQUIREMENTS, OR STATUTES OF LIMITATION AFFORDED CUSTOMER AS A WISCONSIN COUNTY.

3. NO LIABILITY FOR CONTENT. THE CONTENT THAT CUSTOMER MAY ACCESS OR DELIVER THROUGH ANY SERVICES IS PROVIDED BY INDEPENDENT CONTENT PROVIDERS, OVER WHICH NSIGHT DOES NOT EXERCISE AND DISCLAIMS ANY CONTROL. NSIGHT NEITHER PREVIEWS CONTENT NOR EXERCISES EDITORIAL CONTROL, DOES NOT ENDORSE ANY OPINIONS OR INFORMATION ACCESSED THROUGH ANY SERVICE, AND ASSUMES NO RESPONSIBILITY FOR ON-LINE CONTENT. NSIGHT SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED USING THE SERVICES. SUCH CONTENT OR PROGRAMS MAY INCLUDE, WITHOUT LIMITATION, PROGRAMS OR CONTENT OF AN INFRINGING, ABUSIVE, PROFANE, OR SEXUALLY OFFENSIVE NATURE. ALL CONTENT FROM OTHER PARTIES ACCESSED VIA THE SERVICES IS ACCESSED BY CUSTOMER AND THOSE USERS CUSTOMER HAS AUTHORIZED, ALL AT CUSTOMER'S OWN RISK; AND NSIGHT ASSUMES NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH CONTENT.

4. DAMAGE, LOSS, OR DESTRUCTION OF SOFTWARE FILES AND/OR DATA. NSIGHT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S HARDWARE, SOFTWARE, FILES, DATA, OR PERIPHERALS WHICH MAY RESULT FROM CUSTOMER'S USE OF THE SERVICES, OR FROM THE INSTALLATION, MAINTENANCE, OR REMOVAL OF ANY SERVICE OR RELATED EQUIPMENT OR SOFTWARE. NSIGHT DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM WITHIN ANY PERIOD OF TIME.

5. NO CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN ARTICLE IV.A, ABOVE, AND EXCEPT FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, RECKLESSNESS, OR PERSONAL INJURY OR DEATH, OR DAMAGE TO PROPERTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGE FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

C. International Calling Blocked as Default. As a default setting, Nsight blocks the Customer from using the Services to make international calls. If the Customer desires to make international calls, the Customer must affirmatively request Nsight allow international calling.

D. Liability for Toll and International Fraud. The Customer acknowledges that the Customer has exclusive control over the equipment and system that accesses Nsight's Services. The Customer also acknowledges that it is the sole responsibility of the Customer to address and prevent toll and international fraud. The Customer is solely responsible for all charges incurred by the Customer's equipment and system. This responsibility exists whether the charges are legitimate or are due to fraud, abuse or misuse of services, whether known or unknown, and whether or not Nsight takes any actions to stop or block toll or international fraud.

E. Insurance. Each party shall be responsible for maintaining insurance coverage adequate to cover its liabilities hereunder.

ARTICLE V CONFIDENTIALITY AND INTELLECTUAL PROPERTY

A. Definition of "Confidential Information". For purposes of this Agreement, "Confidential Information" means information that is marked or otherwise specifically identified in writing as proprietary, confidential, or trade secret and shall include, without limitation, this Agreement.

B. Non-Disclosure of Confidential Information. The disclosing party will make a good-faith effort to cause Confidential Information: (i) disclosed in tangible form to be marked; and (ii) disclosed verbally to be identified verbally at the time of disclosure or promptly thereafter, as confidential. Notwithstanding the foregoing, a disclosing party's failure to so mark or identify Confidential Information will not excuse a receiving party from the requirements of this Agreement if the receiving party knew or should have known that such Confidential Information was proprietary or confidential.

If to Customer: County of Door
Attn: Ken Pabich, County Administrator
Door County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235
kpabich@co.door.wi.us

With a copy to: County of Door
Attn: Grant P. Thomas, Corporation Counsel
Door County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235
gthomas1@co.door.wi.us

B. Force Majeure. Notwithstanding any other term or condition of this Agreement, neither party will be liable to the other party for any delay or failure of performance resulting from any cause beyond such party's reasonable control and without such party's fault or negligence, including, without limitation, unusually severe weather conditions, earthquakes, floods, nuclear accidents, acts of God, epidemics, war, terrorist acts, riots, insurrections, civil disturbances, government regulations, acts of civil or military authorities or public enemy, fuel, energy, labor, or materials shortages, or an inability to procure raw materials or other inputs necessary for a party's satisfaction of its obligations arising hereunder.

C. Entire Agreement; Amendments. This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between Nsight and Customer with respect to the subject matter hereof and supersedes all prior proposals, negotiations, communications, and agreements between Nsight and Customer with respect to the subject matter hereof, whether oral or written. This Agreement shall not be amended or modified, except by a subsequent written agreement executed by duly-authorized representatives of Nsight and Customer.

D. Assignment. Neither party may assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld, except that Nsight may assign all or any part of this Agreement to any affiliate without obtaining Customer's consent. For purposes of this Agreement, an "affiliate" of Nsight is any entity that (directly or indirectly) controls, is controlled by, or is under common control with Nsight.

E. Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be governed and interpreted by and in accordance with the laws of the State of Wisconsin. Nsight and Customer agree that any legal or equitable action for claims, debts, or obligations arising from any provision of this Agreement shall be brought in the state or federal courts located in the State of Wisconsin. Nsight and Customer further agree that both the state and federal courts in the State of Wisconsin shall have personal jurisdiction over both parties; and venue shall be appropriate in any such court.

F. No Waiver. The failure of Nsight or Customer to object to or to take affirmative action with respect to any conduct of the other that is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation, or of any future violations of the provisions of this Agreement. No waiver shall be effective unless reduced to writing and executed by both parties.

G. Relationship of Parties. This Agreement creates only an independent contractor relationship between Nsight and Customer and does not create a joint venture, partnership, or agency, express or implied, between Nsight and Customer. Neither party shall act as an agent of the other for any purpose, and neither shall have the authority to bind the other party.

H. Survival. All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

I. Headings. The headings and captions contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

J. Attorney Fees. In the event either party initiates legal action with respect to the interpretation or performance of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as the court may award.

K. No Third-Party Rights. Nothing contained in this Agreement shall be construed as creating or giving rise to any rights in any third parties, or any persons other than the parties hereto.

L. Conflict of Terms and Conditions. In the event that there is a conflict between the terms and conditions of this Agreement and those as set forth on an authorized Service Schedule, the terms and conditions of this Agreement shall prevail.

M. Authority to Execute Agreement. By signing below, each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that party and that the party's execution of this Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon them by their respective entities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Nsight and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

Brown County CLEC, LLC

(Nsight Company Name)

Date: _____ By: _____

(Print or Type Name)

Its _____

(Title of person signing)

County of Door

(Customer Name)

Date: _____ By: _____

(Print or Type Name Here)

Its _____

(Title of person signing)

SERVICE SCHEDULE

Master Agreement Contract #1293
Contract # 1545**Account Summary:**

Nsight to provide 2G Ethernet to the WISCNET POP at UWGB.

Service agreement type: Length of Term: A Location: County of Door
421 Nebraska
Sturgeon Bay, WIZ Location: Wiscnet POP
2420 Nicolet Dr
Green Bay, WIBilling information: County of Door
421 Nebraska
Sturgeon Bay, WI**Details**

Services	Qty	Unit Cost	Extended
2G Point to Point Ethernet	1	\$1,500.00	\$ 1,500.00
PRI	0	\$ -	\$ -
T1	0	\$ -	\$ -

Total Monthly Charges	\$ 1,500.00
------------------------------	-------------

One Time Charges:	Rate	Description	Amount
Installation Charges			\$ 1,500.00
Equipment Charges			\$ -
Total One Time Charges	\$ 1,500.00		\$ 1,500.00

State, Local, Federal, and E911 charges may apply.

By signing below, each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that party and that the party's execution of this Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon them by their respective entities.

Customer Signature _____ Date _____

Nsight Signature _____ Date _____

Print Name _____

Print Name _____



DOOR COUNTY

Resolution No. 2016-24

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,995,000 GENERAL OBLIGATION BONDS OR PROMISSORY NOTES

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BRANN			X
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH			X
KOHOUT	X		
KOK	X		
LIENAU	X		
MOELLER	X		
NEINAS	X		
SCHULTZ	X		
SITTE	X		
SOHNS	X		
VIRLEE	X		
ZIPPERER			X
	18	0	3

BOARD ACTION
Vote Required: Three Quarters of Members Elect

Motion to Approve Adopted Defeated

1st Lienau
2nd Kohout

Yes: 18 No: 0 Exc: 3

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: Based on borrowing \$9,995,000.00, and using projections of interest rates and debt repayment from our Financial Advisor, Ehlers & Associates, the estimated total principal and interest payments would be \$12,818,550.00 with a 15 year amortization; with a 20 year amortization, total principal and interest payments would be \$13,718,812.00. MEJ

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 22nd day of March, 2016 by the Door County Board of Supervisors.

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

1 **WHEREAS**, Door County, Wisconsin (the "County") is presently in need
2 of an amount of not to exceed \$9,995,000 for the public purpose of paying
3 the cost of constructing and equipping a Central Ambulance Station and
4 Human Services Resource Center (the "Project"); and

5
6 **WHEREAS**, it is desirable to borrow said funds through the issuance of
7 general obligation bonds or promissory notes pursuant to Chapter 67,
8 Wisconsin Statutes.

9
10 **NOW, THEREFORE, BE IT RESOLVED** by the County Board of
11 Supervisors that:

12
13 Section 1. Authorization of the Bonds and Notes. For the purpose of
14 paying costs of the Project, there shall be borrowed through the issuance of
15 general obligation bonds or promissory notes pursuant to Chapter 67 of the
16 Wisconsin Statutes, a principal sum of not to exceed NINE MILLION NINE
17 HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$9,995,000). There be
18 and there hereby is levied on all taxable property in the County a direct,
19 annual irrevocable tax in such years and in such amounts as are sufficient
20 to pay when due the principal and interest on the bonds and notes.

21
22 Section 2. Conflicting Resolutions; Severability; Effective Date. All prior
23 resolutions, rules or other actions of the County Board of Supervisors or
24 any parts thereof in conflict with the provisions hereof shall be, and the
25 same are, hereby rescinded insofar as the same may so conflict. In the
26 event that any one or more provisions hereof shall for any reason be held to
27 be illegal or invalid, such illegality or invalidity shall not affect any other
28 provisions hereof. The foregoing shall take effect immediately upon
29 adoption and approval in the manner provided by law.

SUBMITTED BY: Finance Committee

[Signature] David Lienau, Chairman
[Signature] Susan Kohout
[Signature] Kathy Schultz
[Signature] Mark Moeller
[Signature] Charles Brann
[Signature] Leo Zipperer
[Signature] David Enigl

Adopted, approved and recorded March 22, 2016

[Signature]
Daniel R. Austad, Chairperson
Door County Board of Supervisors