



DOOR COUNTY

Resolution No. 2016-56

"Lights On After School": A Proclamation

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
MOELLER			
NEINAS			
ROBILLARD			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
WAIT			

VOICES VOTED

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Fisher Defeated

2nd Gunnlaugsson

No: _____ Yes: _____ 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 20th day of September, 2016 by the Door County Board of Supervisors.

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

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WHEREAS, The citizens of Door County stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and academic skills.
- Support working families by ensuring their children are safe and productive after the regular school day ends.
- Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults.
- Engage families, schools and community partners in advancing the welfare of our children; and

WHEREAS, Boys & Girls Club of Door County has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults; and

WHEREAS, *Lights On Afterschool*, the national celebration of afterschool programs held this year on **Thursday, October 20, 2016**, promotes the importance of quality afterschool programs in the lives of children, families and communities; and

WHEREAS, Door County Board of Supervisors advocates for the health, safety and life achievement of all young people,

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby proclaim

Thursday, October 20, 2016 as "Lights On Afterschool Day".

**SUBMITTED BY:
ADMINISTRATIVE COMMITTEE**

David Lienau
David Lienau

Ken Fisher
Ken Fisher

John Neinas
John Neinas

Richard Virlee
Richard Virlee

Daniel Austad
Daniel Austad

Joel Gunnlaugsson
Joel Gunnlaugsson

Kathy Schultz
Kathy Schultz



DOOR COUNTY

Resolution No. 2016-57

RESOLUTION IN SUPPORT OF INCREASED FUNDING IN THE CHILDREN AND FAMILY AIDS ALLOCATION

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
ENGLEBERT D.			
ENGLEBERT R.			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
MOELLER			
NEINAS			
ROBILLARD			
SCHULTZ			
SITTE			
SOHNS			
VIRLEE			
WAIT			

Vote
Vote

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted Defeated

1st Moeller
2nd Englebert

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: While this resolution urges the State of Wisconsin to increase its funding to counties in its 2017-19 state biennial budget for Child Protective Services, there is no direct 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 20th day of September, 2016 by the Door County Board of Supervisors.

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

1 WHEREAS, The Department of Children and Families provides funding to counties through the
2 Children and Family Aids allocation for the provision of child abuse and neglect services, including
3 prevention, investigation, treatment, and out-of-home placement costs; and
4
5 WHEREAS, Base funding for child welfare services has not increased since the Department of
6 Children and Families was created in 2009; and
7
8 WHEREAS, Over the past few years, the child welfare workload has increased in all counties
9 across the state; and
10
11 WHEREAS, The number of child protective services (CPS) referrals has increased by 30 percent
12 since 2007 – from 55,895 referrals in 2007 to 72,698 in 2014; and
13
14 WHEREAS, The number of children in out-of-home care has increased from 7,653 in 2011 to
15 8,258 in 2015; and
16
17 WHEREAS, The number of screened-in CPS reports has increased from 18,706 in 2011 to
18 20,384 in 2015; and
19
20 WHEREAS, The number of Children in Need of Protection and Services (CHIPS) petitions filed
21 with the court has increased 12.5 percent from 2008 to 2015; and
22
23 WHEREAS, Counties are struggling to recruit and retain child welfare workers; and
24
25 WHEREAS, The stress of increasing caseloads is taking its toll on CPS workers, causing many
26 experienced child welfare workers to leave the profession; and
27
28 WHEREAS, The leading cause of these increases is the use of heroin, opiates, and
29 methamphetamines; and
30
31 WHEREAS, It is critical that counties have the resources necessary to ensure the safety of
32 children in every corner of the state; and
33
34 WHEREAS, Counties are struggling to identify resources to increase child welfare staff,
35 especially given the significant overmatch counties already put in the human services system.
36
37 NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does
38 hereby request that the state of Wisconsin, in its 2017-19 state biennial budget, increase funding to
39 counties in the Children and Family Aids allocation to assist counties in serving the increasing number
40 of children and families in the child welfare system; and
41
42 BE IT FURTHER RESOLVED, That a copy of this resolution be sent to Governor Scott Walker,
43 Department of Children and Families Secretary Eloise Anderson, Department of Administration
44 Secretary Scott Neitzel, area legislators, and the Wisconsin Counties Association.

SUBMITTED BY: HUMAN SERVICES BOARD

[Signature] Mark Moeller, Chair
[Signature] Megan Lundahl
[Signature] Helen Bacon
[Signature] Nancy Robillard
[Signature] Roy Englebert
[Signature] Wayne Kudick
[Signature] Thomas Leist
[Signature] Joe Miller
[Signature] Robert Rau



DOOR COUNTY

Resolution No. 2016-58

APPROVAL OF WISCONSIN COASTAL MANAGEMENT PROGRAM GRANT FOR THE DUNES LAKE PUBLIC ACCESS PARKING LOT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
ENGLEBERT D.	X		
ENGLEBERT R.	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES			X
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
MOELLER	X		
NEINAS	X		
ROBILLARD	X		
SCHULTZ	X		
SITTE			X
SOHNS	X		
VIRLEE	X		
WAIT	X		
	19	0	2

BOARD ACTION
 Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted Defeated

1st Fisher
 2nd Virlee

Yes: 19 No: 0 Exc: 2

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

FISCAL IMPACT: The donated funds will be used for the specified expenditure. No additional County funds are required because of the acceptance of this donation. 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 20th day of September, 2016 by the Door County Board of Supervisors.

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

1 **WHEREAS**, Section 59.52(19) Wis. Stats. empowers the County Board to accept
 2 donations, gifts, or grants of money for any public governmental purpose within the powers
 3 of the County; and

4
 5 **WHEREAS**, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door"
 6 requires approval of the Door County Board of Supervisors, for acceptance of all donations,
 7 gifts, and grants whether in the form of money, or personal or real property; and

8
 9 **WHEREAS**, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorizes an
 10 oversight committee to accept donations, gifts or grants; requires County Board be provided
 11 notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires
 12 that an itemized report of all donations, gifts or grants be submitted to the County Board on
 13 an annual basis; and

14
 15 **WHEREAS**, The Wisconsin Coastal Management Program has offered a grant of
 16 \$3,000. The purpose of said grant is to support the installation of Dunes Lake public access
 17 parking and interpretive signage to complement the lake restoration project; and

18
 19 **WHEREAS**, the SWCD led Partnership includes the Town of Sevastopol, Wisconsin
 20 Department of Natural Resources, Ducks Unlimited, The Nature Conservancy and Doorland
 21 Preserve landowners; and

22
 23 **WHEREAS**, No new budget funds are being requested. A total of \$3,600 in match
 24 monies have been secured by the Partnership through other grants and donations; and

25
 26 **WHEREAS**, The Land Conservation Committee (LCC) has voted to accept the aforesaid
 27 grant.

28
 29 **NOW THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors
 30 does hereby accept the Wisconsin Coastal Management Grant in the amount of \$3,000 for
 31 the above stated purpose.

32
 33 **BE IT FURTHER RESOLVED**, That the aforesaid grant shall be administered by the
 34 Soil & Water Conservation Department subject to oversight by the Land Conservation
 35 Committee.

36
SUBMITTED BY:
LAND CONSERVATION COMMITTEE

Ken Fisher Ken Fisher, Chair
Randy Halstead Randy Halstead
John Neinas John Neinas
Richard Virlee Richard Virlee

Mike Vandenhousten
 Mike Vandenhousten



DOOR COUNTY

Resolution No. 2016-59

**EMERGENCY REPAIRS – STORM WATER SEWER SYSTEM AND ROADWAY AT JUSTICE CENTER
TRANSFER OF NON-BUDGETED FUNDS**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES			X
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
MOELLER	X		
NEINAS	X		
ROBILLARD	X		
SCHULTZ	X		
SITTE			X
SOHNS	X		
VIRLEE	X		
WAIT	X		
	19	0	2

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted

1st Schultz Defeated

2nd Sohns

Yes: 19 No: 0 Exc: 2

Reviewed by: [Signature] Corp. Counsel

Reviewed by: [Signature] Administrator

FISCAL IMPACT: If approved, the fiscal impact of adopting this resolution will be to reduce the available balance in the Contingency Expense account to \$158,097.14 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 20th day of September, 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**, 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 County Board of Supervisors; and

6
7 **WHEREAS**, A sink hole developed at the Justice Center, NW drive
8 area near the sally port and jail cell location; and

9
10 **WHEREAS**, Building & Grounds Director Spritka obtained an estimate
11 for the repairs and recommends \$15,000 to cover the cost of repairs; and

12
13 **WHEREAS**, Property Committee, at their September 1, 2016 meeting,
14 unanimously approved a motion to move forward with the repairs and
15 forward to the Finance Committee to determine funding; and

16
17 **WHEREAS**, The Finance Committee, at its September 6, 2016
18 meeting, unanimously approved a recommendation to transfer up to
19 \$15,000.00 from the Contingency Expense, Account 100.06.1161.59103,
20 to the Building & Grounds Department Account 100.37.1120.52305.6501,
21 to cover the cost to repair the storm water sewer system and roadway at
22 the Justice Center.

23
24 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
25 of Supervisors does hereby approve the transfer of up to \$15,000.00 from
26 the Contingency Expense, Account 100.06.1161.59103, to the Building &
27 Grounds Department Account 100.37.1120.52305.6501, to cover the cost
28 to repair the storm water sewer system and roadway at the Justice Center.

SUBMITTED BY: FINANCE COMMITTEE

[Signature] Kathy Schultz, Chairman

[Signature] Ken Fisher

[Signature] David Englebert

[Signature] Susan Kohout

[Signature] Roy Englebert

[Signature] Mark Moeller

[Signature] David Enigl



DOOR COUNTY

Resolution No. 2016-60

**SOUTH AMBULANCE STATION
LAND LEASE & CONSTRUCTION AGREEMENT**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES			X
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
MOELLER	X		
NEINAS	X		
ROBILLARD	X		
SCHULTZ	X		
SITTE			X
SOHNS	X		
VIRLEE	X		
WAIT	X		
	19	0	23

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted Defeated

1st Virlee Defeated

2nd D Englebert

Yes: 19 No: 0 Exc: 23

Reviewed by:

[Signature], Corp. Counsel

Reviewed by:

[Signature], Administrator

FISCAL IMPACT: The County Board approved the transfer of up to \$800,000 from the Unassigned Fund Balance for this project on Resolution 2016-40. The County Board also passed Resolution 2016-47, which allows them to reimburse the Unassigned Fund Balance by borrowing for this project if they so choose. 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 20th day of September, 2016 by the Door County Board of Supervisors.

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

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

WHEREAS, The concept of a South Ambulance Station being co-located with, or integral to, the contemplated Brussels, Union and Gardner Fire Station has been endorsed by the County Board [See: Resolution No.'s 2016-40 and 2016-47]; and

WHEREAS, It is necessary and desirable for the County to enter in to an agreement with the Towns of Brussels, Union and Gardner that will allow the process of design, bid and construction of a South Ambulance Station to move forward; and

WHEREAS, Through negotiations, a *Land Lease and Construction Agreement for South Ambulance Station* (attached hereto and incorporated herein by reference) has been tentatively reached; and

WHEREAS, The Property Committee has reviewed and recommends approval of the *Land Lease and Construction Agreement for South Ambulance Station*.

NOW, THEREFORE, BE IT RESOLVED, By the Door County Board of Supervisors that the *Land Lease and Construction Agreement for South Ambulance Station* is hereby approved;

BE IT FURTHER RESOLVED, That the process of design, bid and construction of the South Ambulance Station may move forward.

BE IT FURTHER RESOLVED, That any associated costs, shall *initially* be paid from funds transferred from the Unassigned Fund Balance, and charged to Account Number 401.51.7190.69901.0029D, EMS South Station.

BE IT FURTHER RESOLVED, That Door County's Emergency Services Director, subject to the oversight of the Emergency Services and Property Committees, shall administer the *Land Lease and Construction Agreement for South Ambulance Station* and the process of design, bid and construction of the South Ambulance Station

SUBMITTED BY: PROPERTY COMMITTEE

[Signature]
Richard Virlee, Chairman

[Signature]
Dan Austad

[Signature]
Helen Bacon

[Signature]
Ken Fisher

[Signature]
Randy Halstead

[Signature]
Jon Koch

[Signature]
Steve Sohns

**LAND LEASE AND CONSTRUCTION AGREEMENT
FOR SOUTH AMBULANCE STATION**

This agreement, made this _____ day of _____, 2016, by and between the Towns of Brussels, Gardner and Union, each a municipal corporation, hereinafter referred to as "Towns" and the County of Door, a municipal corporation, hereinafter referred to as "County".

RECITALS:

- A. The Towns are the owners of certain property in the Town of Brussels (more particularly described in *Exhibit A*, attached hereto and incorporated herein by reference), upon which they intend to construct a fire station.
- B. The County wishes to lease land from the Towns upon which it will construct an emergency services building to house ambulance services and other facilities as required by the County.
- C. This agreement constitutes an intergovernmental agreement between the Towns and County of Door pursuant to §66.0301, Wis. Stats., which provides benefit to the Towns and surrounding residents by providing a central location for emergency services for Southern Door County and provides benefit to the County by providing a facility to operate emergency services from Southern Door County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the Towns and County as follows:

- 1. **Premises.** Towns represent that they own the premises described in *Exhibit "A"* in fee simple, and that they have full right, power and authority to enter into this Lease for the term provided herein. The portion thereof to be occupied by and subject to this Lease shall be a parcel approximately _____ square feet adjacent to the Brussels Union Gardner (BUG) Fire Department building, more particularly identified in *Exhibit "B"*. County shall at all times during the term of this Lease have title to the building which is to be erected upon the premises.
- 2. **Term:** The initial term of this Lease shall be for fifty (50) years commencing upon the issuance of an occupancy permit for the structure constructed by County and terminating fifty (50) years thereafter unless sooner terminated pursuant to the provisions of this Lease or upon the mutual consent of the parties. This Lease shall be automatically extended for additional ten (10) year periods, unless County provides six (6) months prior written notice of its intent to terminate this Lease to the Brussels-Union-Gardner Fire Department, Inc., Attn: _____, _____.
- 3. **Rent.** Rent shall be paid by County to Towns during the term of the agreement in the sum of one dollar (\$1.00) per year. Rent shall be pre-paid in full, and is due on the 1st day after the commencement of the initial term or any extension.
- 4. **Use of Premises.** It is understood that the building to be constructed upon the premises shall be in accord with plans and specifications as approved by Towns and County, and County shall not erect or permit to be erected upon the premises any additional buildings or structures or to make any additions to the building without the prior written consent of Towns. Towns' consent shall not be unreasonably withheld. The premises shall be used for housing Door County services related to police, emergency medical services, and human services functions unless other uses are agreed by the parties. Agreement to additional or substitute uses shall not be unreasonably withheld, recognizing that any uses must be consistent with the towns' use of the property as a fire station.
- 5. **Permits.** Erection of any improvements upon the premises shall not be undertaken unless the parties have

jointly procured and paid for, if and as required per §13.48 (13) Wis. Stats., all required municipal and other governmental permits and authorizations required for the construction of the building. All work done in connection with the improvements shall be done in a good and workmanlike manner and in compliance with the building and zoning laws of the Town of Brussels, Door County, Wisconsin, and any other regulations and requirements of federal, state and municipal government applicable to the structure.

6. **Assignment and Subletting.** County may not lease, sublease, or otherwise allow any other persons or entities to occupy all or any portion of the premises, the building constructed thereon, or future improvements thereto, unless otherwise agreed to in writing in advance by Town. Towns' consent shall not be unreasonably withheld.
7. **Special Assessments.** County and Towns, to the extent they are not otherwise exempt, shall pay all special assessments and levies or charges upon its improvements with payments to be made as they fall due and before they become delinquent under the terms of such special assessments.
8. **Condition and Use of Premises.** County accepts the leased premises in "as is" condition. County assumes the risk of, and may not recover from Town for, injury or damage arising from the use of the premises by County. In addition, County shall maintain the premises in good and serviceable condition and repair, reasonable wear and tear, acts of God and other unavoidable casualties excepted.
9. **Repair of Damage or Destruction.** If the building constructed on behalf of County upon the premises is damaged or destroyed, County may, with all reasonable dispatch repair or replace the damaged or destroyed building (according to the original design subject to modifications as may be approved by Towns). If County elects not to repair or replace the damaged building, County shall, with all reasonable dispatch after such damage or destruction, either sell the damaged or destroyed building or demolish the damaged or destroyed building, clear the debris, and restore the leased premises to its original condition.

10. Insurance.

A. **Building and Improvements.**

County shall, at all times during the term of this Lease or any extension thereof, and at County's sole expense, keep all improvements it has constructed upon the site insured against loss or damage by fire and extended coverage hazards for not less than the full replacement value or fair market value. Towns shall, at all times during the term of this Lease or any extension thereof, and at Towns' sole expense, keep all improvements it has constructed upon the site insured against loss or damage by fire and extended coverage hazards for not less than the full replacement value or fair market value.

B. **Liability Insurance.**

County shall maintain in effect throughout the term of this Lease or any extension thereof personal injury and property damage liability insurance covering the premises in an amount of not less than \$1,000,000 for injury or death to persons and not less than \$500,000 for damage to property. Such insurance shall specifically insure County against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Towns and County, but shall be so endorsed as to create the same liability on the part of the insurers of Towns and County even though separate policies of insurance may have been obtained by the parties.

Towns shall maintain in effect throughout the term of this Lease or any extension thereof personal injury and property damage liability insurance covering the premises in an amount of not less than \$1,000,000 for injury or death to persons and not less than \$500,000 for damage to property. Such insurance shall specifically insure Towns against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Towns and County, but shall be so endorsed as to create the same liability on the part of the insurers of Towns and County even though separate policies of insurance may have been obtained by the parties.

- C. Payment of Premiums. Each party shall pay all of the premiums for insurance coverage as required above, and shall deliver to the other such policies or certificates thereof. In the event either party fails to provide such insurance coverage, the other shall be entitled to, but shall have no obligation to, effect such insurance and pay the premiums therefore which premiums shall be repayable to the party that paid upon written demand therefore to the other. Failure to make payment of insurance premiums as required hereunder shall be considered a default of the terms of this Lease. Each party shall give the other written notice of any cancellation or material alteration of any such policy within 5 days of such cancellation or material alteration.
11. Liens. Towns are obligated to keep the premises and every part thereof free from liens except for such financing instruments as may be required to construct the B.U.G. Fire Station. County shall keep the premises and every part thereof and all buildings and improvements upon the premises free and clear from all mechanics, materialmen's and other liens arising out of or in connection with the work or construction by or on behalf of County.
12. Utility Easements. This Lease is subject to any utility easements of record pertaining to the premises. County agrees to grant any other easements for public or private utilities as required by Towns, provided that such easements do not unreasonably restrict the use of the premises. Towns hereby grants County the right to ingress and egress and to vehicle parking over and upon Towns' property during the term of this Lease.
13. Indemnification.
- A. Towns shall not be liable for any loss, injury, death or damage to persons or property which may be suffered at any time by County, or by any person whosoever may at any time be using, occupying or visiting the premises of County, regardless of the cause of such injury, damage or death; and County shall indemnify Towns against all such claims, liability, loss or damage on account of any such loss, injury, death or damage. County shall further indemnify Towns against all liabilities, expenses and losses incurred by Towns as a result of County's failure to comply with any requirement of any governmental authority. The preceding sections shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the Towns, its agents or employees.
- B. County shall not be liable for any loss, injury, death or damage to persons or property which may be suffered at any time by Towns, or by any person whosoever may at any time be using, occupying or visiting the premises of Towns, regardless of the cause of such injury, damage or death; and Towns shall indemnify County against all such claims, liability, loss or damage on account of any such loss, injury, death or damage. Towns shall further indemnify County against all liabilities, expenses and losses incurred by County as a result of Towns' failure to comply with any requirement of any governmental authority. The preceding sections shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the County, its agents or employees.
14. Default.
- A. Notice of Default. County shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as required or in the furnishing of any insurance policies required, unless Towns shall first give to County thirty (30) days written notice of such default and County fails to cure such default within such thirty (30) day time period, time being of the essence as to the curing of any such default.
- B. Towns' Right to Perform. In the event that County, by failing or neglecting to do or perform any act or obligation required hereunder shall be in default and such failure shall continue for a period of thirty (30) days after written notice from Towns, then Towns may, but shall not be required to do or perform or cause to be performed such act or obligation and Towns shall not be held liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to County on account thereof. County shall

repay to Towns, on demand, the entire expense thereof, including compensation to the agents and employees of Towns.

15. **Surrender of Lease.** Upon termination of this agreement, by lapse of time, mutual cancellation or otherwise, the County shall immediately abandon and cease use of the premises, remove all personal property of County from the premises and shall surrender the leased premises to the Towns.
16. **Project Termination.** If County or Towns discontinues its involvement in this project as a result of direct legislation, legal action, or any other purpose, resulting in expense being incurred by the other party, any design professional (architect or engineer) fees and construction costs directly attributable to such action shall be paid by the discontinuing party to the other party.
17. **Allocation of Joint Expenses.** Expenses identified herein as joint expenses shall be allocated between County and Towns in the same percentage that each party's solely occupied space compares to the total inside space of the structure. Joint use / common area space shall be considered space solely occupied by the Towns for this purpose. The formula for determining the space solely occupied by each party is as follows:

Square footage solely occupied ÷ total square footage

This will be known as the "Occupancy Percentage". Based upon plans currently in place the County occupancy percentage is _____% based upon _____ sq. ft. of space and the Towns occupancy percentage is _____% based upon _____ sq. ft. of space.
18. **Design Professional (Architect or Engineer) Services.** Towns shall contract with a design professional (architect or engineer) for design of the structure. County and Towns shall each be responsible for payments to the architect for design of their portion of the structure. Design professional services for that portion of the structure which is designated as joint use / common area shall be considered a joint expense and allocated according to Occupancy Percentage.
19. **Public Bidding.** The design professional (architect or engineer) shall prepare bidding documents for the entire building for the bidding process. The Towns shall be responsible for conducting the bid process including advertising of bids, submission of bid materials to prospective bidders, and opening of bids. Towns shall be responsible for the selection of one general contractor for the entire project. Towns shall sign the construction contract with the selected general contractor. If the bid is significantly greater than the anticipated cost, Towns and County will negotiate a reduction of the cost.
20. **Site Work.** Towns represent that they already own the premises upon which the County's building is to be constructed. County and Towns shall jointly share in any expenses incurred for site work, including fill and leveling, backfill, topsoil, landscape and signage, deemed necessary upon the site according to their Occupancy Percentage.
21. **Excavation, Foundations, Laterals, Electric Service, Natural Gas Service, and Broadband.** All excavation upon the site, including any necessary blasting, installation of footings and foundations, shall be allocated according to the Occupancy Percentage.

The cost for sewer and water laterals serving the building shall be paid as a joint expense according to Occupancy Percentage.

The cost for natural gas and electric service installation shall be paid as a joint expense according to Occupancy Percentage.

The cost for fiber optic or microwave broadband service installation shall be paid as a joint expense according to Occupancy Percentage.
22. **General Building Construction Costs.** Expenditures for the general construction of the structure, except as otherwise specifically identified, shall be considered joint expenses and allocated between the Towns and County according to the Occupancy Percentage.

Any additional expenditures for construction unique to the Towns' or County's portion of the building

(such as an upgrade of one party's facility beyond the level of that of the other party) is the sole responsibility of the party requesting the additional expenditure.

23. **Joint Mechanical Facilities.** If a single mechanical system, such as heating, ventilating and air conditioning, plumbing, electrical, security, or other such mechanical system is installed, the cost for installation of such mechanical system serving both sections of the building shall be considered a joint expense and allocated according to Occupancy Percentage. Both County and Towns must agree to the installation of a jointly used mechanical system during the construction process in order for this section to apply. If no such agreement is reached, each party shall be responsible for construction of its own mechanical systems to service its portion of the building.
24. **Furnishing, Decorating and Material Selections.** Both Towns and County shall have complete control of decorating selections, material selections and furnishings for their respective portions of the building. The Towns shall have exclusive control over decorating, material selection and furniture selection for joint use/common areas of the building. The cost of furnishing and decorating, aside from basic wall paint, shall be the responsibility of each party for their portion of the building
25. **Exterior Ground Construction.** The cost for installation of driveways, parking lots, sidewalks, turf, exterior lighting, flagpole and landscaping shall be joint expenses subject to the Occupancy Percentage. In addition, any stormwater facilities necessary to be constructed upon the site shall be considered joint expenses subject to such Occupancy Percentage.
26. **Parties' Contacts for Design and Construction.** On behalf of the County, Emergency Services Director Dan Williams, 319 S 18th Ave, Sturgeon Bay, WI 54235, Ph.920.743.7100, e-mail: dwilliams@co.door.wi.us . On behalf of the Towns, _____.
27. **Identification of Joint Use/Common Areas.** The joint use / common areas are identified in *Exhibit C* (attached hereto and incorporated herein by reference). Each party shall be allowed reasonable access to and use of such areas at all reasonable times unless otherwise occupied by the other.
28. **Utilities, Internet Access, Telecommunications, and Sewer & Water.**

Utilities (i.e., electric and natural gas) will be provided to the Towns' portion of the building and County's portion of the building through a separate meter (or sub-meter). Towns and County will each pay for their own utility usage.

Sewer and water are joint expenses. These expenses will be paid according to the Occupancy Percentage.

To the extent County or Towns have special needs or requirements as to utilities, internet access, telecommunications, or otherwise, the party with the special needs or requirements shall be solely responsible for any related costs.
29. **Joint Use / Common Area Maintenance.** The responsibility for maintenance of joint use / common areas is collective. Costs of joint use /common area maintenance (including, but not limited to: snow removal from parking lots, driveways and sidewalks; lawn care and landscaping; cleaning and cleaning (and other) supplies; and trash and recyclables removal) will be paid by the parties based on their Occupancy Percentage.
30. **Building Repairs.** The cost of repairs, replacements, or interior / exterior upgrades shall be the responsibility of the party in control of that portion of the building. The cost of maintaining, repairing, replacing or upgrading any jointly used mechanical systems shall be a joint expense allocated according to the Occupancy Percentage.
31. **Outside Repairs.** Exterior ground repairs, including concrete or asphalt repair, resurfacing or replacement, shall be joint expenses allocated according to the Occupancy Percentage. Repairs of exterior building components shall be the responsibility of the party in control of that portion of the building.
32. **Right of First Refusal.** The parties agree that the use of the County building must be and remain compatible with the use of the site by the Towns as a fire station. If the County assigns its interest in this agreement to

another entity for use of the facility as an ambulance service, such entity or its successor may continue to use such facility as an ambulance facility during the term of this agreement or any extended term provided for herein. If the facility is not used as an ambulance service for a period of one year or longer, County shall offer to sell its building to the Towns at its reasonable fair market value. County shall make no attempt to sell or convey its interest in the building or this agreement without first notifying the Towns in writing. If the County intends to sell its interest in this agreement or its building to another entity, it shall present a bona fide proposal therefor to Towns; and Towns shall have one hundred and eighty (180) days within which to exercise a first right of refusal to enter into a purchase of the building from County at the same terms and conditions as those provided for in the bona fide agreement presented by the County.

- 33. **Notices.** All notices, demands or other writings in this Lease provided to be given or made or sent, shall be considered made, given or sent, shall be considered made, given or sent when made in writing and deposited in the United States Mail, registered, postage paid, and addressed as follows:

To Towns: Brussels-Union-Gardner Fire Department, Inc.,
Attn: _____

To County: County of Door
Attn: County Administrator
421 Nebraska Street
Sturgeon Bay, Wisconsin 54235

The address to which any notice, demand or other writing may be given or made or sent to any party, as above provided, may be changed by written notice given by such party as above provided.

- 34. **Governing Law.** This Lease shall be governed by the laws of the State of Wisconsin.
- 35. **Entire Agreement; Modification; Severability.** This Lease contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing executed by the parties. If any term or provision of this Lease is or becomes, to any extent, invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each remaining term and provision shall be valid and enforceable.

THIS IS INTENTIONALLY LEFT BLANK, THE SIGNATURE PAGES FOLLOWS

IN WITNESS WHEREOF, the Towns and County have executed this Lease in duplicate as of the day and year first above written.

TOWN OF BRUSSELS

By: _____
Joe Wautier, Town Chairman

By: _____
JoAnn Neinas, Town Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF DOOR)

Personally came before me this ____ day of _____, 2016, the above-named Joe Wautier and JoAnn Neinas, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires _____

TOWN OF GARDNER

By: _____
Jon Koch, Town Chairman

By: _____
Amy Sacotte, Town Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF DOOR)

Personally came before me this ____ day of _____, 2016, the above-named Jon Koch and Amy Sacotte, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires _____

TOWN OF UNION

By: _____
John Bur, Town Chairman

By: _____
Rena LaLuzerne, Town Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF DOOR)

Personally came before me this ____ day of _____, 2016, the above-named John Bur and Rena LaLuzerne, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires _____

COUNTY OF DOOR

By: _____
David Lienau, County Board Chairman

By: _____
Jill M. Lau, County Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF DOOR)

Personally came before me this _____ day of _____, 2016, the above-named David Lienau and Jill M. Lau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires _____

DOOR COUNTY PLANNING DEPARTMENT APPLICATION FEE SCHEDULE

ZONING APPLICATIONS	
Comprehensive Zoning Ordinance Regular Zoning Permit Fees	
Footprint of Structure/Use ≤ 120 sq. ft.	75.00
Footprint of Structure/Use 121 - 999 sq. ft.	175.00
Footprint of Structure/Use 1,000 - 1,999 sq. ft.	250.00
Footprint of Structure/Use 2,000 - 4,999 sq. ft.	350.00
Footprint of Structure/Use 5,000 sq. ft. and greater	500.00
Miscellaneous uses and activities requiring regular zoning permit but with no establishment or conversion of structure (e.g., intensification of existing use)	150.00
Miscellaneous uses and activities requiring regular zoning permit but with no measurable footprint (e.g., structural alterations/repairs)	150.00
Sign Permit Application	75.00
Conservation Subdivision	500.00
Shoreland Zoning Permit (applied in addition to any other required permits/fees)	100.00
Petition for Grant of Variance or Conditional Use Permit, comp. or shoreland	450.00
Permit revision, comprehensive or shoreland	50.00, if no inspection required 100.00, if inspection required (or difference between categories)
Permit renewal, comprehensive or shoreland	50.00, if no inspection required 100.00, if inspection required
NOTE: For any of above projects started without permit:	
<ul style="list-style-type: none"> • 1st violation: Payment of double application fee. • 2nd violation within 36 months: Payment of triple application fee. • 3rd violation within 36 months: Payment of quadruple application fee. <p>Note: Enforcement action may also be initiated for any of the above violations.</p> <ul style="list-style-type: none"> • 4th violation within 36 months: Summons and complaint seeking both injunctive relief and monetary penalties. 	
Shoreland Mitigation Permit	500.00
Shoreland Mitigation Permit Including Storm Water Runoff Control Plan	1000.00
Impervious Surface Authorization (Requires Storm Water Runoff Control Plan)	1000.00
Combined Shoreland Mitigation Permit and Impervious Surface Authorization	1000.00
Modification of any of the above	500.00, or 1000.00 if storm water
Appeal	450.00
Door County Zoning Ordinance Amendment Petition (Map and/or Text)	550.00
Door County Comprehensive Plan Amendment (Map and/or Text)	900.00
LAND DIVISION APPLICATIONS	
Minor Land Division or Minor Site Condominium	100 + 25 per lot or building site
Major Land Division Preliminary Plat or Major Site Condominium	500 + 25 per lot or building site
Major Land Division Final Plat or Major Site Condominium Final Review	350.00
NOTE: Land division re-submittals same as above fees.	
OTHER APPLICATIONS	
New Communication Tower and Associated Facilities, or Substantial Modification (including Class I Co-Location)	500.00
Minor Modification to Existing Communication Tower (including Class II Co-Location)	100.00
Wind Energy System, as defined by WI PSC	1,750.00
Small Wind Energy System, as defined by WI PSC	150.00
Floodplain Permit	100.00
Address sign & post and installation	One-time fee of 40.00
Verification of compliance with Airport Height Ordinance	50.00