AMENDED AGENDA

1. Call Meeting to Order
2. Establish a Quorum
3. Adopt Agenda / Properly Noticed
4. Approve Minutes of February 10, 2021 Facilities & Parks Committee Meeting
5. Correspondence
6. Public Comment
7. Supervisors Response
8. Department
   A. Washington Island Ferry Line, Inc. 2020 Summary Report
9. Parks Division
   A. Friends of the Door County Parks System Report
   B. Invitation to Bid Draft – Safety Platform Installation – Forestville Dam
   C. Invitation to Bid Draft – Ellison Bluff Road – Double Chip seal – Review/Approve
   D. Boat Launch Reserve Account 100.32115 Review 2020 Revenue and Expense
   E. Review Boat Launch condition report – Set Course for Capital Improvements to Facilities
   F. *Revisit Resolution No. 2020-79 – Acquisition of Real Property for Public Parks Purposes [PIN 002-02-06292833D] – Fund Purchase Subject to Reimburse
10. Facilities Division
   A. Invitation to Bid – Manufactured Home(s) – Accept Bids, Review, Approve or Possibly Award
   B. Washington Island Government Center- Phase II Review Construction Drawings at 95% Completion Prior to Bidding
   C. Vehicle Replacement Program - 2021 Bucket Truck Replacement
11. Fair Board Liaison Report
12. Request for Agenda Items for Next Month’s Meeting
13. Review of Vouchers, Claims and Bills
14. Next Meeting Date
   • Regular Meeting – tbd April, 2021 – 9:00 a.m.
15. Meeting Per Diem Code
16. Adjourn

Deviation from order shown may occur
Call Meeting to Order
The Wednesday, February 10, 2021 Facilities and Parks Committee meeting was called to order by Chairman Dan Austad at 9:00 a.m. at the Door County Government Center.

Establish a Quorum
Members present: Dan Austad, Susan Kohout, Ken Fisher, Alexis Heim Peter, and David Enigl. Roy Englebert attended virtually. Nancy Robillard was excused.

Others present: Administrator Ken Pabich, Facilities & Parks Director Wayne Spritka, Parks Manager Burke Pinney, Facilities Manager John Berglund, and County Clerk Jill Lau.

Adopt Agenda / Properly Noticed
Motion by Enigl, seconded by Kohout to approve the agenda. Motion carried by voice vote.

Approve Minutes of January 19, 2021 Facilities & Parks Committee Meeting
Motion by Fisher, seconded by Heim Peter to approve the minutes of the January 19, 2021 Facilities & Parks Committee meeting. Heim Peter noted a change to the second to the motion for the grant for the kayak launch; the motion was seconded by Heim Peter. Heim Peter requested the minutes reflect that she questioned if the sealants to be used for the repairs of the parking lot at Chaudoir’s Dock were environmentally friendly. Motion carried by voice vote.

Correspondence
- SB Utilities Letter re: rate increases
- Letter from Dan Woerfel re: road repairs leading to Cave Point County Park
- Supervisor Kohout reported she had received several calls re: the 980 housing

Public Comment
N/A.

Supervisors Response
N/A.

Department
Draft Annual Report
The draft report was included in the meeting packet and was reviewed. Motion by Enigl, seconded by Englebert to accept the report, with suggested amendments, and place on file. Motion carried by voice vote.

Draft Annual Gift, Grant, Donation Report
The draft report was included in the meeting packet and was reviewed. Discussion regarding the cave at Horseshoe Bay. Motion by Kohout, seconded by Heim Peter to accept the report. Motion carried by voice vote.

Door County Mental Health Focus Group- Suicide Awareness Sign Display Request
A memo outlining the request from Cori McFarlane, Deputy Director of Health & Human Services, was included in the meeting packet and was reviewed. The request is for permission, on behalf of the Mental Health Focus Group, to display a couple of the large lighthouses on county property; one on the grounds of the Government Center and one outside the ADRC/EMS Community Center. Motion by Enigl, seconded by Kohout to approve the request. Motion carried by voice vote.
Completion of Introductory Period- Darrel Augustson
FYI/reviewed.

Parks Division
Friends of the Door County Parks System Report
Pinney reported the Friends Group has still not had any in-person meetings. No current developments or action to report.

Resolution 2021 - ___ Approval of Gift, Grant and/or Donation for the Maintenance and Rehabilitation of the Ahnapee State Trail
Pinney reported the resolution is a request to apply for a grant with a 50% match for maintenance and rehabilitation of the Ahnapee State Trail in the sum of $35,000.

Motion by Fisher, seconded by Kohout to approve the resolution and move it on to County Board. Motion carried by voice vote.

Request for Year End Carry Over Year Ending 2020
The request is to carryover $4,566.89 for the purchase of a sickle bar mower. Pinney explained the equipment was ordered last fall but due to delays in production related to COVID the equipment is not expected to ship until March 2021. Motion by Fisher, seconded by Englebert to approve the carryover. Motion carried by voice vote.

Facilities Division
Housing of Sexually Violent Person (Section 980) – Site Engineering Phase I Analysis
The report for Phase I analysis from MACH IV was included in the meeting packet and was reviewed. Three options for placement were analyzed. Estimated costs were included in the report. Staff recommends moving forward with option 2 and locating the units to the front northeast of the Justice Center building. The modular houses are out for bid. The City of Sturgeon Bay may be interested in partnering with the County for housing of inmates that would normally reside within City limits; this will require further discussion. Estimated costs for earthwork, water service, sanitary sewer service, paving, road repair and culverts for option 2 is $111,300. If approved, Phase II will consist of the creation of a Certified Survey Map with development of at least four (4) lots. Phase II will also firm up the cost analysis for the development of utility infrastructure and detailed site planning that may be used for bidding and construction of the Utility services.

Motion by Fisher, seconded by Kohout to approve moving forward with Phase II, option 2, site development with MACH IV Engineering. Kohout noted community messaging is going to be very important. Motion carried by voice vote.

Hwy Dept. Salt Brine Facility Recommendation
Highway Commissioner John Kolodziej explained the County has received a grant for the salt brine equipment. Part of the grant agreement required a building to house the equipment. Analysis was conducted for a precast building versus an addition to the wash bay at the Highway Shop on Duluth Avenue. The Highway Department requests a $170,000 from Highway Department Operational Budget be transferred to be used for the building addition to the wash bay. The Highway Committee has reviewed and approved. Commissioner Kolodziej would like to move this forward as soon as possible so planning can begin and the building and equipment is operational prior to the next snow season. This will be brought forward to both the Finance Committee and the full County Board.

Fair Board Liaison Report
No report; next Fair Board meeting will be held February 18th.

Request for Agenda Items for Next Month’s Meeting
Nothing as of this meeting.

Review of Vouchers, Claims and Bills
Reviewed.
Next Meeting Date
  • Regular Meeting – March 10, 2021 – 9:00 a.m.

Meeting Per Diem Code
210.

Adjourn
Motion by Fisher, seconded by Enigl to adjourn. Time: 10:02 a.m. Motion carried.

Respectfully submitted, Jill M. Lau, County Clerk
January 29, 2021

Wisconsin Department of Transportation
Attn: Michael Halsted
Harbor Assistance Program
4802 Sheboygan Ave. - #701
P.O. Box 7910
Madison, WI 53707-7910

Northport Harbor / Detroit Harbor Navigational Channel - Annual Report

Dear Mr. Halsted:

The following are statistics for our combined 2020 commercial activity report for both Northport Harbor, and Detroit Harbor Navigational Channel:

2020 TRAFFIC SUMMARY

<table>
<thead>
<tr>
<th>Round Trips</th>
<th>4608</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Evacuations</td>
<td>25</td>
</tr>
</tbody>
</table>

FREIGHT CARRIED

<table>
<thead>
<tr>
<th>Propane/Gasoline/Fuel Oil/Diesel</th>
<th>668,917 gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fish</td>
<td>20 tons (est.)</td>
</tr>
<tr>
<td>Misc. Freight</td>
<td>4236 tons</td>
</tr>
<tr>
<td>Refuse</td>
<td>719 tons</td>
</tr>
</tbody>
</table>

NARRATIVE

Washington Island Ferry Line missed 5 scheduled trips in 2020, with all cancellations occurring on 10/31/20 and 11/1/20 during a prolonged period of storm force winds from the South and North.
With reduced demand due to COVID impacts on travel, sailing schedules were reduced in late March, April, May, and early June. Demand during this time averaged -65% from the same period in previous year.

Capital Improvements to Dock in 2020:
- Electrical service relocation, upgrades and modification for high lake levels totaled: $13,317.72
- Surface and above grade structural repair and modifications due to high lake levels totaled: $14,788.53

In late 2020, WIFL began the engineering, design, and WDNR permit process to repair/modify the North loading ramp and apron with the ultimate goal of installing a 40-44’ loading ramp (similar or identical to the other 2 loading ramps currently in use on the dock) with 75T lift capacity and hydraulically adjustable for use throughout an approximately 7’ range of lake levels, and to increase carrying capacity and service life of the adjoining loading ramp apron. This project will potentially be phased over 1-3 years based on permit conditions, options for modification/construction methods based on existing lake levels, and to maintain service continuity throughout the project.

Sincerely,

Hoyt Purinton, WIFL

Cc: Grant Thomas, Door County Corporation Counsel
Tuesday, July 28, 2020

Wayne Spritka, Director
Door County Facilities and Parks Department
3538 Park Drive
Sturgeon Bay WI  54235

Subject: Follow-up on work directives. Forestville Dam, Field File #: 15.01, DKSN = 253, Door County.

Dear Wayne Spritka, Director:

Thank you for submitting your May 21, 2020 letter describing the work completed on your required work directives. Those directives were based on the Owner inspection for the Forestville Dam performed by AECOM - Diemer, Peter on October 22nd, 2018.

However, some of those work items have not been completed. For those uncompleted work Directives, we have provided a time extension. Your new completion schedule for those uncompleted items are summarized below.

<table>
<thead>
<tr>
<th>Summary of Requirements</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Investigate and provide a safety system for sluice gate operations.</td>
<td>July 31, 2021</td>
</tr>
<tr>
<td>2. Repair of the undersides of the concrete abutments.</td>
<td>July 31, 2021</td>
</tr>
<tr>
<td>3. Repair bar screen as recommended by DNR Fisheries Nick Negler.</td>
<td>July 31, 2021</td>
</tr>
<tr>
<td>4. Update and submit to the DNR your EAP and IO&amp;M plans.</td>
<td>July 31, 2021</td>
</tr>
</tbody>
</table>

Your next required inspection is scheduled for 2028. You will need to hire a Professional Engineer and submit the report to the Department at that time. If you have any questions, please contact me.

Sincerely,

Miles A. Winkler

Miles A. Winkler, P. E.

Water Management Engineer
Wisconsin Department of Natural Resources
Green Bay office

Copy to:  Nick Legler – WI DNR – Fisheries Biologist (via. email)  
          Kay Lutze – WI DNR – Mishicot (via. email)  
          Tanya Lourigan – WI DNR – Madison (via. email)
INVITATION TO BID

Door County Forestville Dam County Park – Safety Platform Construction

Door County seeks to contract with a qualified contractor for the above project, which includes construction and installation of a new safety-platform attached to the Forestville Dam.

Specifications, instructions, and contract may be obtained online at www.co.door.wi.gov or from Facilities & Parks Director Wayne Spritka (920)746-2211 or wspritka@co.door.wi.us. Proposals must conform to the requirements of the specifications, instructions, approved drawings and contract.

Proposals must be submitted to and received by the Facilities and Parks Director’s Office, Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin, 54235 by 12:00 p.m. on Wednesday April 07, 2021 and will be publicly opened that day at 12:30 p.m. in the Office, Room #B361.
INSTRUCTIONS

SAFETY PLATFORM – FORESTVILLE DAM COUNTY PARK

1. **BIDS:**

   Bids, *in duplicate*, must be sealed in an opaque envelope labeled “Forestville Dam Safety Platform-PROJECT – Forestville Dam County Park,” and be received by the Facilities & Parks Office on or before 12:00pm on April 07, 2021.

   Bids must set forth the scope of work to be completed and the qualifications of the individual or entity submitting the bid [hereinafter “bidder”]. Any deviation from the Specifications or these Instructions must be noted clearly and concisely. Legibility, clarity and completeness are essential.

   Bids must be dated and signed by the bidder or by a duly authorized representative of the bidder. Bids must remain firm for a period of thirty (45) days beyond the date of proposal opening.

   Issuance of the Invitation to Bid does not confer any rights to any prospective bidder and does not obligate Door County to enter into a Public Works Contract. Any costs associated with the preparation of a response to the Invitation to Bid shall be the sole responsibility of the bidder.

   Door County will use discretion with regards to disclosure of proprietary information contained in any bid, but cannot guarantee that information will not be made public. As a governmental entity, Door County is subject to Wisconsin’s Public Record Law. Any confidential or proprietary information should be clearly marked as such.

   Once submitted, the bids and any supplementary documents become the property of Door County.

2. **BID BOND:**

   Each bid must be accompanied by a certified check, cashier's check or a bid bond equal to at least 5% of the bid, payable to Door County as a guarantee that if the bid is accepted the bidder will execute a Public Works Contract and file a performance bond and insurance as required within thirty (30) days after award of the contract by Door County. If an intended awardee so executes the agreement and files bonds and insurance as required, the check or bid bond will be returned. In case the intended awardee fails to execute the contract and file bonds and insurance as required by the contract documents, the amount of the check or bid bond submitted with the proposal shall be forfeited as liquidated damages.

3. **QUALIFICATIONS OF BIDDER:**

   Bidder shall be licensed, certified, accredited, and have all necessary qualifications to perform the work contemplated. Door County may investigate as it deems necessary to determine the ability of the bidder to perform the work. Door County reserves the right to reject any proposal if the bidder fails to satisfy Door County that the individual or entity is qualified to perform the work contemplated.

   Door County may, in its sole discretion, require bidders to submit sworn statements as to financial ability, equipment, and experience in the work prescribed and other matters that Door County may require for the protection and welfare of the public in the performance of a public contract. Bidders offering bids are strongly encouraged to incorporate such information into their bids.

4. **CONSIDERATION/AWARD OF CONTRACT:**
Door County reserves the right to reject or accept any or all bids, or parts thereof, and/or waive technical defects and informalities.

Door County will consider all elements when determining the qualifications and responsibility of the bidder. The award of this contract shall be to the lowest qualified and responsible bidder offering a compliant proposal. A qualified and responsible bidder is one who is not only financially able, but who is possessed of the judgment, skill, ability, capacity, and integrity requisite and necessary to perform a public contract according to its terms.

Door County may supplement or change specifications during this process. Notice of supplementation or change shall be given through the issuance of an addendum. Any such addendum will be forwarded to all persons who have requested a bid packet or submitted a bid, and have provided contact information.

Door County or its designee may choose to conduct interviews of qualified and responsible bidders. Further, qualified and responsible bidders may be required to make presentations to Door County or its designee.

Door County reserves the right to negotiate deductive changes in the lowest qualified bid.

5. **CONTRACT:**

The successful bidder shall execute a Public Works Contract, substantially similar to the Draft Public Works Contract included with the Instructions and Specifications, within thirty (30) days after notice of the award of the contract is given. The Invitation to Bid, Instructions, Specifications, and bid in their entirety form the primary basis of the contract.

Door County reserves the right to supplement the contract after bid consideration and award. County will consider supplemental contractual language submitted by the selected bidder.

6. **LAWS AND REGULATIONS:**

The successful individual or entity must be cognizant of and shall scrupulously adhere to all applicable federal, state, and municipal laws, orders, ordinances, regulations and rules. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

Proposals, bids, any award of contract, and work hereunder are at a minimum subject to Wisconsin Statutes Sections 59.52, 66.0901, 779.14, and 779.15. Persons and entities submitting bid proposals must be aware of and comply with all applicable statutory requirements.

This project constitutes a “public work” within meaning of the prevailing wage rate statute.

7. **LATE PROPOSALS:**

Proposals that are not timely received will not be considered. Late proposals will be returned, unopened, to the bidder.

8. **INDIVIDUAL’S OR ENTITY’S CERTIFICATE**

Each individual or entity shall incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has; examined and carefully checked the Invitation to Bid, Instructions, Specifications, and Draft Public Works Contract; conducted a due diligence investigation; and offered a fully compliant bid proposal.
SUBJECT: FORESTVILLE DAM COUNTY PARK - SAFETY PLATFORM CONSTRUCTION

DATE: February 18, 2021

1.0 SPECIFICATIONS

1.1 WORK COVERED BY CONTRACT: The contractor shall provide all labor, materials, equipment, transportation, and supervision necessary to perform the work as described herein. All work shall be conducted per this scope of work and all applicable Federal, State, and local laws, regulations, codes and directives. This summary is not all-inclusive and delineates only those work items deemed as major to the contract. Ancillary work items not listed below, though necessary to attain the completed project, shall be included in the contract.

1.2 GENERAL: Construct and Install a safety platform on the Forestville Dam. Platform is used to safely perform dam activities such as valve operation and maintenance. Construct and install a new safety platform IAW State of Wisconsin approved engineered plans developed by Till Engineering.

1.3 Installation shall conform to manufactures requirements as to maintain all manufacture warrantee requirements. If waivers are required to provide installation of proposed units, contractors shall provide correspondence of waivers authorized within their proposal packet.

2.0 SCOPE OF WORK: General conditions and specifications are listed on the Engineering and Construction plan. Contractors are required to review the General conditions within the plan drawings.

2.1 DETAIL ITEMS OF WORK: All Specification can be found on Published plan drawings.

2.2 Plan Availability: Bid documents are available from the Facilities & Parks Director, wspritka@co.door.wi.us

Site address:
Forestville Dam County Park
475 Mill Rd
3. REGULATIONS: The Contractor, his employees, and sub-contractors shall become familiar with and obey all group regulations. All personnel employed on the project shall keep within the limits of the work and avenues of ingress and egress, and shall not enter any other areas outside the site of work unless required to do so in the performance of their duties. The Contractor’s equipment shall be conspicuously marked for identification. There shall be no smoking in any County building.

4. WORK HOURS: The Contractor shall perform all site work during the normal operational hours of 7:00 AM and 4:30 PM, Monday through Friday, except State Holiday. Any deviations from normal work hours will be at the discretion of the Facilities and Parks Director.

5. PERFORMANCE: All work shall start within 30 days of the notice to proceed. Work shall continue until the project is completed.

6. CLEANUP OF WORK AREAS: The Contractor shall remove and properly dispose of all trash and debris incident to the contract work from the limits of government property, as well as all adjacent affected areas. Remove and transport debris in a manner that will prevent spillage on streets or adjacent areas. Disposal shall be in accordance with Federal, state, and local regulations. Restore work site to a condition comparable or better than originally encountered prior to excavation.

7. ACCEPTANCE OF WORK: Prior to the acceptance of work by the County, the Contractor shall arrange, through Facilities and Parks Director, an inspection of the work site to ensure proper operation, to identify necessary corrective work, and to ensure proper work area cleanup.

***** SUBMITTALS *****

1. GENERAL: The Contractor shall submit to the POC (2) copy of the Quotation, mill/manufacturer’s certification, descriptive literature, test results, and/or other information/documentation required by this specification and itemized.

2. DEFECTIVE WORK: Nothing contained in the Contract Item Approval Request, when approved by the Project Manager, shall restrict the Government’s rights to reject materials at a later date where inspection reveals latent defects in all or individual items, departures from requirements of the contract, use of damaged articles or materials, and improper installation; nor does this approval prejudice the Government’s rights of rejecting any work found defective during the Final Inspection and Acceptance.

2.1 Proceeding with Contract work utilizing submittal items requiring Project Manager’s approval or acceptance, prior to receiving said approval or acceptance, shall be at the Contractor’s risk, and may jeopardize contract performance.
Bid Form

Project: Forestville Dam County Park – Safety Platform Construction & Installation

Bid Description:

Base Bid: Total Building Package

To include, but not limited to, all requirements within the drawings and the bid document.
This includes, but not limited to excavation, concrete, structural steel erection, and miscellaneous installations.

Alternates: to be considered after consulting with the design architect.

Date: ________________

Company Name: __________________________________________

Company Address: _________________________________________

Bid:
Based on the plan documents and specifications, please break down the following portions of work as it relates to the project:

Structural Steel- Materials Earthwork: $___________
Labor: $___________
General Conditions- Profit $___________

Base Bid Total: $ ________________
DOOR COUNTY PUBLIC WORKS CONTRACT
SAFETY PLATFORM – FORESTVILLE DAM COUNTY PARK

In consideration of the mutual promises set forth below, the County of Door, a body corporate, ("Owner") and "Contractor" makes this contract as of the 20th day of 2021, and agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “work”:

A. Provide, perform, and complete all labor, services, equipment, and materials necessary to accomplish the project at the work site as set forth in the Request for Proposal, Instructions, Specifications, and Contractor’s XX/XX/XXXX bid proposal, all of which are attached hereto and incorporated herein by reference as if set forth in full.

B. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the project.

C. Procure and furnish all bonds and all certificates and policies of insurance specified in this contract.

D. Do all other things required of Contractor by this contract.

1.2 If ambiguities or conflicts exist between the provisions of this Contract and any document incorporated by reference herein, an attempt should be made to reconcile the provisions to give effect to both if reasonably practicable. If not, then the provisions of this Contract control.

ARTICLE 2 - STANDARDS OF PERFORMANCE

2.1 Contractor shall provide, perform, and complete all work in a proper and workmanlike manner, consistent with the highest professional standards applicable to such work, with the greatest economy, efficiency, and expedition consistent therewith.

ARTICLE 3 - ABILITY TO PERFORM

3.1 Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this Contract.
3.2 Contractor warrants and represents that it is entitled to conduct business in Wisconsin, is financially solvent, and has the resources necessary to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this contract.

ARTICLE 4 - TIME

4.1 Contractor represents and warrants that it is ready, willing, able, and prepared to begin the work on the commencement date and that the contract time is sufficient time to permit completion of the work in full compliance with, and as required by, this contract all with due regard to all natural and man-made conditions that may affect the work or the work site and all difficulties, hindrances, and delays that may be incident to the work.

4.2 Contractor shall commence the work not later than XXXXXXX, 2021.

4.3 Contractor shall diligently and continuously prosecute the work at such a rate as will allow until the work is fully completed.

4.4 Time is of the essence as to commencement date, rate of progress, and completion date.

ARTICLE 5 - FINANCIAL ASSURANCES

5.1 Contemporaneous with Contractor’s execution of this contract, Contractor shall provide a public works bond as provided in Section 779.14, Wisconsin Statutes. Contractor shall, at all times while providing, performing, or completing the work, maintain and keep in force, at Contractor’s expense, any and all bonds required hereunder.

5.2 Contemporaneous with Contractor’s execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in this contract. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the work maintain and keep in force, at Contractor’s expense, the minimum insurance coverage and limits set forth in this contract. Owner shall be an additional named insured (insured for the additional named insured’s conduct to the same extent as if the additional named insured was the policy holder) and an additional insured (insured for the additional insured’s liability that arises from the conduct of the policy holder and is not insured for liability that arises from the conduct of the additional insured).

5.3 Contractor shall be responsible for the payment of all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work in accordance with Section 779.14, Wisconsin Statutes.
5.4 Insurance Coverage:
   A. Workers Compensation and Employer’s liability with limits in compliance with the applicable provisions of the laws of the State of Wisconsin.
   B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented not less than: one hundred thousand dollars [$100,000.00] bodily injury per person and three hundred thousand dollars [$300,000.00] bodily injury per occurrence; and fifty thousand dollars [$50,000.00] property damage per occurrence. All employees shall be included as insured.
   C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than one million dollars [$1,000,000.00] and compulsory coverages including bodily injury liability and property damage liability. Such coverage shall include blanket contractual liability (i.e., must expressly cover this project and the indemnity provisions of this Contract).

ARTICLE 6 - PAYMENT

6.1 Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Contract, and Contractor shall accept in full satisfaction for providing, performing, and completing the work, the amount(s) set forth in attached Contractor’s Proposal, subject to any additions, deductions, or withholdings provided for in this contract. The contract price shall be paid in one lump sum payment.

6.2 Owner may make direct payment to subcontractors or suppliers or pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors or suppliers.

6.3 When the work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection. Contractor’s notice of completion shall be given sufficiently in advance of the completion date to allow for scheduling of the final inspection and for completion or correction before the completion date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, non-conforming, incomplete, or otherwise not in full compliance with or as required by or pursuant to, this contract.

6.4 The work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this contract.

6.5 As soon as practicable after final acceptance, Contractor shall submit to Owner a pay request in a form acceptable to Owner. Owner shall pay to Contractor the contract price, after deducting therefrom all charges against Contractor as provided for in this contract. Final payment shall be made not later than sixty (60) days after Owner approves the final pay request.
6.6 The acceptance by Contractor of final payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liability, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the work.

**ARTICLE 7 - DEDUCTIONS**

7.1 Owner shall have the right to deduct and withhold from any progress or final payment that may be or become due under this contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

A. work that is defective, damaged, flawed, unsuitable, non-conforming, or incomplete;
B. damage for which Contractor is liable under this contract;
C. state or local sales, use, or excise tax from which Owner is exempt;
D. liens or claims of lien regardless of merit;
E. claims of subcontractors, suppliers, or other persons regardless of merit;
F. delay in the progress or completion or work;
G. inability of Contractor to complete the work;
H. failure of Contractor to properly complete or document any pay request;
I. the cost to Owner (including attorneys’ fees, disbursements, and costs) of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in this contract.

**ARTICLE 8 - LIENS**

8.1 Nothing in this contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this contract after they have been installed in, incorporated into, attached to, or affixed to, the work or the work site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner. Such shall not release Contractor from its duty to insure and protect the work in accordance with the requirements of this contract.

8.2 Contractor shall, from time to time and prior to final payment, furnish to Owner such waivers, receipts, releases, certificates, affidavits and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the work or this contract and that no right to file any lien exists in favor of any person whatsoever.
8.3 If at any time any notice of any lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such lien.

8.4 This article is for the protection of Owner only. This article shall not operate to relieve Contractor’s surety or sureties from any of their obligations under this contract. This article shall not be deemed to vest any right, interest, or entitlement in any subcontractor or supplier.

ARTICLE 9 - SUBCONTRACTORS AND SUPPLIERS

9.1 Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.

9.2 All subcontractors, suppliers, and subcontract used by Contractor shall be acceptable to, and approved in advance by, Owner. All subcontractors or suppliers used by Contractor must agree to be bound by the terms, provisions and conditions of this contract so far as they are applicable to the work undertaken by the subcontractor or supplier. Owner’s approval of any subcontractor or supplier shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the work in full compliance with, and as required by or pursuant to, this contract.

9.3 Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.

9.4 If any subcontractor or supplier fails to perform the part of the work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such termination.

9.5 Contractor shall pay all claims for labor, services, or materials, by subcontractors and/or suppliers that pertain to the public improvement or public work.

9.6 Nothing in this contract shall be construed to create any contractual relationship between Owner and any subcontractor or supplier.

ARTICLE 10 - SUSPENSION OR TERMINATION OF WORK

10.1 Owner may terminate or suspend the work in whole or in part at any time, solely for the Owner’s convenience, by written notice to Contractor. Such notice shall state the extent and effective date of such termination or suspension. On such effective date Contractor shall, as and to the extent directed, stop work under this contract, cease all placement of further
orders or subcontracts, terminate, or suspend work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest.

10.2 In the event of any termination or suspension by Owner under this Article, Owner shall pay Contractor for all work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination or suspension.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor agrees that it shall protect, indemnify, and hold harmless the Owner and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney’s fees resulting from the negligence or fault of the Contractor or the Contractor’s officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.

11.2 Owner agrees that it shall protect, indemnify, and hold harmless the Contractor and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney’s fees resulting from the negligence or fault of the Owner or the Owner’s officers, officials, employees, and agents arising out of, resulting form or in any manner connected with the performance or nonperformance of this contract.

11.3 Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the Owner.

ARTICLE 12 - LABOR STANDARDS

12.1 The Contractor shall comply with the applicable state and/or federal labor standards and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith. This includes, but is not limited to, compliance with prevailing wage rates and hours of labor. Owner reserves the right to terminate this contract if Contractor, any subcontractor, or supplier breaches any of the applicable labor standards.

ARTICLE 13 - NON-DISCRIMINATION

13.1 During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
ARTICLE 14 - AFFIRMATIVE ACTION

14.1 During the term of this contract Contractor shall comply with all applicable affirmative action mandates.

ARTICLE 15 - EQUAL EMPLOYMENT

15.1 During the term of this contract Contractor shall comply with all applicable equal employment obligations.

ARTICLE 16 - PUBLIC RECORD REQUESTS

16.1 Contractor shall maintain records in connection with this contract in a manner sufficient to meet the requirements of the Wisconsin’s Open Record Law (“WORL”) set forth in Section 19.31 - 19.39 Wis. Stats. Contractor shall assist Owner in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.

ARTICLE 17 - SAFETY OF WORK SITE

17.1 Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the work site. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

ARTICLE 18 – CONTACT INFORMATION

18.1 Owner’s contact information is: Wayne Spritka; Facilities & Parks Director; Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin; Ph. 920.746.2211; wspritka@co.door.wi.us.

18.2 Contractors Information: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

ARTICLE 19 - DISPUTES AND REMEDIES

19.1 To avoid and settle without litigation Owner and Contractor agree to engage in good faith negotiations regarding any disputes that may arise.

19.2 If the dispute resolution procedure set forth in Article 19.1 fails to resolve any dispute to the satisfaction of Owner or Contractor, either party shall be entitled to pursue such remedies as it may have in law or equity.
ARTICLE 20 - GOVERNING LAWS/VENUE

20.1 This contract and the rights and obligation of Owner and Contractor under this contract shall be interpreted according to the laws of the State of Wisconsin.

20.2 Venue, as to any dispute that may arise under this contract, shall be in the Circuit Court, County of Door, State of Wisconsin. If federal jurisdiction, then the U.S. District Court, Eastern District of Wisconsin, Green Bay, Wisconsin.

ARTICLE 21 - RELATIONSHIP OF PARTIES

21.1 Contractor shall act as an independent contractor in providing and performing the work under this contract.

21.2 Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or a joint venture between Owner and Contractor.

ARTICLE 22 - ASSIGNMENT

22.1 Contractor shall not assign this contract in whole or in part.

22.2 Contractor shall not assign any of its rights or obligations under this contract.

22.3 Contractor shall not assign any payment due or to become due under this contract.

ARTICLE 23 - BINDING EFFECT

23.1 Owner and Contractor represent and warrant that it has carefully reviewed and fully understands this contract, including its attachments.

23.2 This contract shall be binding upon and shall inure to the benefit of Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

ARTICLE 24 - SEVERABILITY

24.1 The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole.

24.2 In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.
ARTICLE 25 - FORCE MAJEURE

25.1 Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, closures, cancellations or lapses in performance, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, state emergency, pandemics / epidemics, terrorism, war, acts of a public enemy, governmental restrictions, laws or regulations, or any other laws, whether similar or dissimilar to those enumerated, beyond its reasonable control.

ARTICLE 26 - AMENDMENTS

26.1 No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless, and until such is reduced to writing and executed by Owner and Contractor.

Accepted and Agreed this _____ Day of May, 2021.

________________________________________

XXXXXXXXXXX, Duly Authorized Signatory for XXXXXXXXXX (“Contractor”)

Accepted and Agreed this ___________ Day of May, 2021.

________________________________________

Wayne Spritka
Facilities and Parks Director

Accepted and Agreed this ___________ Day of May, 2021.

________________________________________

Ken Pabich
County Administrator

Approved as to Form this ___________ Day of May, 2021.

________________________________________

Grant P. Thomas
Corporation Counsel
Monday, October 12, 2020

Wayne Spritka, Director
Door County Facilities and Parks Department
3538 Park Drive
Sturgeon Bay WI  54235

Subject:   Plan Approval for the Forestville Dam, safety system for sluice gate operations and associated maintenance work, Field File No. 15.01, Dam Key Sequence No. 253, Village of Forestville, and Door County.

Dear Wayne:

We are sending you this Dam Plan Approval for the Forestville Dam.   The approval is for the work associated with the sluice gate safety system together with all maintenance work as outlined in the Departments July 28th work Directives letter.   The proposed plans as prepared by Michael J. Till P.E. and dated July 23rd, 2020 are hereby approved.

Included in the Dam plan approval is a list of ordered conditions, which must be followed.  A copy of the document must be posted for reference at the project site. Please read your plan approval conditions carefully so that you are fully aware of what is expected of you.

Please note that you are required to notify me prior to starting construction and submit a verified statement to the Department within 10 days after completion of the work, stating that it was constructed in accordance with the Plan Approval issued by the Department.

If you have questions about this document, please call me at 920-621-1518.

Sincerely,

Miles A. Winkler

Miles A. Winkler, P.E.
Water Management Engineer
Bureau of Watershed Management
miles.winkler@wisconsin.gov

cc.   Kay Lutze – WI DNR – Green Bay (via. email)
      Sarah Szabo – WI DNR – Green Bay (via. email)
      Tanya Lourigan – WI DNR – Madison (via. email)
BEFORE THE DEPARTMENT OF NATURAL RESOURCES IN THE MATTER OF:  Plan Approval for the Forestville Dam.  The proposed work includes the sluice gate safety system together with all maintenance work as outlined in the Departments July 28th work directives letter.  Field File No. 15.01, Dam Key Sequence no. 253, located on the Ahnapee River, Village of Forestville, and Door County.

FINDINGS OF FACT

1. The project area is located along the Ahnapee River, in the SE ¼ of the SW ¼, Section 29, Town 26 North, Range 25 East, Village of Forestville, Door County, Field File No. 15.01, and Dam Key Sequence No. 253.

2. The plans, Drawings S1 titled Notes and specifications, and S2 titled Plan dated July 23rd, 2020 together with calculations dated September 25th, 2020, was prepared, signed and sealed by Michael J. Till P.E.

3. This plan approval includes DNR authorization for the construction of the sluice gate safety system and all associated maintenance work.

CONCLUSIONS OF LAW

1. The Department has the authority under Section 31.12, Wisconsin Statutes, and the foregoing Findings of Fact, to issue the Plan Approval requested, subject to the conditions in the Order which follows.

2. The Department has complied with Section 1.11, Wisconsin Statutes.

PLAN APPROVAL FOR DAM REPAIRS

THE DEPARTMENT HEREBY THEREFORE DOES ISSUE AND GRANTS to the applicant, a Dam Plan Approval under Section 31.12, Wisconsin Statutes, for all work associated with the sluice gate safety system and all maintenance work as outlined in the Departments July 28th work directives letter.  Field File No. 15.01, Dam Key Sequence No. 253, located on the Ahnapee River and within the SE ¼ of the SW ¼ of Section 29, Town 26 North, Range 25 East, Village of Forestville, and Door County, subject to the conditions of the plan approval which hereinafter follow.

CONDITIONS OF APPROVAL

THE DEPARTMENT OF NATURAL RESOURCES THEREFORE ORDERS:

1. You must notify DNR Water Management Engineer Miles Winkler at phone (920) 621-1518 at least 7 days before starting construction and again not more than 5 days after the project is complete.

2. The dam plan approval is not transferable and shall become null and void unless the repairs are completed within 2 years from the date the plans were approved.
3. This plan approval does not authorize any work other than what is specifically shown on the approved plans, or other work incidental to completing the project, or as modified by the conditions of this permit. If you wish to alter the project or conditions, you must first obtain written approval of the Department. Any change orders during construction must be approved by the Department prior to the work being completed.

4. You are responsible for obtaining any other Local, State, or Federal permit/approvals that may be required.

5. It is recommended to have your engineer or construction representative on-site during the critical periods of construction to provide the needed documentation for preparing the Record Drawings of the as-constructed work and checklist.

6. The Department may modify or revoke this approval if the project is not completed according to the terms of the plan approval, or if the Department determines the activity is detrimental to the public interest.

7. You must post a copy of this plan approval at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must always also have a copy of the plan approval and approved plan available at the project site until the project is complete.

8. Your acceptance of this plan approval and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this plan approval and order.

9. Section 31.12(4), Wisconsin Statutes, requires a verified statement to be filed with the Department within 10 days after completion of the repairs to the dam, stating that it was constructed in accordance with the plans and specifications approved by the Department.

10. Within 60 business days after completion of your project you or your consultant must supply the following:

   a) Photographs on CD documenting the work performed.
   b) Record Drawings documenting the as-constructed work.

**NOTICE OF APPEAL RIGHTS**

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30-day period for filing a petition for judicial review.
This decision was emailed on October 12, 2020.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By Miles A. Winkler
Miles A. Winkler, P.E.
Water Management Engineer
Bureau of Watershed Management
DOOR COUNTY PUBLIC WORKS CONTRACT
Double Chip Seal Road Surfacing Project – Ellison Bluff County Park

In consideration of the mutual promises set forth below, the County of Door, a body corporate, (“Owner”) and ______________ (“Contractor”) makes this contract as of the ___ day of ______ 2021, and agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “work”:

A. Provide, perform, and complete all labor, services, equipment, and materials necessary to accomplish the project at the work site as set forth in the Request for Proposal, Instructions, Specifications, and Contractor’s ______ bid proposal, all of which are attached hereto and incorporated herein by reference as if set forth in full.

B. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the project.

C. Procure and furnish all bonds and all certificates and policies of insurance specified in this contract.

D. Do all other things required of Contractor by this contract.

1.2 If ambiguities or conflicts exist between the provisions of this Contract and any document incorporated by reference herein, an attempt should be made to reconcile the provisions to give effect to both if reasonably practicable. If not, then the provisions of this Contract control.

ARTICLE 2 - STANDARDS OF PERFORMANCE

2.1 Contractor shall provide, perform, and complete all work in a proper and workmanlike manner, consistent with the highest professional standards applicable to such work, with the greatest economy, efficiency, and expedition consistent therewith.

ARTICLE 3 - ABILITY TO PERFORM

3.1 Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this Contract.
3.2 Contractor warrants and represents that it is entitled to conduct business in Wisconsin, is financially solvent, and has the resources necessary to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this contract.

ARTICLE 4 - TIME

4.1 Contractor represents and warrants that it is ready, willing, able, and prepared to begin the work on the commencement date and that the contract time is sufficient time to permit completion of the work in full compliance with, and as required by, this contract all with due regard to all natural and man-made conditions that may affect the work or the work site and all difficulties, hindrances, and delays that may be incident to the work.

4.2 Contractor shall commence the work not later than __________, 2021.

4.3 Contractor shall diligently and continuously prosecute the work at such a rate as will allow until the work is fully completed.

4.4 Time is of the essence as to commencement date, rate of progress, and completion date.

ARTICLE 5 - FINANCIAL ASSURANCES

5.1 Contemporaneous with Contractor’s execution of this contract, Contractor shall provide a public works bond as provided in Section 779.14, Wisconsin Statutes. Contractor shall, at all times while providing, performing, or completing the work, maintain and keep in force, at Contractor’s expense, any and all bonds required hereunder.

5.2 Contemporaneous with Contractor’s execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in this contract. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the work maintain and keep in force, at Contractor’s expense, the minimum insurance coverage and limits set forth in this contract. Owner shall be an additional named insured (insured for the additional named insured’s conduct to the same extent as if the additional named insured was the policy holder) and an additional insured (insured for the additional insured’s liability that arises from the conduct of the policy holder and is not insured for liability that arises from the conduct of the additional insured).

5.3 Contractor shall be responsible for the payment of all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work in accordance with Section 779.14, Wisconsin Statutes.
5.4 Insurance Coverage:

A. Workers Compensation and Employer’s liability with limits in compliance with the applicable provisions of the laws of the State of Wisconsin.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented not less than: one hundred thousand dollars [$100,000.00] bodily injury per person and three hundred thousand dollars [$300,000.00] bodily injury per occurrence; and fifty thousand dollars [$50,000.00] property damage per occurrence. All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than one million dollars [$1,000,000.00] and compulsory coverages including bodily injury liability and property damage liability. Such coverage shall include blanket contractual liability (i.e., must expressly cover this project and the indemnity provisions of this Contract).

ARTICLE 6 - PAYMENT

6.1 Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Contract, and Contractor shall accept in full satisfaction for providing, performing, and completing the work, the amount(s) set forth in attached Contractor’s Proposal, subject to any additions, deductions, or withholdings provided for in this contract. The contract price shall be paid in one lump sum payment.

6.2 Owner may make direct payment to subcontractors or suppliers or pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors or suppliers.

6.3 When the work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection. Contractor’s notice of completion shall be given sufficiently in advance of the completion date to allow for scheduling of the final inspection and for completion or correction before the completion date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, non-conforming, incomplete, or otherwise not in full compliance with or as required by or pursuant to, this contract.

6.4 The work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this contract.

6.5 As soon as practicable after final acceptance, Contractor shall submit to Owner a pay request in a form acceptable to Owner. Owner shall pay to Contractor the contract price, after deducting therefrom all charges against Contractor as provided for in this contract. Final payment shall be made not later than sixty (60) days after Owner approves the final pay request.
6.6 The acceptance by Contractor of final payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liability, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the work.

**ARTICLE 7 - DEDUCTIONS**

7.1 Owner shall have the right to deduct and withhold from any progress or final payment that may be or become due under this contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

A. work that is defective, damaged, flawed, unsuitable, non-conforming, or incomplete;
B. damage for which Contractor is liable under this contract;
C. state or local sales, use, or excise tax from which Owner is exempt;
D. liens or claims of lien regardless of merit;
E. claims of subcontractors, suppliers, or other persons regardless of merit;
F. delay in the progress or completion or work;
G. inability of Contractor to complete the work;
H. failure of Contractor to properly complete or document any pay request;
I. the cost to Owner (including attorneys’ fees, disbursements, and costs) of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in this contract.

**ARTICLE 8 - LIENS**

8.1 Nothing in this contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this contract after they have been installed in, incorporated into, attached to, or affixed to, the work or the work site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner. Such shall not release Contractor from its duty to insure and protect the work in accordance with the requirements of this contract.

8.2 Contractor shall, from time to time and prior to final payment, furnish to Owner such waivers, receipts, releases, certificates, affidavits and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the work or this contract and that no right to file any lien exists in favor of any person whatsoever.
8.3 If at any time any notice of any lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such lien.

8.4 This article is for the protection of Owner only. This article shall not operate to relieve Contractor’s surety or sureties from any of their obligations under this contract. This article shall not be deemed to vest any right, interest, or entitlement in any subcontractor or supplier.

ARTICLE 9 - SUBCONTRACTORS AND SUPPLIERS

9.1 Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.

9.2 All subcontractors, suppliers, and subcontract used by Contractor shall be acceptable to, and approved in advance by, Owner. All subcontractors or suppliers used by Contractor must agree to be bound by the terms, provisions and conditions of this contract so far as they are applicable to the work undertaken by the subcontractor or supplier. Owner’s approval of any subcontractor or supplier shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the work in full compliance with, and as required by or pursuant to, this contract.

9.3 Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.

9.4 If any subcontractor or supplier fails to perform the part of the work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such termination.

9.5 Contractor shall pay all claims for labor, services, or materials, by subcontractors and/or suppliers that pertain to the public improvement or public work.

9.6 Nothing in this contract shall be construed to create any contractual relationship between Owner and any subcontractor or supplier.

ARTICLE 10 - SUSPENSION OR TERMINATION OF WORK

10.1 Owner may terminate or suspend the work in whole or in part at any time, solely for the Owner’s convenience, by written notice to Contractor. Such notice shall state the extent and effective date of such termination or suspension. On such effective date Contractor shall, as and to the extent directed, stop work under this contract, cease all placement of further
orders or subcontracts, terminate, or suspend work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest.

10.2 In the event of any termination or suspension by Owner under this Article, Owner shall pay Contractor for all work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination or suspension.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor agrees that it shall protect, indemnify, and hold harmless the Owner and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney’s fees resulting from the negligence or fault of the Contractor or the Contractor’s officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.

11.2 Owner agrees that it shall protect, indemnify, and hold harmless the Contractor and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney’s fees resulting from the negligence or fault of the Owner or the Owner’s officers, officials, employees, and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.

11.3 Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the Owner.

ARTICLE 12 - LABOR STANDARDS

12.1 The Contractor shall comply with the applicable state and/or federal labor standards and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith. This includes, but is not limited to, compliance with prevailing wage rates and hours of labor. Owner reserves the right to terminate this contract if Contractor, any subcontractor, or supplier breaches any of the applicable labor standards.

ARTICLE 13 - NON-DISCRIMINATION

13.1 During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
ARTICLE 14 - AFFIRMATIVE ACTION

14.1 During the term of this contract Contractor shall comply with all applicable affirmative action mandates.

ARTICLE 15 - EQUAL EMPLOYMENT

15.1 During the term of this contract Contractor shall comply with all applicable equal employment obligations.

ARTICLE 16 - PUBLIC RECORD REQUESTS

16.1 Contractor shall maintain records in connection with this contract in a manner sufficient to meet the requirements of the Wisconsin’s Open Record Law (“WORL”) set forth in Section 19.31 - 19.39 Wis. Stats. Contractor shall assist Owner in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.

ARTICLE 17 - SAFETY OF WORK SITE

17.1 Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the work site. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

ARTICLE 18 – CONTACT INFORMATION

18.1 Owner’s contact information is: Burke Pinney; Parks Manager; Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin; Ph. 920.746.7130; bpinney@co.door.wi.us.

18.2 Contractors Information:

ARTICLE 19 - DISPUTES AND REMEDIES

19.1 To avoid and settle without litigation Owner and Contractor agree to engage in good faith negotiations regarding any disputes that may arise.

19.2 If the dispute resolution procedure set forth in Article 19.1 fails to resolve any dispute to the satisfaction of Owner or Contractor, either party shall be entitled to pursue such remedies as it may have in law or equity.
ARTICLE 20 - GOVERNING LAWS/VENUE

20.1 This contract and the rights and obligation of Owner and Contractor under this contract shall be interpreted according to the laws of the State of Wisconsin.

20.2 Venue, as to any dispute that may arise under this contract, shall be in the Circuit Court, County of Door, State of Wisconsin. If federal jurisdiction, then the U.S. District Court, Eastern District of Wisconsin, Green Bay, Wisconsin.

ARTICLE 21 - RELATIONSHIP OF PARTIES

21.1 Contractor shall act as an independent contractor in providing and performing the work under this contract.

21.2 Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or a joint venture between Owner and Contractor.

ARTICLE 22 - ASSIGNMENT

22.1 Contractor shall not assign this contract in whole or in part.

22.2 Contractor shall not assign any of its rights or obligations under this contract.

22.3 Contractor shall not assign any payment due or to become due under this contract.

ARTICLE 23 - BINDING EFFECT

23.1 Owner and Contractor represent and warrant that it has carefully reviewed and fully understands this contract, including its attachments.

23.2 This contract shall be binding upon and shall inure to the benefit of Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

ARTICLE 24 - SEVERABILITY

24.1 The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole.

24.2 In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.
ARTICLE 25 - AMENDMENTS

25.1 No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless, and until such is reduced to writing and executed by Owner and Contractor.

Accepted and Agreed this _____Day of April, 2021.

_______________________________________

Wayne Spritka
Facilities and Parks Director

Accepted and Agreed this ___________ Day of April, 2021.

_______________________________________

Ken Pabich
County Administrator

Approved as to Form this ___________ Day of April, 2021.

_______________________________________

Grant P. Thomas
Corporation Counsel
INSTRUCTIONS

1. **BIDS:**

   Bids must be legibly printed or type written, labeled “Double Chip Seal Road Surfacing Project – Ellison Bluff County Park”, and submitted electronically (to dcparks@co.door.wi.us or sealed in an opaque envelope plainly marked “Double Chip Seal Road Surfacing Project – Ellison Bluff County Park” and mailed or delivered to the Facilities & Parks Department, Room # B361, 3rd Floor, Door County Government Center, 421 Nebraska Street, Sturgeon Bay, WI 54235. Bidder is solely responsible to ensure that bids are received by the Door County Facilities & Parks Department on or before the time and date specified in the Invitation to Bid.

   Any deviation from the specifications or these instructions must be noted clearly and concisely. Bids must be signed (by the individual or by a duly authorized representative of the entity) and dated. Bids must remain firm for a period of forty-five (45) days.

   Issuance of this invitation to bid does not confer any rights to any prospective bidder and does not obligate Door County to do anything. Any costs associated with the preparation of a bid to this invitation shall be the sole responsibility of the individual/entity submitting the bid.

   Any confidential or proprietary information should be clearly marked as such. The County will use discretion with regards to disclosure of confidential or proprietary information contained in any bid, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin’s Public Record Law.

   Once submitted, the bids and any supplementary documents become the property of Door County.

2. **QUALIFICATIONS OF INDIVIDUAL OR ENTITY**

   Individual or entity shall meet all of the necessary qualifications to follow through with their bid. Door County may make that investigation as it deems necessary to determine the ability of the individual or entity to follow through with their bid. Door County reserves the right to reject any bid if the individual or entity fails to satisfy the County that the individual or entity is qualified to follow through with their bid.

   Door County may, in its sole discretion, require bidders to submit sworn statements as to financial ability, equipment and experience in the work/services prescribed and other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bids are strongly encouraged to incorporate such information in to their bids.

3. **CONSIDERATION/AWARD OF CONTRACT:**

   Door County reserves the right to reject or accept any or all bids, or parts thereof, and/or waive technical defects.

   The award of this contract shall be to the lowest responsible bidder.

   A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract.
according to its terms. Door County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Door County and/or its designee may choose to conduct interviews of qualified and responsible bidders. Further, qualified and responsible bidders may be required to make presentation[s] to the Door County Board or its sub-units.

4. **CONTRACT**

The successful individual or entity shall execute a contract within forty-five (45) days after notice of the award of the contract is given. The request for bid, instructions, specifications, and bid will form the primary basis of the contract.

5. **LAWS AND REGULATIONS**

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state, and municipal laws, ordinances, rules and regulations. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

6. **LATE BIDS**

Bids that are not timely received will not be accepted. Late bids will be returned, unopened, to the bidder.

7. **INDIVIDUAL’S OR ENTITY’S CERTIFICATE**

Each individual or entity shall incorporate and make a part of their bid a sworn statement by the individual or entity that the individual or entity has examined and carefully checked the specifications and instructions before submitting the bid, and have offered a compliant bid.
INVITATION TO BID

Double Chip Seal Road Surfacing Project – Ellison Bluff County Park

Door County is seeking sealed bids for a double chip seal road project at Ellison Bluff County Park.

Bid Specifications and Instructions may be obtained from Parks Manager Burke Pinney, Government Center 421 Nebraska Street, Sturgeon Bay, Wisconsin, 54235 [P# (920) 746-7130] or on-line at www.co.door.wi.gov.

Proposals must be received by the Department at the above address on or before 12:00 p.m. on April 2, 2021; and will be publicly opened at the County Government Center, Facilities & Parks Department office, Room #B361, on April 2, 2021 at 2:00p.m.
**SPECIFICATIONS**

[Double Chip Seal Road Surfacing Project – Ellison Bluff County Park]

**Summary**

This is a public works project. It involves the necessary addition of any road base material, grading, application of asphaltic emulsion followed with two applications of graded aggregate surfacing material on an existing gravel surface. The work performed under this contract shall consist of furnishing all labor, equipment, traffic control devices, and materials to construct a double-layer aggregate surface treatment over an existing gravel road that is used as both the entrance and exit of Ellison Bluff County Park.

The proposed amount of double chip sealing is being sought for summer of 2021 and is approximately 5900 feet in length (see map on page 4) with an average width of 20 feet.

These Specifications should be viewed as part goal oriented and part prescriptive in nature. The intent here is to have the bidders under consideration specifically address the work required to achieve the desired end, and provide a well-considered bid for this public works project.

**Specifications**

1. Contractor shall be responsible for all measures required of surface preparation. The Contractor shall observe the condition of the gravel road prior to bidding to determine the work necessary to provide a proper base for double chip seal application and shall include the work necessary in the bid.
2. Chip seal shall not be done before May 15th or after September 15th. Surface and air temperature must be 60 degrees F or higher. Relative humidity be less than 75%. Chip seal shall not be placed during rain or fog or, if rain is expected, before set time.
3. Aggregate used will be 5/16”.
4. Contractor is required to provide any necessary barricades or blockades to prevent entrance to the park while construction is being performed.
5. Contractor is required to receive permissions from individual landowners if overnight equipment storage is required beyond space limitation within the Park’s boundaries.
6. The chip or cover aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material.
7. Contractor is required to do any necessary sweeping and cleanup of excess road surface material after application.
8. Contractor is required to adhere to all Wisconsin DOT standards, practices, and emission rates.

**Bids**

All bidders must provide the following:

A. Business Information
   1. Name and Contact Information
      • Address
      • Contact person
      • Telephone number
      • Fax number
      • Internet address
      • E-mail address
2. Personnel
   • List of key positions and number of personnel in each position.

3. Relevant experience
   • Experience with public works projects.
   • Information regarding work on similar projects.

B. General statement of qualifications.

C. Narrative statement of the approach they would take to this project.
   • Mix designs(s) including job-mix-formula (JMF); coarse aggregate gradation; application rate of asphalt emulsion and coarse aggregate.
   • Contractor’s quality control plan (method of yield check, etc.).

D. Project Schedule (e.g., date work will commence and date work will be completed).

E. Detailed cost proposal to include Bid Sheet on page 3.

Any concerns, qualifications, or conditions must be clearly noted in the bid.

Mandatory Attendance Pre-Bid Meeting and Site Inspection

There will be a mandatory attendance pre-bid meeting and site inspection located at Ellison Bluff County Park on Thursday, March 25th, 2021 at 11:00 AM.

Questions

All questions regarding this public works project are to be submitted in writing via email to Burke Pinney, Door County Parks Manager, at bpinney@co.door.wi.us.

Bid Review Process

The County will review compliant bids timely submitted in response to the Invitation to Bid. Door County may conduct interviews of certain bidders, and may recommend award of a contract to the lowest responsible bidder.
**Bid Form**

**Project:** Double Chip Seal Road Surfacing Project – Ellison Bluff County Park

**Bid Description:**

To include, but not limited to, all requirements within the Specifications document.

This includes, but not limited to excavation, aggregate, and miscellaneous installations.

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to Double Chip Seal Road Surfacing Project – Ellison Bluff County Park in-between May 15, 2021 and September 15, 2021 listed below at the following prices to wit:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SEAL, DOUBLE CHIP</td>
<td></td>
<td>SQ. YD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SWEEPING AND CLEANUP</td>
<td></td>
<td>HRS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

Date: _______________

Company Name: __________________________________________

Company Address: ________________________________________

**Bid Total:** $ ___________________

Bid on specification outlined double chip seal entrance/exit road and parking area
Parking Lot
Not to Chip Sealed

KEY
- Red = County Road
- Black = Township Road
### Classification: **Public Charges for Services, Public Works, Public Works**

#### Fiscal Year: 2020

<table>
<thead>
<tr>
<th>Month</th>
<th>Amended Budget</th>
<th>Revenues</th>
<th>YTD Balance</th>
<th>Percent Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$65,000.00</td>
<td>$5,222.08</td>
<td>$59,777.92</td>
<td>8 %</td>
</tr>
<tr>
<td>February</td>
<td>$0.00</td>
<td>$1,853.25</td>
<td>$57,924.67</td>
<td>11 %</td>
</tr>
<tr>
<td>March</td>
<td>$0.00</td>
<td>$3,194.07</td>
<td>$54,730.60</td>
<td>16 %</td>
</tr>
<tr>
<td>April</td>
<td>$0.00</td>
<td>$10,599.06</td>
<td>$44,131.54</td>
<td>32 %</td>
</tr>
<tr>
<td>May</td>
<td>$0.00</td>
<td>$14,657.69</td>
<td>$29,473.85</td>
<td>55 %</td>
</tr>
<tr>
<td>June</td>
<td>$0.00</td>
<td>$24,540.98</td>
<td>$4,932.87</td>
<td>92 %</td>
</tr>
<tr>
<td>July</td>
<td>$0.00</td>
<td>$19,607.57</td>
<td>-$14,674.70</td>
<td>123 %</td>
</tr>
<tr>
<td>August</td>
<td>$0.00</td>
<td>$20,481.70</td>
<td>-$35,156.40</td>
<td>154 %</td>
</tr>
<tr>
<td>September</td>
<td>$0.00</td>
<td>$7,928.61</td>
<td>-$43,085.01</td>
<td>166 %</td>
</tr>
<tr>
<td>October</td>
<td>$0.00</td>
<td>$4,445.61</td>
<td>-$47,530.62</td>
<td>173 %</td>
</tr>
<tr>
<td>November</td>
<td>$0.00</td>
<td>$695.11</td>
<td>-$48,225.73</td>
<td>174 %</td>
</tr>
<tr>
<td>December</td>
<td>$0.00</td>
<td>-$10.79</td>
<td>-$48,214.94</td>
<td>174 %</td>
</tr>
<tr>
<td>Total</td>
<td>$65,000.00</td>
<td>$113,214.94</td>
<td>-$48,214.94</td>
<td>174 %</td>
</tr>
<tr>
<td>Unposted Transactions</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$(48,214.94)</td>
<td>174 %</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$65,000.00</td>
<td>$0.00</td>
<td>$113,214.94</td>
<td>(48,214.94)</td>
</tr>
</tbody>
</table>
## Door County Parks Boat Launch Reserve Account

<table>
<thead>
<tr>
<th>YEAR</th>
<th>REVENUES</th>
<th>EXPENSES</th>
<th>AMOUNT TRANSFERRED END OF YEAR TO RESERVE</th>
<th>BOAT LAUNCH PROJECT EXPENSE</th>
<th>EXPENSE DESCRIPTION</th>
<th>BOAT LAUNCH GRANTS</th>
<th>RESERVE BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999</td>
<td>$19,338.46</td>
<td>$29,537.60</td>
<td>($10,199.14)</td>
<td></td>
<td></td>
<td>$6,150.00</td>
<td>$18,474.66</td>
</tr>
<tr>
<td>2000</td>
<td>$19,430.42</td>
<td>$28,164.58</td>
<td>($8,734.16)</td>
<td></td>
<td></td>
<td>$5,500.00</td>
<td>$15,240.50</td>
</tr>
<tr>
<td>2001</td>
<td>$22,822.15</td>
<td>$14,633.75</td>
<td>$8,188.40</td>
<td></td>
<td></td>
<td></td>
<td>$23,428.90</td>
</tr>
<tr>
<td>2002</td>
<td>$21,033.24</td>
<td>$8,392.38</td>
<td>$12,640.86</td>
<td></td>
<td></td>
<td></td>
<td>$36,069.76</td>
</tr>
<tr>
<td>2003</td>
<td>$18,441.82</td>
<td>$10,206.43</td>
<td>$8,235.39</td>
<td></td>
<td></td>
<td></td>
<td>$44,305.15</td>
</tr>
<tr>
<td>2004</td>
<td>$16,024.01</td>
<td>$11,990.67</td>
<td>$4,033.34</td>
<td></td>
<td></td>
<td></td>
<td>$48,338.49</td>
</tr>
<tr>
<td>2005</td>
<td>$35,074.55</td>
<td>$61,364.31</td>
<td>($26,289.76)</td>
<td></td>
<td></td>
<td></td>
<td>$22,048.73</td>
</tr>
<tr>
<td>2006</td>
<td>$53,776.70</td>
<td>$16,926.45</td>
<td>$36,850.25</td>
<td></td>
<td></td>
<td></td>
<td>$58,898.98</td>
</tr>
<tr>
<td>2007</td>
<td>$69,068.07</td>
<td>$25,086.97</td>
<td>$43,981.10</td>
<td>$50,440.76</td>
<td>Lily Bay Launch ramp extended</td>
<td></td>
<td>$52,439.32</td>
</tr>
<tr>
<td>2008</td>
<td>$49,847.63</td>
<td>$20,623.24</td>
<td>$29,224.39</td>
<td></td>
<td></td>
<td></td>
<td>$81,163.71</td>
</tr>
<tr>
<td>2009</td>
<td>$71,125.11</td>
<td>$32,367.79</td>
<td>$38,757.32</td>
<td></td>
<td></td>
<td></td>
<td>$120,571.07</td>
</tr>
<tr>
<td>2010</td>
<td>$70,919.34</td>
<td>$47,849.32</td>
<td>$23,070.02</td>
<td></td>
<td></td>
<td></td>
<td>$143,641.09</td>
</tr>
<tr>
<td>2011</td>
<td>$62,553.62</td>
<td>$19,875.09</td>
<td>$42,678.53</td>
<td>$16,205.98</td>
<td>Forestville Fishing Pier grant match</td>
<td></td>
<td>$121,309.18</td>
</tr>
<tr>
<td>2011</td>
<td>$48,804.46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(42,678.53)</td>
</tr>
<tr>
<td>2012</td>
<td>$71,572.82</td>
<td>$14,995.46</td>
<td>$56,577.36</td>
<td></td>
<td></td>
<td>$135,208.01</td>
<td>$198,867.27</td>
</tr>
<tr>
<td>2013</td>
<td>$71,634.33</td>
<td>$7,975.07</td>
<td>$63,659.26</td>
<td></td>
<td></td>
<td>$111,793.64</td>
<td>$198,867.27</td>
</tr>
<tr>
<td>2014</td>
<td>$70,829.92</td>
<td>$5,286.10</td>
<td>$65,543.82</td>
<td>$152,617.45</td>
<td>Chaudoir's Dock dredging</td>
<td></td>
<td>$222,375.73</td>
</tr>
<tr>
<td>2015</td>
<td>$83,630.49</td>
<td>$11,017.23</td>
<td>$72,613.26</td>
<td>$7,439.00</td>
<td>Chaudoir's Dock dredging</td>
<td>$45,407.83</td>
<td>$293,511.86</td>
</tr>
<tr>
<td>2016</td>
<td>$82,234.41</td>
<td>$11,098.27</td>
<td>$71,136.13</td>
<td></td>
<td></td>
<td></td>
<td>$342,485.64</td>
</tr>
<tr>
<td>2017</td>
<td>$77,141.56</td>
<td>$28,167.78</td>
<td>$48,973.78</td>
<td></td>
<td></td>
<td></td>
<td>$370,805.16</td>
</tr>
<tr>
<td>2018</td>
<td>$76,088.67</td>
<td>$27,023.84</td>
<td>$49,064.83</td>
<td>$24,363.00</td>
<td>Repairs to Pinney breakwall</td>
<td>$3,617.69</td>
<td>$380,649.55</td>
</tr>
<tr>
<td>2019</td>
<td>$83,387.35</td>
<td>$73,542.96</td>
<td>$9,844.39</td>
<td>$45,580.00</td>
<td>BL Pay stations (26,875.00), Cleaning stations (18,705.00)</td>
<td>$380,649.55</td>
<td>$430,964.39</td>
</tr>
<tr>
<td>2020</td>
<td>$113,214.94</td>
<td>$62,900.10</td>
<td>$50,314.84</td>
<td></td>
<td></td>
<td></td>
<td>(42,678.53)</td>
</tr>
</tbody>
</table>

Note: The 2011 Boat Launch Revenues minus the expenses of $42,678.53 was not moved to the reserve account.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ventek Annual Cloud based system</td>
<td>$3,420.00</td>
</tr>
<tr>
<td>Chaudoir's Dock camera maintenance</td>
<td>$2,148.00</td>
</tr>
<tr>
<td>CD3 Stations Annual software fee</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Annual fees</td>
<td>$6,818.00</td>
</tr>
</tbody>
</table>

Not including dock removals.
Hello John,

I spoke with the manufacture of the decking that it is on Carmody Parks piers and they don’t carry anything that matches. Therefore we won’t be able to purchase replacement decking to fix them as needed. I can say this though, that decking is only going to last for about another 5 years. Within that time there will be broken deck boards that need to be replaced. At best, we can purchase decking as needed, it won’t match but it won’t cost as much either. Over all though, I think it would be smart for the county to be thinking about replacing those piers all together and take the next 5 to 7 years to build up a budget. Even if we did re-deck the entire pier, the wood and hardware on the inside will most likely be on there way out and at that rate it would be pointless to spend the money on the decking if the frame isn’t going to last. And I think it goes without saying, it would be more expensive to rebuild the pier than to wait a little longer and start fresh.

So I just wanted to update you on that. Let me know what the verdict is on the other repairs. I will be trying to get to Forestville this week or early next week.

Have a good day,

Keri Grimsley
Service Manager
Pier and Waterfront Solutions LLC
(920)493-4405
Door County Parks
Dock Inspections

Lily Bay: Need for attention- Moderate

Functional:
- (1) 15’ pipe needs to be replaced; pipe is bent. Pipe is augured in.
- (1) 10’ pipe needs to be replaced; pipe is missing. Pipe should have mud bottom.
- One set screw repair needed at shore end of 20’.
- Entire pier needs a Never Seize application to prevent more set screws from seizing and potentially breaking off (requiring more repairs).
- End of 40’ joint needs top and bottom frame rail replaced. Need 10’ of galvanized 1”x2” tube for repair and cold galvanizing to coat welds.

Aesthetic:
- Bottom frame rail at deep end of pier is bent in but does not affect pier functionally.
- Deck boards and facia could be replaced. At least 3 deck boards with chunks missing on ends and 3+ cracked in similar area (ends, near screw holes). Large chunks of facia missing in several spots.

Murphy Park: Need for attention- Low

Functional:
- Joint holes are staring to dimple, could use new washers and 2 additional bolts for added support.

Chaudoirs: Need for attention- Low

Functional:
- Floats are cracked and braking. Functional but will need to be replaced eventually.
- Shore end of one pier needs lacing welded back on and cold galvanizing to coat welds.
  *recommended for this year*
- Hardware needs to be checked, some facia missing bolts. *recommended for this year*

Aesthetic:
- Railings could use a coat of cold galvanizing, small areas starting to rust. *recommended for this year*

Carmody Park: Need for attention- Moderate to Low

- In order to investigate condition of frame, the decking and facia would have to be removed and removing the decking and facia you run the risk of stripping out the mounting holes. To investigate you would essentially create more problems. In addition, these pieces are too big
for us to bring back and investigate them all. We would most likely need to do the investigation on site.

- Whole pier is reaching the end of its life span. The manufacture only expects the wood and hardware used to last 25-30 years.
- Some decking has already been replaced and lumber showing signs of decay. To continue maintenance on this, it would be a good idea to have an inventory of the decking to use as needed. *recommended for this year*

**Forestville Dam:** Need for attention - TBD

  - We have not gotten to this site yet.

**Pinny Park:** Need for attention - High

Functional:

- Some joists should be replaced. Many are cracking. Some are broken. The boards are holding moisture at every gap between the decking. Reinforcing the joists has already been started. It would be best to replace these as needed for 2021 install with a decision to replace all remaining down the line.
- The chains are wearing out. If the chain is long enough, they can be cut and reattached without having to be replaced. *recommended for this year*
- In two spots, the steel is ripped where rubber joint inserts are; needs welding and cold galvanizing to coat welds. *recommended for this year*
- About a half dozen rubber inserts ripping or completely ripped off, need to be replace with reinforced rubber. *recommended for this year*
- About 6 plastic blocks need to be replaced where pier rides on sliders, they are missing or worn out. *recommended for this year*
- About a quarter of the floats we can see are cracking at the seems/corners. I think it would be safe to assume that this number can be doubled, to account for the floats under the decking and will eventually need to be replaced. *not recommended for this year*
- The ends of the sections, in the corners where the floats meet the steel, are starting to wear out and what looks like welding is cracked, broken and/or rotting out. There are additional cracks in the steel on these end sections. By my count there are about 7 areas that need welding. One section is very bad and should be brought back to our shop for repairs. All other needed welding could be done on site. I recommend at least the one very bad section repaired this year; the rest of the welding needed can wait.

Aesthetic:

- Decking seems to be in good condition, should last many more years.
- Facia board have a few more years left in them. Visually, they’re worn out.
Resolution No. 2020-79
ACQUISITION OF REAL PROPERTY
FOR PUBLIC PARK PURPOSES [PIN 002-02-06292833D]

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Pursuant to § 59.52, (6) Wis. Stats., a county board may acquire real property [land and improvements] for public uses or purposes of any nature, including parks; and

WHEREAS, Pursuant to § 59.52 (19) Wis. Stats., a county board may accept donations, gifts or grants for any public governmental purpose within the powers of the county; and

WHEREAS, The Facilities & Parks Committee has expressed the intent to acquire +/- 4.00 acres of land (PIN 002-02-06292833D) located in the Town of Baileys Harbor, County of Door, State of Wisconsin (hereinafter "subject property"), as an addition to Meridian County Park; and

WHEREAS, The Facilities & Parks Committee, at its meeting on October 14, 2020, approved Door County’s acquisition of the subject parcel; and

WHEREAS, The proposed terms and conditions of Door County’s acquisition of the subject real property are set out in the Contract to Purchase Real Property (attached hereto as Addendum A, and incorporated herein by reference as if fully set forth herein); and

WHEREAS, Door County’s obligation to proceed with acquisition of the subject property is, among other things, expressly conditioned on the availability of donations, gifts or grants sufficient to fully fund the County’s acquisition of the subject property.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby authorizes, subject to the terms and conditions set forth above, acquisition of the “subject property”.

BE IT FURTHER RESOLVED, That the Door County Facilities & Parks Director is, subject to the oversight of the County Facilities & Parks Committee, empowered to: 1) execute the Contract to Purchase Real Property; 2) seek out, apply for, and accept donations, gifts or grants to fund the purchase price; and 3) execute any documents and take such action as is necessary to facilitate Door County’s acquisition of the subject property consistent with this resolution.

SUBMITTED BY: FACILITIES & PARKS COMMITTEE

Dan Austad, Chairperson
Roy Englebert
Susie Kohout
Nancy Robillard
David Enigl
Ken Fisher

FISCAL IMPACT: The funding to purchase this property will come from donations, gifts or grants. No additional County funds are required. STW

Reviewed by: Corp. Counsel
Reviewed by: Administrator

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 27th day of October, 2020 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
CONTRACT TO PURCHASE REAL PROPERTY

The County of Door (hereinafter referred to as "Buyer"), a body corporate under § 59.01, Wis. Stats, and Estate of Betsy Deane Light (hereinafter referred to as "Seller") by and through its duly authorized family representative Lorraine Light Darnall, an adult resident of the State of Illinois, do hereby agree as follows:

1. Seller warrants and represents that it is the fee simple owner of record of Door County Parcel Number 0020206292833D, Town of Baileys Harbor, County of Door, and State of Wisconsin (hereinafter referred to as "Premises") and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

2. For and in consideration of the mutual covenants and subject to the terms and conditions set forth herein, the Seller agrees to sell and convey, and the Buyer agrees to purchase, the Premises.

3. The purchase price for the Premises is twenty-four thousand dollars ($24,000.00). Purchase price shall be paid on the date of closing, concurrent with delivery and recording of the warranty deed as provided herein.

4. Seller shall convey the Premises to Buyer by quit claim deeds from all heirs free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants, and taxes levied in the year of closing. Seller will complete, execute and record the documents necessary to effectuate the conveyance.

5. The Premises is benefited by an easement (which may be found in Vol. 535, Pages 580-587, Document # 527195, Door County Register of Deeds). This easement is appurtenant to and runs with the Premises.

6. Seller and Buyer each represent and acknowledge that this is a voluntary acquisition (i.e., an "arm's length transaction") and that each acted in its own best interest in negotiating and carrying out this transaction. Lorraine Light Darnall has received approval of all family members or their surviving parent.

7. Seller represents that the Premises is offered for sale on the open market by the owner and that there are no tenant occupants involved.

8. Seller understands and acknowledges that Buyer is not acquiring the Premises by condemnation, and that Buyer has not exercised or threatened to exercise its power of eminent domain. Neither the Seller, nor any person or entity occupying the Premises, is entitled to any remedy afforded by Ch. 32 Wis. Stats. as to this transaction. Seller hereby releases Buyer from any and all liability under Ch. 32 Wis. Stats. as to this transaction.

9. Buyer's obligation to conclude this transaction is conditioned upon the following:
   a) Buyer's Board of Supervisors approval of the purchase of the Premises by adoption of a resolution on or before December 31, 2020.
   b) The availability of donations, gifts or grants sufficient to fully fund Buyer's acquisition of the Premises on or before April 1, 2021.

   If the foregoing conditions are not timely satisfied, this Contract, at either Buyer's or Seller's option, shall terminate and be of no further force or effect.

10. Real estate taxes will be prorated at closing based on the taxes for the preceding year, or the current year if available. The Seller is responsible for the taxes from January 1 through the day prior to closing. The Buyer is responsible for the taxes from the day of closing through the end of the year.

11. Assessments, if any, for work on the Premises actually commenced or leved prior to date of the closing shall be paid by Seller.

11. Seller has no first-hand notice or knowledge of, and upon information and belief does not believe there are, any:
a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Premises;

b) Federal, state or local regulation, or court order requiring repair, alteration, or correction of any existing condition;

c) Underground storage tanks on the Premises;

d) Active or abandoned well on the Premises;

e) Hazardous and/or toxic substance, materials, waste, or conditions on or affecting the Premises;

f) Environmental contamination of the Premises;

g) Boundary or lot line disputes encroachments or encumbrances;

h) Other conditions of any kind which affect the Premises and should be disclosed to Buyer.

Buyer shall have until November 1, 2020, (the "Investigation Period") to perform such investigation to determine that the Premises can be lawfully used for Buyer’s Intended Use. As used herein, the term “Buyer’s Intended Use” shall mean the acquisition of the Premises for the purpose of a county park or recreation area (“Intended Use”). Buyer shall have the right to enter the Premises with its agents, at their own risk, for the purpose of conducting these studies (“Studies”) for such purpose. If Buyer has not obtained such satisfactory results it may deem acceptable in its sole discretion, it may terminate this Contract on written notice to Seller delivered by the conclusion of the Investigation Period, in which event this Contract shall be deemed null and void and Buyer shall have no further obligation hereunder. Buyer will restore/repair the Premises for any change or damage occasioned by such Studies.

Buyer will save, protect, indemnify and hold Seller harmless from all adverse claims (including any mechanics' liens), causes of action, suits or other matters as a result or in consequence of Seller having granted Buyer such access. The provisions of this paragraph shall survive the closing or any termination of this Contract.

12. Buyer shall be provided an owner’s policy of title insurance in the amount of the purchase price. Seller, prior to the date of closing, shall provide documentation or act as required to remove exceptions (objectionable to Buyer) from the commitment (and policy when issued).

13. Possession and occupancy of the Premises shall be given to Buyer on the date of closing

14. Seller shall provide to Buyer a written statement from the municipality in which the Premises is located verifying the status of real estate taxes, current or planned special assessments, and other municipal charges affecting the Premises. This statement shall be provided to Buyer prior to closing at Seller's expense.

15. If the condition of, or any condition or factor affecting, the Premises significantly or materially changes prior to closing this Contract may be terminated at option of Buyer. The Premises and improvements thereon are being sold as is-where is, with no warranty or representations as to the condition of the improvements. Buyer has had sufficient time and access to make its own determination as to the condition of improvements.

16. Closing shall take place not later than July 1, 2021, at a location, date and time to be mutually agreed by the Buyer and Seller. The closing shall be in escrow.

17. This Contract may be extended one time for up to one year upon the prior written consent of Buyer and Seller. Buyer shall use due diligence in seeking to obtain required approvals.

18. Buyer may obtain such survey(s) of the Premises as it deems necessary. Seller has no obligation to provide a survey.

19. The covenants and agreements herein are to be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, and assigns and shall survive the date of closing and consummation of the sale and purchase.
20. Seller acknowledges and understands that the Door County Corporation Counsel represents Buyer.

21. Seller acknowledges having had sufficient opportunity to consult with and receive the advice of an attorney of Seller's choice prior to entering into this Contract.

22. Seller acknowledges having read and fully understands this Contract.

23. Buyer and Seller agree to act in good faith and use due diligence in completing the terms of this Contract.

24. This Contract constitutes the entire agreement between the parties and may not be changed except by a contract in writing and signed by the parties.

EACH PARTY HAS REVIEWED AND FULLY UNDERSTANDS THIS CONTRACT.

Accepted and agreed this __3____ day of __December__, 2020.

[Signature]

Ken Pabich, Door County Administrator
Duly Authorized and Empowered to Act on the Behalf of the County of Door BUYER

Accepted and agreed this __3____ day of __December__, 2020.

[Signature]

Wayne Spriktka, Door County Facilities & Parks Director
Duly Authorized and Empowered to Act on the Behalf of the County of Door BUYER

Accepted and agreed this __30____ day of __November__, 2020.

[Signature]

Lorraine Light Darnall
Duly Authorized Family Representative and Empowered to Act on Behalf of heirs of Estate Betsy Deane Light
SELLER
## Accounts Payable Invoice Report

### G/L Date Range: 02/03/21 - 03/01/21

Report By Vendor - Invoice Summary Listing

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>608495P</td>
<td>PO 2362 Justice Ctr-Replace second header on booster pump</td>
<td>Paid by Check #680868</td>
<td>-</td>
<td>02/15/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>$4,987.00</td>
<td></td>
</tr>
<tr>
<td>391866,391867</td>
<td>janitorial supplies</td>
<td>Paid by Check #680671</td>
<td>-</td>
<td>01/27/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>$1,544.47</td>
<td></td>
</tr>
<tr>
<td>0000394554</td>
<td>Tissue, towing</td>
<td>Paid by Check #680671</td>
<td>Edit</td>
<td>02/24/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>$327.56</td>
<td></td>
</tr>
<tr>
<td>36863,65,66,52</td>
<td>Winter operations-Jan Gov Ctr, Justice Ctr, EMS, Senior Ctr</td>
<td>Paid by Check #680672</td>
<td>-</td>
<td>02/02/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>$3,574.18</td>
<td></td>
</tr>
<tr>
<td>410723</td>
<td>Facilities and Parks cell phones January 2021</td>
<td>Paid by Check #680673</td>
<td>-</td>
<td>02/27/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>$501.93</td>
<td></td>
</tr>
<tr>
<td>4814348,5460595</td>
<td>Facilities uniforms</td>
<td>Paid by Check #680674</td>
<td>-</td>
<td>02/10/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>$190.12</td>
<td></td>
</tr>
<tr>
<td>4076156554</td>
<td>Facilities uniforms</td>
<td>Paid by Check #680870</td>
<td>-</td>
<td>02/17/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>$95.06</td>
<td></td>
</tr>
<tr>
<td>4076828197</td>
<td>Facilities uniforms</td>
<td>Paid by Check #680870</td>
<td>Edit</td>
<td>02/24/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>$95.06</td>
<td></td>
</tr>
<tr>
<td>1/7to1/21,44340</td>
<td>Repairs and Softner salt - Gov Ctr and Justice Ctr,ARDC</td>
<td>Paid by Check #680675</td>
<td>-</td>
<td>01/29/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>$844.10</td>
<td></td>
</tr>
<tr>
<td>199390</td>
<td>Cana Island Lighthouse internet 3/1 to 4/1/21</td>
<td>Paid by Check #680676</td>
<td>Edit</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>$37.66</td>
<td></td>
</tr>
<tr>
<td>44472/1</td>
<td>10' Ladder</td>
<td>Paid by Check #680676</td>
<td>-</td>
<td>01/15/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>$195.00</td>
<td></td>
</tr>
<tr>
<td>802790</td>
<td>LP Gas - JR Fair bldg</td>
<td>Paid by Check #680871</td>
<td>-</td>
<td>02/11/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>$689.61</td>
<td></td>
</tr>
<tr>
<td>144661,45029,501</td>
<td>Bio-Kleen Fuel tank on Generator, relief valve, shut off</td>
<td>Paid by Check #680871</td>
<td>Edit</td>
<td>02/25/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>$87.46</td>
<td></td>
</tr>
</tbody>
</table>

Vendor Totals:
- **19396 - BASSETT MECHANICAL**: Invoices 1, Total $4,987.00
- **5254 - BATTERIES PLUS LLC**: Invoices 1, Total $32.16
- **2770 - BELSON COMPANY**: Invoices 2, Total $1,872.03
- **3120 - BISSEN ASPHALT**: Invoices 1, Total $3,574.18
- **4818 - CELLCOM WISCONSIN RSA 10**: Invoices 1, Total $501.93
- **10145 - CINTAS CORPORATION**: Invoices 3, Total $380.24
- **6370 - CULLIGAN OF STURGEON BAY**: Invoices 1, Total $844.10
- **21875 - DOOR COUNTY BROADBAND LLC**: Invoices 1, Total $37.66
- **8270 - DOOR COUNTY CO OPERATIVE**: Invoices 1, Total $195.00

Run by Denise Denil on 03/01/2021 03:45:47 PM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor 8270 - DOOR COUNTY CO OPERATIVE</td>
<td>Totals</td>
<td>Invoices</td>
<td>3</td>
<td>$972.07</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 8520 - DOOR COUNTY HARDWARE COMPANY</td>
<td>Hardware Jan and Feb 2021</td>
<td>Paid by Check #680677</td>
<td>02/03/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>201.15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/27 to 2/3/21</td>
<td>Hardware Feb 2021</td>
<td>Paid by Check #680872</td>
<td>02/15/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>126.57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/10 to 2/15/21</td>
<td>Hardware Feb 2021</td>
<td>Edit</td>
<td>02/26/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td>02/17/2021</td>
<td>108.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 8520 - DOOR COUNTY HARDWARE COMPANY</td>
<td>Totals</td>
<td>Invoices</td>
<td>3</td>
<td>$436.08</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 7744 - EAGLE MECHANICAL INC</td>
<td>LARS-water heater #1-Justice Ctr, Replace water heater police ga</td>
<td>Paid by Check #680873</td>
<td>02/15/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>3,081.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 13613 - FASTENAL COMPANY</td>
<td>Hi Temp RTV - Boiler #2</td>
<td>Paid by Check #680678</td>
<td>01/22/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>21.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 12842 - FIRST SUPPLY GREEN BAY</td>
<td>Fan relay Younkers bldg, jail toilets, boiler pumps, boiler pumps</td>
<td>Paid by Check #680679</td>
<td>02/04/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>1,239.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/25 to 2/25/21</td>
<td>Jail Toilets, Chiller, Boiler in line</td>
<td>Edit</td>
<td>02/25/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td>02/17/2021</td>
<td>2,672.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 22031 - FRONTIER COMMUNICATIONS OF WI</td>
<td>Washington Island Loc Serv 920-847-3336</td>
<td>Paid by Check #680874</td>
<td>02/07/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>126.72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 13031 - GFL SOLID WASTE MIDWEST LLC</td>
<td>Facilities and Parks refuse-Feb 2021</td>
<td>Paid by Check #680875</td>
<td>01/31/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>786.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/27, 2/28, 3/1, 3/2</td>
<td>Facilities and Parks refuse</td>
<td>Edit</td>
<td>02/19/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td>02/23/2021</td>
<td>786.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 10397 - GOING GARBAGE &amp; RECYCLING INC</td>
<td>Garbage at 1309 Rangeline Rd, Wash Island</td>
<td>Paid by Check #680680</td>
<td>02/04/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>84.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 12320 - GRAINGER</td>
<td>Sleeve cplg insert and flange F/P #3, Utility tub, vacuum breaker</td>
<td>Paid by Check #680681</td>
<td>02/02/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>212.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9796340033</td>
<td>Full face respirators, med and large</td>
<td>Paid by Check #680876</td>
<td>02/02/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>383.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 12320 - GRAINGER</td>
<td>Totals</td>
<td>Invoices</td>
<td>2</td>
<td>$596.03</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Run by Denise Denil on 03/01/2021 03:45:47 PM
### Accounts Payable Invoice Report

**G/L Date Range:** 02/03/21 - 03/01/21

**Report By Vendor - Invoice Summary Listing**

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>35474860</td>
<td>Alarm service-Quarterly-56 N 4th Ave, Sturgeon Bay</td>
<td>Paid by Check #680877</td>
<td>02/06/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>413.34</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 14970 - JOHNSON CONTROLS SECURITY SOLUTIONS LLC Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$413.34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/31/2021</td>
<td>Vehicle maintenance</td>
<td>Paid by Check #680682</td>
<td>01/29/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>271.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 7754 - LAU'S AUTO CARE CENTER Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$271.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td>209831</td>
<td>Wash. Island-Security Monitoring Burglar, Fire, Elevator</td>
<td>Paid by Check #680878</td>
<td>02/16/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>938.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 13555 - MARTIN SYSTEMS INC Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$938.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>59110</td>
<td>Sandblast Paint Drains-Justice Center</td>
<td>Edit</td>
<td>10/20/2020</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 676 - MASTERCRAFT WELDING SYSTEMS Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>832325</td>
<td>Dump Truck Hydraulic Filter</td>
<td>Edit</td>
<td>02/22/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>179.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 20525 - MONROE TRUCK EQUIPMENT-DEPERE Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$179.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>410337,411017</td>
<td>vehicle wash detergent, window wash fluid</td>
<td>Paid by Check #680683</td>
<td>02/04/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>42.81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>411822,856,714</td>
<td>Aux Heater, Mini Fuse Holder, Hand cleaner, Mag heater</td>
<td>Paid by Check #680879</td>
<td>02/12/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>141.92</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 19233 - O'REILLY AUTO PARTS #4365 Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$184.73</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9477</td>
<td>Flood trol assembly Jail toilets</td>
<td>Paid by Check #680684</td>
<td>02/08/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>182.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 21119 - PROCESS &amp; MECHANICAL SYSTEMS Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$182.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td>75012</td>
<td>Snowmobile Signs-Pioneer Trail Blazers</td>
<td>Edit</td>
<td>02/25/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>220.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 26520 - RENT A FLASH OF WISCONSIN INC Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$220.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>536885,538854</td>
<td>BUC Blue, BUC Defoam battery upright vacuum and bags, Electrostatic sprayer</td>
<td>Paid by Check #680685</td>
<td>01/25/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>138.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 19276 - SAN-A-CARE INC Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,169.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 8264 - SHERWIN WILLIAMS Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,307.58</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Run by Denise Denil on 03/01/2021 03:45:47 PM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2691-6, 5504-0</td>
<td>paint and supplies</td>
<td>Paid by Check #680880</td>
<td></td>
<td>02/18/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td></td>
<td>29.44</td>
</tr>
<tr>
<td>7980399,8046237</td>
<td>Tissue, sharpie, purell</td>
<td>Paid by Check #680686</td>
<td></td>
<td>01/29/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td></td>
<td>576.49</td>
</tr>
<tr>
<td>3469622626</td>
<td>Safety cable tray- Penn Room</td>
<td>Edit</td>
<td></td>
<td>02/13/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td></td>
<td>369.98</td>
</tr>
<tr>
<td>20/8/2021</td>
<td>Facilities and Parks utilities Jan 2021</td>
<td>Paid by Check #680881</td>
<td></td>
<td>02/08/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td></td>
<td>13,558.26</td>
</tr>
<tr>
<td>196937</td>
<td>flat repair tractor</td>
<td>Paid by Check #680687</td>
<td></td>
<td>02/01/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td></td>
<td>20.00</td>
</tr>
<tr>
<td>4144051</td>
<td>ADRC -Semi Annual Inspection</td>
<td>Paid by Check #680882</td>
<td></td>
<td>02/04/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td></td>
<td>216.10</td>
</tr>
<tr>
<td>4144489</td>
<td>Kitchen Fire Suppression System</td>
<td>Paid by Check #680882</td>
<td></td>
<td>02/16/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td></td>
<td>127.25</td>
</tr>
<tr>
<td>1/29/2021</td>
<td>Electric supply</td>
<td>Paid by Check #680688</td>
<td></td>
<td>02/04/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td></td>
<td>142.38</td>
</tr>
<tr>
<td>5004411723.002</td>
<td>OCC Sensor Switches for Gov Ctr Bathrooms</td>
<td>Paid by Check #680883</td>
<td></td>
<td>02/09/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td></td>
<td>551.87</td>
</tr>
<tr>
<td>22/2, 2/23/21</td>
<td>Electric supply</td>
<td>Paid by Check #680882</td>
<td></td>
<td>02/23/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td></td>
<td>560.11</td>
</tr>
<tr>
<td>212037</td>
<td>Bowl Cleaner, Bristle bowl brushes</td>
<td>Paid by Check #680884</td>
<td></td>
<td>02/16/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td></td>
<td>31.64</td>
</tr>
<tr>
<td>212244</td>
<td>Arrows Cream bowl cleaner</td>
<td>Paid by Check #680884</td>
<td></td>
<td>02/26/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td></td>
<td>162.24</td>
</tr>
<tr>
<td>36120 - WARNER-WEXEL WHOLESALE &amp; POOL</td>
<td>Bowl Cleaner, Bristle bowl brushes</td>
<td>Paid by Check #680884</td>
<td></td>
<td>02/16/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td></td>
<td>31.64</td>
</tr>
<tr>
<td>36120 - WARNER-WEXEL WHOLESALE &amp; POOL</td>
<td>Arrows Cream bowl cleaner</td>
<td>Paid by Check #680884</td>
<td></td>
<td>02/26/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td></td>
<td>162.24</td>
</tr>
<tr>
<td>9574 - WASHINGTON ISLAND ELECTRIC COO</td>
<td>1309 Range Line Rd, Electric use 1/19-2/17/21</td>
<td>Edit</td>
<td></td>
<td>03/03/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td></td>
<td>182.63</td>
</tr>
<tr>
<td>9574 - WASHINGTON ISLAND ELECTRIC COO</td>
<td>1309 Range Line Rd, Electric use 1/19-2/17/21</td>
<td>Edit</td>
<td></td>
<td>03/03/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td></td>
<td>182.63</td>
</tr>
<tr>
<td>36270 - WASHINGTON ISLAND FERRY LINE I</td>
<td>1/29/21 to Washington Island</td>
<td>Paid by Check #680689</td>
<td></td>
<td>01/31/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td></td>
<td>41.00</td>
</tr>
</tbody>
</table>

Vendor 8264 - SHERWIN WILLIAMS Totals Invoices 1
Vendor 15069 - STAPLES ADVANTAGE Totals Invoices 2
Vendor 30820 - STURGEON BAY UTILITIES Totals Invoices 1
Vendor 5725 - T R COCHART TIRE CENTER Totals Invoices 1
Vendor 34875 - VANS FIRE & SAFETY Totals Invoices 2
Vendor 2784 - VIKING ELECTRIC SUPPLY Totals Invoices 3
Vendor 36120 - WARNER-WEXEL WHOLESALE & POOL Totals Invoices 2
Vendor 9574 - WASHINGTON ISLAND ELECTRIC COO Totals Invoices 1
Vendor 36270 - WASHINGTON ISLAND FERRY LINE I Totals Invoices 1
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01262021</td>
<td>0405386080-00010 Forestville street light</td>
<td>Paid by Check #680690</td>
<td>01/26/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/05/2021</td>
<td>02/17/2021</td>
<td>18.66</td>
<td></td>
</tr>
<tr>
<td>Feb 2021 utility</td>
<td>Facilities and Parks utilities Feb 2021</td>
<td>Paid by Check #680885</td>
<td>02/16/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/19/2021</td>
<td>02/23/2021</td>
<td>7,639.90</td>
<td></td>
</tr>
<tr>
<td>02/19/2021</td>
<td>Facilities and Parks utilities Feb 2021</td>
<td>Edit</td>
<td>02/19/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td>03/01/2021</td>
<td></td>
<td>3,222.28</td>
<td></td>
</tr>
</tbody>
</table>

**Vendor** 38670 - WISCONSIN PUBLIC SERVICE CORP

<table>
<thead>
<tr>
<th>Totals</th>
<th></th>
<th>Invoices</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor</td>
<td>38670 - WISCONSIN PUBLIC SERVICE CORP</td>
<td>Invoices</td>
<td>3</td>
<td>$10,880.84</td>
</tr>
<tr>
<td>Grand Totals</td>
<td></td>
<td>Invoices</td>
<td>55</td>
<td>$58,680.54</td>
</tr>
</tbody>
</table>

Run by Denise Denil on 03/01/2021 03:45:47 PM