

Notice of Public Meeting

Wednesday, June 10, 2020
9:00 a.m.

**FACILITIES & PARKS
COMMITTEE**

Door County Government Center
County Board Room/Chambers Room - 1st Floor
421 Nebraska Street, Sturgeon Bay, WI

Oversight for Facilities and Parks

AGENDA

1. **Call Meeting to Order**
2. **Establish a Quorum**
3. **Adopt Agenda / Properly Noticed**
4. **Approve Minutes of May 13, 2020 Facilities & Parks Committee Meeting and the May 28, 2020**
5. **Correspondence**
 - Town of Clay Banks Email re: Lower LaSalle Road
6. **Department**
 - A. Review Duties of Facilities & Parks Committee
 - B. Department Project Review
7. **Parks Division**
 - A. Friends of the Door County Parks System Report
 - B. 2021 Stock Car Racing Contract Extension – Review, Approve
8. **Facilities Division**
 - A. Sheriff Department Storage Building Project – Update
 - B. 2021-2026 CIP Project Review/Approval
 - C. 442 Michigan Street- Raze RFP – Accept Bids, Review, Submit to Finance Committee for Funding
 - D. 2021- NON-CIP Listings for 2021 Operational Budget -Review/Approval
9. **Fair Board Liaison Report**
10. **Request for Agenda Items for Next Month's Meeting**
11. **Review of Vouchers, Claims and Bills**
12. **Next Meeting Date: Regular Meeting – Wednesday, July 8, 2020 – 9:00 a.m.**
13. **Meeting Per Diem Code**
14. **Adjourn**

In light of the declared state of emergency and to mitigate the impact of COVID-19 this meeting will be conducted by teleconference or video conference. Members of the public may join the meeting remotely or in-person in the Peninsula Room (C121) 1st Floor Government Center (*please note public in-person has limited capacity and is on a first come, first served basis*).

To attend the meeting via computer:**Go to:**

<https://doorcounty.webex.com/doorcounty/onstage/g.php?MTID=ed7a5134439883000151df3bf172c031d>

Event Password: June10fp2020

To Connect via phone:

Call: 1-408-418-9388

Access Code: 146 399 7465

Deviation from order shown may occur

In compliance with the Americans with Disabilities Act, any person needing assistance to participate in this meeting, should contact the Office of the County Clerk at (920)746 2200. Notification 48 hours prior to a meeting will enable the County to make reasonable arrangements to ensure accessibility to that meeting.

Posted _____, 2020 _____

Notice of Public Meeting

Wednesday, May 13, 2020
9:00 a.m.

**FACILITIES & PARKS
COMMITTEE**

Door County Government Center
County Board/Chambers Room (C102) - 1st Floor
421 Nebraska Street, Sturgeon Bay, WI

Oversight for Facilities and Parks

"These minutes have **not** been reviewed by the oversight committee and are subject to approval at the next regular committee meeting."

Call Meeting to Order

The Wednesday, May 13, 2020 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, Roy Englebert, Susan Kohout, Ken Fisher, Nancy Robillard, Alexis Heim Peter, and David Enigl.

Others Present: Administrator Ken Pabich, CC Grant Thomas, Facilities & Parks Director Wayne Spritka, and County Clerk Jill Lau.

Virtual attendance: Finance Director Steve Wipperfurth, Land Use Services Director Mariah Goode, Planner Becky Kerwin, and public.

Election of Vice Chairperson

Supervisor Enigl nominated Ken Fisher as Vice Chairperson.

Motion by Enigl, seconded by Kohout to close the nominations and unanimously elect Ken Fisher as Vice Chairperson. Motion carried by unanimous voice vote.

Adopt Agenda / Properly Noticed

Motion by Robillard, seconded by Heim Peter to approve the agenda. Motion carried by unanimous voice vote.

Approve Minutes of March 11, 2020 Regular Facilities & Parks Committee Meeting

Motion by Fisher, seconded by Englebert to approve the minutes. Motion carried by unanimous voice vote.

Correspondence

- Two press releases included in meeting packet
- Supervisor Fisher noted an email from Paula Hahn was received re: Forestville Mill Pond

Parks Division**Friends of the Door County Parks System Report**

No meeting/no report.

Cana Island Project Update – FYI

Spritka reported Phase III is complete. \$29,600 in the positive for the overall budget. Electrical work and camera install will be starting soon.

Frank Murphy County Park - Frontier Communications Lease Extension Review

Information included in the meeting packet was reviewed. Currently the County leases an area at Frank Murphy County Park for Frontier to have switch gear located. The lease is up this year. Current lease rate is \$200/year. The County has the option to renew the lease for 3 or 5 years.

Motion by Fisher, seconded by Enigl to approve a 5 year lease extension with Frontier Communications and send to County Board for approval. Motion carried by unanimous voice vote.

Wis-DOT Draft MOA Wayside Property Transfer - Update, Review

Spritka explained Wis-DOT wants to divest three properties - Meridian Park, Plum Bottom, and the Historical Marker at UW Extension Field Office on Hwy 42. The Committee previously approved the two restroom sites as long as the restrooms are remediated and removed; DOT has agreed to remove the facilities. Spritka reviewed the information included in the meeting packet noting specific changes recommended to the agreement. Since the public has become accustomed to the rest stops it was suggested to install signs at the properties stating the restrooms have been removed and no longer available.

Motion by Fisher, seconded by Englebert to approve the recommended contract changes with the Wis-DOT as presented by the F&P Director. Motion carried by unanimous voice vote.

John Miles County Park CIP Project - Funding Reallocation Request, Racetrack Safety Fence Replacement

A memo included in the meeting packet was reviewed. Spritka proposes to reallocate a portion the CIP funds dedicated to the entrance gate to the racetrack safety fence replacement. Concerns expressed, given the times we are in, will racing continuing and should an investment be made at this time in a new fence. Administrator Pabich recommended deferring the decision until the Committee can review the terms of the race track lease. No action taken.

Bike Trail Egg Harbor - Frank Murphy Park Draft RFP – Review/Approve

Spritka reported the Village of Egg Harbor is handling drafting the RFP and most of the project. The County would be a partner to the Village. The Village is working on the costs and the engineering portion of the project. The County has made no commitment to the project at this time. No action taken.

2020-2025 Door County Parks and Open Space Plan Final Draft – Review/Discuss/Approve

The draft was included in the meeting packet. Planner Becky Kerwin presented a brief overview of the project to date. Kerwin asked the committee to discuss and make recommendations on all yellow highlighted items in the draft plan. Kerwin noted language in purple was offered from a member and/or members of the public. The committee needs to determine if they want to stay with the highlighted yellow language or replace with the language in purple. The draft document was reviewed page by page. Committee members agreed to replace language in the draft plan with the language in purple print.

Motion by Fisher, seconded by Robillard to approve the draft plan with the recommended changes and move on to County Board. Motion carried by unanimous voice vote.

Facilities Division

Sheriff Department Storage Building Project – Update

Spritka reported the project has been awarded to Keller. A pre-construction meeting will be held on Monday.

Cintas Uniform Contract 2020-23 Review/Approve

This is a 3-year review and approval. The contract has been re-written to include, in one contract, both the parks and facilities. Spritka negotiated pricing. Assistant Corp Counsel Behling has reviewed and approved the contract language and addendum.

Motion by Englebert, seconded by Kohout to accept the contract as presented. Motion carried by unanimous voice vote.

2021 Fleet Vehicle Budget Review/Approval

Spritka reviewed information included in the meeting packet – Fleet, Facilities, and Parks vehicles and equipment replacement.

Motion by Enigl, seconded by Kohout to approve the 2021 Fleet Vehicle budget as presented. Motion carried by unanimous voice vote.

2021-2026 CIP Project Review/Approval

Information included in the meeting packet was reviewed. Projected projects include one elevator replacement at the Government Center; John Miles Park race track safety fence; and Ellison Bluff County Park paving.

Recommendation for Regular Employment - Facilities Manager - Dan Klansky – FYI

Spritka noted Dan has completed his 6-month introductory period and recommends Dan be moved to regular employment status.

Motion by Heim Peter, seconded by Robillard to approve the recommendation to move Dan Klansky to regular employment status. Motion carried by unanimous voice vote.

442 Michigan Street Facility Disposition – Draft Raze RFP – Review/Approve

The draft RFP was included in the meeting packet and was reviewed. Chairman Austad provided a history of the building to update for new committee members.

Motion by Enigl, seconded by Englebert to approve moving forward with the RFP. Motion carried by unanimous voice vote.

Set Meeting Date for a Review of Current Facility Project (Washington Island EMS-Youngers Building Development)

May 28th at 9:00 a.m.

Fair Board Liaison Report

No new information to report. Supervisor Englebert and Chairman Austad are the new Liaisons to the Fair Board. Supervisor Kohout and Supervisor Fisher are the alternates.

Request for Agenda Items for Next Month's Meeting

- Facilities & Parks Committee Duties & Responsibilities

Review of Vouchers, Claims and Bills

N/A.

Next Meeting Date: Regular Meeting

- Thursday, May 28, 2020 – 9:00 a.m. – Special Meeting for Review of Current Facility Project (Washington Island EMS-Youngers Building Development)
- Wednesday, June 10, 2020 – 9:00 a.m.

Meeting Per Diem Code

513.

Adjourn

Motion by Enigl, seconded by Fisher to adjourn. Time:11:05 a.m. Motion carried.

Respectfully submitted, Jill M. Lau, County Clerk

MINUTES

Thursday, May 28, 2020

**FACILITIES & PARKS
COMMITTEE**Door County Government Center
County Board/Chambers Room (C102) - 1st Floor
421 Nebraska Street, Sturgeon Bay, WI*Oversight for Facilities and Parks*

"These minutes have **not** been reviewed by the oversight committee and are subject to approval at the next regular committee meeting."

Call Meeting to Order

The Thursday, May 28, 2020 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, Roy Englebert, Susan Kohout, Ken Fisher, Nancy Robillard, Alexis Heim Peter, and David Enigl.

Others Present: Administrator Ken Pabich, Facilities & Parks Director Wayne Spritka, Emergency Services Director Aaron LeClair, Parks Manger Burke Pinney, Facilities Manager Dan Klansky, Dan Roarty – Samuels Group, and County Clerk Jill Lau.

Virtual attendance: Alexandra Ramsey – Engberg Anderson Architects, Supervisor Laura Vlies Wotachek, Finance Director Steve Wipperfurth, and public.

Adopt Agenda / Properly Noticed

Motion by Fisher, seconded by Kohout to approve the agenda. Motion carried by unanimous voice vote.

Correspondence

No correspondence was presented.

Facilities Division**Washington Island EMS- Facility Study Review**

Administrator Pabich reviewed the history of the project and where the County is, at this point. Dan Roarty – Samuels Group, reviewed work to date. An RFP was submitted, kick off meeting was held, site visit in March, approval of scope and review of preliminary floor plans completed in April, followed by today's meeting to present finalized plans and budgets. Dan reviewed the assessments and cost estimates of the two options for an EMS facility on Washington Island. One option is a vacant 10-acre parcel at the corner of Airport Road and Town Line Road to construct a new, approximate 5,200 sqft. Facility, at the site with possible Fire Station relocation in the future. The second option is the Historic Island Dairy Building renovation to remodel approximately 2,000 sqft with an 1,800 sqft addition. The Dairy site could plan for a possible Fire Station relocation in the future. It was noted the head room under the elevated deck needs to increase if garage is located under deck.

Discussion of new construction option vs remodel of existing building. Roarty reviewed the general layout of a new building on a vacant land site. Estimated cost is \$2.5M including a contingency; the cost of the property is not included. The anticipated cost of the property is \$75,000. Roarty reviewed the general layout of the exiting Dairy building. Estimated cost is \$1.15M including contingency; the cost of the building is not included. The anticipated cost of the property/building is unknown.

The Committee discussed the need for more information before moving forward. The Committee discussed the age of the Dairy building and the foundation, the size of the proposed garage addition on the Dairy building, and if there would be a need to remove the deck attached to the building.

The Committee recessed at 10:28 a.m. and reconvened at 10:39 a.m.

Former Younkers Building Facility Study Review

Alexandra Ramsey of Engberg Anderson Architects, presented the project history, progress, Historical Museum Masterplan 2011; Archive goals, building goals, exploration of alternatives, site planning, layout options, renovation options, and project costs (\$4.6M to \$6 as presented). Alternatives were reviewed and included demolishing the low building and remodeling the high building for Archives and Youth Connection, rough cost \$3.51M; Demolishing the entire structure and building new 10,000 sqft facility for Archives and Youth Connection, rough cost \$4.66M; or demolish entire structure and build new for Archives only, rough cost \$2.93M. It was noted the three alternatives were not studied in detail and are estimates which would need to be looked at in more detail.

The Committee discussed next steps. It was suggested a generalized presentation with background be given to the full County Board. How the Library fits in to County operations should be included in the presentation

Facilities & Parks 3rd Party Use of County Spaces

Administrator Pabich explained with the advisory recommendations in place for COVID-19 the Facilities & Parks Department is looking at what to do with events already booked at the County Parks. The County is in discussions with the racetrack promoter at this time. There were also other events booked last year. F&P Director Spritka informed the Committee that the Parks Department is not currently taking any new reservations for parks/facilities. Those events already booked are being asked to reconsider their events given the recommendations and guidelines in place.

Request for Agenda Items for Next Month's Meeting

Nothing new as of this meeting.

Next Meeting Date

- Regular Meeting – Wednesday, June 10, 2020 – 9:00 a.m.

Meeting Per Diem Code

528.

Adjourn

Motion by Enigl, seconded by Fisher to adjourn. Time: 11:57 a.m. Motion carried.

Respectfully submitted, Jill M. Lau, County Clerk

SPRITKA, WAYNE

From: Mike Johnson <mdj920@gmail.com>
Sent: Friday, May 29, 2020 8:22 AM
To: County Parks,
Cc: Roy Englebert; Mark Heimbecher; Patrick Olson; Town of Clay Banks
Subject: Lower LaSalle Road

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Wayne,

Attached is a picture illustrating the ongoing water problems in Robert LaSalle County Park and Lower LaSalle Road. This water is having an ongoing and significant impact in the County Park, the Town Road and the adjoining Residences. The Clay Banks Town Board met this last Tuesday and through formal action are requesting assistance from the Door County Parks Department to correct the drainage issue on Lower LaSalle Road. We feel there is a long-term practical solution that will benefit all parties for the years to come.

I would be happy to meet with you to show and discuss the problem with you. Please feel free to contact me at your earliest convenience.

Best regards,

Mike Johnson, Chairman
920-493-3948

DUTIES OF COMMITTEES

Adopted May 26, 2020

PREAMBLE

The principal purpose here is to delineate, without limitation by reason of enumeration herein, the primary roles, responsibilities, and authority of Door County's committees, commissions, and boards.

In any county that has a county administrator:

- The county administrator is the chief administrative officer of the county, and coordinates and directs all administrative and management functions of the county government not otherwise vested by law in boards or commissions, or in elected officers (See: Section 59.18 Wisconsin Statutes).
- The various county committees, commissions, and boards are policy making bodies only, determining the broad outlines and principles governing such administrative and management powers.

One objective here is to define and strike a balance between the administrative and management functions and policy making function of county government.

References to the Wisconsin Statutes or Wisconsin Administrative Code are to those in full force and effect on the date this document is approved or as thereafter amended or revised

This document is subject and subordinate to the Wisconsin Statutes and Wisconsin Administrative Code.

FISCAL MATTERS APPLICABLE TO ALL COMMITTEES

1. Annual Budget

The County Administrator and Finance Director will, annually, prepare a proposed budget for submission to the Finance Committee. The Finance Committee will review and approve or modify and approve the proposed budget, and then refer the same (in relevant part) to each departmental oversight committee. The oversight committees will review and approve or modify and approve the proposed budget, and refer the same to the Finance Committee. The Finance Committee will report the final proposed budget to County Board for consideration and action in accordance with Section 65.90 Wisconsin Statutes.

2. Capital Improvements ("C.I.P.")

Each oversight committee is responsible for reviewing and approving all capital item requests, those that pertain to the CIP, prior to the departments submitting them for inclusion in the proposed CIP.

3. Payment Vouchers ("PV")

Each oversight committee is empowered to review all proper claims and expenses for the departments.

4. Contracts / Agreements

Contracts with a term greater than 1 year shall be approved by the oversight committee. Contracts with terms over 3 years or that were not part of the approved budget shall be recommended for approval to Finance Committee and the County Board.

DUTIES OF STANDING COMMITTEES

(7) Facilities and Parks Committee

Oversight of County Facilities and Parks

1. Serve as oversight committee of buildings and grounds of the County and the departments responsible for their operation, if not designated to another committee, to include Government Center, Justice Center, Library, Museum, Highway, John Miles Park, Door County ADRC and Emergency Services, Veterans Memorial, and all County Parks.
2. Serve as oversight committee for all County Parks in a manner that is generally consistent with Sections 27.02-27.075 Wisconsin Statutes.
3. Acquire and hold, lease or rent, convey real and personal property for public uses or purposes as authorized by the County Board.
4. Oversight for the purchase of all vehicles, building machinery and equipment, unless specifically delegated to another committee or department.
5. Oversight of all repair, maintenance and remodeling of County owned buildings, including government surplus property.
6. Oversight of new construction on all county owned property, unless specifically delegated to another committee.
7. Authorized to lease or rent unused space in County facilities.
8. Oversight of all County machinery and equipment not designated to another committee or department.
9. Authorize the sale, trade or disposal of all surplus obsolete equipment and machinery deemed no longer useful to the County.
10. Authorize the sale, trade or disposal of all surplus or obsolete real or personal property following County policy.
11. Provide general oversight of, and through the Fair Board and Fair Officers, provide for and conduct the Door county Fair. The Forgoing is subject to the regulations set forth in Sections 59.56(14) and 93.23 Wisconsin Statutes, and Chapter ATCP 160 Wisconsin Administrative Code.

Facilities & Parks Department Project Tracking

6/2/2020

	Project Name	Location	Status- planning contracted active- closed
1	Gana Island Interpretive Center	Cana	Closed
2	Central Hwy Shop Parking lot LED lighting upgrade	C-Hwy shop	Hold
3	RFP Design Development EMS-Washington Island	W-I	Active
4	Hwy 42/57 Snow mobile bridge safety warning lights or signage	Parks	Hold
5	Government Center Security update	GC	Closed
6	New Furnace for Museum, PM	Museum	Closed
7	Younkers Building- Study	Museum-Library	Active
8	Bid Raze 442 Michigan buildings	Museum	Active
9	Replace 2 fleet vehicles (received Van)	GC	Closed
10	Bid Library Heat-Boiler replacement- Jun/Jul 2020	Library	contracted
11	UPS Replacement 6kva	JC	Closed
12	Race Track Turn 1&2 Safety Fence (engineering by Integrity Eng)	JMP	planning
13	Gov Center LED Project	GC	Active
14	Justice Center LED Project	JC	Active
15	W-I EMS Facility- Parcel Study	W-I	Active
16	Stage At JMP	JMP	HOLD
17	Sherriff Storage Garage	JC	contracted
18	Glass Enclosure/Barrier Clerk of Courts	JC	canceled
19	Replace 2 Dept Vehicles 2020 2-trucks	GC	ordered 2-10-20
20	Pinney Park Breakwall Maint Repairs (WDNR Grant project)	Pinney P.	closed
21	Meridian Park- 4.5 acre addition	Meridian P.	Hold
22	Park Survey		closed
23	5-year Park Strategic Plan	5 year Park S.	closed
24	North Hwy Shop LED lighting upgrade	Hwy	closed
25	Forestville Mill Pond Drawdown	Forestville P.	Active

Facilities & Parks Department Project Tracking

6/2/2020

*Status-
planning
contracted
active closed*

		Location	
28	Bird City Application	Parks	closed
29	Bike Path Extension	Parks	planning
30	Snowmobile Grant Application 20'-21'	Parks	active
31	DC Horse & Pony building docs-facility use agreements	Parks	active
32	Bench installl JMP	JMP	active
33	Forestville Dam Repair- under Bridge-safety items	Parks	active
34	Frank Murphy Boat Launch Repair	Parks	active
35	Lilly Bay Boat Lanch Repair	Parks	active
36	Tornado- Restrooms- tank and roofs	Parks	planning
37	Pinney Park Breakwater semi annual maintenance	Parks	closed
38	South /hwy Shop LED lighting upgrade	Hwy	closed
39	WisDOT Wayside property transfer	Parks	active
40	LaSalle praire planting project	Parks	active
41	Library LED Project main gallery	Library	closed
42	Library HVAC-replacement of 2 motors airhandlers	Library	closed
43	South Hwy shop LED lightiing upgrade	Hwy	closed
44	3 Boat Launch payment Kiosk installs	Parks	active
45			
46			
47			
48			
49			
50			

**LEASE AGREEMENT FOR
JOHN MILES COUNTY PARK RACETRACK
2019 SEASON**

This Agreement is entered into this 21st day of September, 2018, by and between Door County, a Wisconsin Municipal Corporation, of the State of Wisconsin acting through Door County Facilities & Parks Committee, hereinafter referred to as the "LESSOR", and PKS3, hereinafter referred to as the "LESSEE".

The purpose of this Agreement is to permit the Lessee to promote and conduct automobile races upon county property, otherwise known as the John Miles County Park during the term of this Agreement.

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

PARAGRAPH ONE: Lease Premises.

The Lessor hereby agrees to grant to the Lessee a non-exclusive lease to the clay racetrack and appurtenant facilities including grandstand, restroom facilities, and parking lots, all located at the John Miles County Park upon the terms and conditions and for the period set forth hereafter. The Lessor agrees not to allow any other race event on the clay track during the term of this lease as long as the Lessee continues to produce weekly race events within the terms of this agreement.

PARAGRAPH TWO: Rental.

The Lessee shall pay (hereinafter "Event Rental Payment") to the Lessor \$600.00 per night for each night upon which automobile racing is conducted at the John Miles County Park during the 2019 season. If races are cancelled prior to the 1st race on any particular night, payment for that night will be credited to the next scheduled night.

The rental payments shall be due and payable in advance. Payments must be received in the Office of the Door County Facilities & Parks Department no later than noon the Friday before the date upon which a racing event is scheduled to be conducted. Late payments will be assessed a \$25.00 fee. Events may not be held before payment is received. Lessor will provide electricity and other utilities for operation of the premises. Lessee is responsible for turning on and off all lighting and is encouraged to minimize its use.

The Lessee shall provide to the Lessor the following information on an annual basis:

1. The average number of persons in attendance per night;
2. The average number of cars per night.
3. The muffler inspection policy and record.

Said information shall be provided to the Facilities & Parks Director within 30 days of the end of the racing season.

PARAGRAPH THREE: Track Repair, Mowing and Grading.

After the commencement of this lease, the Lessee shall make any repairs to the track, fences or guardrails that may be required by the Lessee's insurer. The Lessee shall install, at his own expense, any additional fences or guardrails that may be required by the Lessee's insurer. Any such posts or guardrails or other fence material installed by the Lessee on the premises for stock car racing purposes shall become the property of the Lessor upon such installation and the Lessee shall not have any right to remove such materials upon termination of this lease or any renewal thereof. Alterations to the track surface and configuration of guardrails or entrances must have prior approval of the Lessor. Lessor shall be responsible for the maintenance of the tarps on turn # 1 and #2. Ripped tarps are to be replaced as needed.

The Lessee shall be responsible for repairing all damage to fences and guardrails caused by the racing events. The Lessee shall make any repairs needed and to bring the track into proper condition before the beginning of each racing season. The Lessee shall also be responsible for all track preparation including but not limited to weekly grading, watering and repairs to the track. Lessor will set aside a portion of each week's rent to be

used as clay replacement or for other expenses caused by racing events. The amounts to be set aside and the clay replacement/other expenses are at Lessor's discretion. Lessee agrees that any amounts set aside under this paragraph are the sole property of the Lessor.

If the Lessee terminates this lease for any reason, the Lessee shall provide receipts for all capital improvements to the Door County Parks Committee. Upon termination of the lease, the capital improvements become property of the Lessor.

PARAGRAPH FOUR: Cleaning.

The Lessee agrees that after each racing event, he will arrange to have all areas of the Park used during a racing event cleaned of all waste and refuse. This shall include, but not be limited to, all restroom areas, which were open to the public during the racing events, parking lots, roads, midway, grandstand (including but not limited to the sound booth and area under grandstand), track, pit and infield areas. Lessee shall also be responsible for refuse disposal after cleaning. Garbage cans are to be emptied after each event. Trash, rocks, car parts, etc, must be picked up and disposed of properly. Nothing may be placed in bumper tires, on grass or behind fences. Cleaning must be completed within 14 hours of the event. Any cleanup not completed by lessee after 14 hours will be done by lessor and charged to lessee at \$40.00 per hour per person. Waste oil is to be contained in closed barrels and barrels are to be stored in a secondary containment basin and to be removed when full and at the end of the season. No other methods of storage of waste oil are allowed. Operator is to purchase containment bin. All junk batteries, tires, vehicles, waste oil, misc car parts and other refuse items are to be removed from county property at the end of the racing season. Items not removed within 14 days of the close of the season will be removed by the Lessor at the Lessee's expense.

PARAGRAPH FIVE: Maintenance.

The Lessee agrees to provide, at his own cost, maintenance service around the track area. It is stipulated by the parties that the performance by the Lessee of his obligation with respect to the maintenance shall be to the satisfaction of the Lessor. Any damage to the premises occurring when the same is not in use by the Lessee shall not be the responsibility of the Lessee, it being agreed, however, that the Lessee shall be responsible to repair any damage to the premises which occurs during the times when the Lessee is in control of the premises either for actual racing events, for preparation, or for clean up. In the event the Lessor provides for the Lessee any materials or tools or other supplies used in connection with the purposes of this lease or Lessee's obligations hereunder, the Lessor shall bill such expense to the Lessee who shall immediately pay the same. Lessee shall be permitted to go on the track for preparation for a race or for clean up or repair after the race, any time no other event is taking place on the track.

The Lessee shall ensure that all vehicles, including but not limited to racecars, wreckers, track maintenance vehicles, and spectator vehicles shall be kept off of the infield area of the racetrack including the blacktop go-kart track, except for the area commonly known as the winners circle. The Lessee shall continue to monitor safety and remove all dropped clay outside the fenced pit/racetrack area after each racing event.

PARAGRAPH SIX: Concessions.

The Lessee shall have concession privileges for all Lessee's events, including the right to sell food and beverages. In addition, Lessee can maintain "mobile" concession stands located at reasonable places on the grounds. It is agreed that the Lessee shall be permitted to sell food and non-alcoholic soft drinks in the track pit area, however, the food and soft drinks shall not be prepared in the pit area for sale. Lessee shall be permitted to sell beer in the grandstand area, provided the type of containers used in such sale are acceptable to the Director of the Facilities & Parks Department.

PARAGRAPH SEVEN: Deposit.

A deposit of \$1,000.00 shall be provided to Door County at the commencement of this lease to be retained for the length of the lease. The deposit may be used by the Lessor to guarantee compliance with Paragraphs Four and Five herein.

PARAGRAPH EIGHT: Security.

The Lessee agrees to provide such security personnel as shall be necessary to insure that peace and orderly conduct are maintained during racing events, and further, to provide ambulance and emergency medical

services as may be reasonably necessary to safeguard participants and spectators. It is the lessee's responsibility to ensure that all facilities are secure and locked after each event.

PARAGRAPH NINE: Insurance.

During the full term of this Lease Agreement, Lessee shall, at its sole cost and expense, maintain a policy or policies of insurance, in a form and from providers acceptable to Lessor, as follows:

Comprehensive general liability with coverage written on an occurrence basis with limits not less than:

- a. \$1,000,000.00 for personal injury or death arising out of any one occurrence; and
- b. \$500,000.00 for property damage arising out of any one occurrence, and
- c. Workers' Compensation as required by the State of Wisconsin.

Said insurance shall cover all risks incident to any activity of Lessee at the John Miles Park or racetrack. Each insurance policy shall name the Lessor as an additional insured. Each insurance policy must contain a clause or endorsement to the effect that such may not be terminated or amended during the term of this Lease Agreement except after five (5) days written notice to Lessor. Lessee shall furnish Lessor copies of all insurance policies, with evidence of payment of premiums. Lessee shall not commence exercising its rights under this Lease Agreement until and unless all insurance under this paragraph is in full force and effect.

PARAGRAPH TEN: Hold Harmless Clause.

The Lessee shall indemnify and hold harmless the Lessor against any and all claims, demands, causes of action, suits or judgments including expenses incurred in connection therewith for death or injuries to persons, or for loss of or damage to property, arising out of or in connection with the use and occupancy of the leased premises by the Lessee, his agents, employees, invitees or others under the Lessee's control. The Lessor shall not be responsible for any damage, injury or death arising from any act or omission in connection with the operation, management, or maintenance of any equipment of facility on the leased premises by the Lessee, his agents, employees, invitees or others under the Lessee's control.

The Lessee shall assume all such liability and indemnify the Lessor against any liability arising therefrom. Should an action be commenced in which the Lessor is made a party defendant due to the acts of the Lessee, his employees, agents, invitees or others under his control, Lessee shall pay, upon demand, Lessor's legal fees and any damage or other awards resulting from such action. Lessee shall, at all times, indemnify the Lessor against any judgments resulting as aforesaid.

Lessee shall be solely responsible for and shall take the actions necessary to eliminate the harmful effects from the Lessee's or Lessee's officers, agents, employees, contractors, subcontractors or licensees discharge, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any hazardous substance at the Leased Premises.

PARAGRAPH ELEVEN: Subleasing.

Any subleasing of the rights conveyed hereunder by the Lessee is strictly prohibited. Lessee is permitted, however, to sublease to food concessions to other concessionaires and community organizations. All concessions to be sublet or signs to be erected must have the approval of the Director of the Door County Park's Department, prior to the concession being let or signs erected. It is understood, however, that the Lessee may keep two 4' x 8' signs in place for the racing season explaining and advertising race information.

PARAGRAPH TWELVE: Termination.

If the Lessee shall fail to perform or observe any of the obligations under this Agreement, the Lessor must give written objection to the Lessee regarding material non-compliance with the lease and Lessee shall have ten (10) days to rectify the material non-compliance. If at the end of ten (10) days, material non-compliance is not corrected, Lessor may terminate this lease and all obligations of Lessee shall become immediately due and payable.

PARAGRAPH THIRTEEN: Term.

ONE (1) YEAR. This lease is renewable by mutual written agreement of the parties as a ONE year lease. Each of the parties shall notify the other of their intention to renew or not renew at least thirty (30) days prior to the start of the new lease term. Each new lease term begins on October 1st of each year. Therefore, each party must notify the other of their intention to renew by at least September 1st of any year.

The parties agree that the track opens April 1st for repairs. A racing season for each year is defined to be from the last Saturday in April to the last Sunday in September.

PARAGRAPH FOURTEEN: Dates.

The lease provides for the use by the Lessee of the Leased premises on Friday, Saturday or Saturday evenings during each racing season with the exception of that period during which the Door County Fair is in progress each year. One practice session, within the two weeks preceding the start of the regular racing season, may be scheduled without additional rental payment. The parties may, by letter of understanding, agree to additional dates within each year of the lease for Lessee to produce related shows and events. The Lessor may reject any day and any event proposed by the Lessee.

PARAGRAPH FIFTEEN: Entire Agreement.

This Agreement constitutes the entire Agreement between the parties hereto superseding all prior oral or written representations, understandings, covenants and agreements on the subject hereof. The lease excludes the week each year that the Door County Fair Association has authority over the park; however, the Lessee is free to negotiate with the Door County Fair Association for operation of any events and concession during that time upon terms which are mutually agreeable to both parties.

PARAGRAPH SIXTEEN: Applicable Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event that any provision hereof shall be determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions hereof which shall be severable.

PARAGRAPH SEVENTEEN: Responsible parties.

In negotiating any amendments, modifications, settlements, or renewal of this contract, the responsible parties to conduct such negotiations are, for the Lessor, the Oversight Committee for Door County Facilities & Parks and the President of the Corporate Lessee.

PARAGRAPH EIGHTEEN: Curfew.

The Lessee agrees that there shall be no running of an organized racing event or excessive noise from racing vehicles on the leased premises later than 10:00 p.m. The Lessee agrees not to have noise levels higher than ninety (90) decibels at any race event. Lessor shall have the right to measure the decibel level at any time. If there is a legitimate substantive complaint of the noise level being over ninety (90) decibels at a race event, the Lessor must give Lessee notice of the decibel level being over ninety (90) decibels and the Lessee must correct the noise condition by the next race event. It is understood that if the decibel levels over ninety (90) are not corrected by the next race event, the Lessor may avail itself of termination provisions as found in Paragraph Twelve of this lease.

It is agreed that by 11:30 p.m. of the night of the racing events, the Lessee shall:

1. Have the race track lights off; and
2. All race participants and spectators shall have exited from the premises.
3. This lease is subject to any regulation or ordinances imposed by the City of Sturgeon Bay.

PARAGRAPH NINETEEN: Miscellaneous.

Lessee acknowledges that it will be responsible for obtaining all necessary beer licenses.

IN WITNESSE WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:
DOOR COUNTY, A WISCONSIN MUNICIPAL CORPORATION

Accepted and agreed this 21st day of September, 2018

John M. Law

By: Dan Austad
Dan Austad, Door County Facilities & Parks Committee Chair

Accepted and agreed this 21st day of September, 2018

John M. Law

By: Wayne Spritka
Wayne Spritka, Door County Facilities & Parks Director

LESSEE:
PSK3

Accepted and agreed this 21st day of September, 2018

John M. Law

By: John Sternard
Print Name: John Sternard

EXTENSION OF LEASE AGREEMENT FOR
JOHN MILES COUNTY PARK RACETRACK 2020 SEASON

In accordance with Paragraph Thirteen of the lease agreement between Door County and PKS³, and each party expressing their desire to renew the lease in its entirety for the 2020 racing season, the parties hereby agree that the terms and conditions expressed in the 2019 lease agreement are adopted in their entirety for the 2020 racing season.

This renewal is for a period of one year, and the terms and conditions relating to renewal of the lease in subsequent seasons remain in full force and effect.

This renewal is effective October 1st, 2019.

LESSOR: DOOR COUNTY, A WISCONSIN MUNICIPAL CORPORATION

By: Dan Austad 9-12-19 Date:
Dan Austad, Door County Facilities and Parks Committee Chair

By: W. Spritka 9-12-19 Date:
Wayne Spritka, Door County Facilities and Parks Director

LESSEE: PKS3

By: JOHN STERNARD [Signature] Date: 8/28/19
Print Name:

EXTENSION OF LEASE AGREEMENT FOR JOHN MILES COUNTY PARK RACETRACK 2021 SEASON

In accordance with Paragraph Thirteen of the 2019 lease agreement between Door County and PKS³, and each party expressing their desire to renew the lease in its entirety for the 2021 racing season, the parties hereby agree that the terms and conditions expressed in the 2019 lease agreement are adopted in their entirety for the 2021 racing season. Due to the COVID-19 pandemic and issues relating to health and safety, Lessor and Lessee agree that the 2020 racing season is unfeasible and must be cancelled without breaching the Lease Agreement or effect on this extension.

This renewal is for a period of one year, and the terms and conditions relating to renewal of the lease in subsequent seasons remain in full force and effect.

This renewal is effective October 1st, 2020.

LESSOR: DOOR COUNTY, A WISCONSIN MUNICIPAL CORPORATION

By: _____ Date:
Dan Austad, Door County Facilities and Parks Committee Chair

By: _____ Date:
Wayne Spritka, Door County Facilities and Parks Director

LESSEE: PKS3

By: _____ Date:
Print Name:

Door County CIP Capital Outlay 2021

Department: Facilities & Parks

Qty	Item	Description	Cost Per Item	Extended Amount	Priority Rank 1,2,3 etc.	Oversight Approved X	Comments
1	JB	Gov Center elevator Replacement	\$275,000.00	\$50,000.00	3		2024 Planning
1	JB	Racetrack Safety Fence Replacement	\$49,565.00	\$62,000.00	1		2021
1	JB	Booster Pump Replacement-JC	\$47,747.00	\$52,521.00	1		add 10% electrical and infl.

Total Capital Outlay \$5,000-\$50,000

164,521.00

**DOOR COUNTY
CAPITAL IMPROVEMENT PROJECT (CIP) FORM 2021-2025**

Department: Facilities & Parks
Project Name: Gov Center Elevator Replacement

Submitted By: Wayne Spritka
Date: 5/4/2020

Priority: Urgent/Necessary/Growth-Related (circle one)

Description:
Full replacement of the Otis Elevator car and mechanical equipment.
Recomend building a project fund prior to replacement unless an emergency replacement is required.

Location (summarized--detailed project plan, location, and justification to be attached):
Governmnet Center 4th Ave entrance.

Justification (summarized--detailed project plan, location, and justification to be attached):
Government Center National Elevator is 63 years old. Car & mechanical equipment incorporates antiquated technology from 1957. Parts are dificult to aquire for repairs.

Expenditures (in thousands) Provide \$ amounts for all years if applicable.	Budget 2021	Proposed 2022	Proposed 2023	Proposed 2024	Proposed 2025
Building Construction/Remodeling/Purchase	-	-	-	-	-
Road Construction/Maintenance	-	-	-	-	-
Equipment Purchase	50,000	100,000	75,000	50,000	-
TOTAL	50,000	100,000	75,000	50,000	-

(Note: The oversight committee is to recommend the funding source before moving the C.I.P. forward.)

Funding Source (in thousands) Provide \$ amounts for all years if applicable.	Budget 2021	Proposed 2022	Proposed 2023	Proposed 2024	Proposed 2025
Long Term Financing (15 years to 25 years)	-	-	-	-	-
Short Term Financing (60 days)	-	-	-	-	-
Federal/State Aids (describe)	-	-	-	-	-
Tax Levy	-	-	-	-	-
Other (prior year carryover)	-	-	-	-	-
TOTAL	-	-	-	-	-

(all columns are formatted--just enter the amounts with no decimals)

**DOOR COUNTY
CAPITAL IMPROVEMENT PROJECT (CIP) FORM 2021-2025**

Department: Facilities & Parks
 Project Name: John Miles Park Rece Track Safety Fence

Submitted By: Wayne Spritka
 Date: 5/4/2020

Priority: Urgent/Necessary/Growth-Related (circle one)

Description:
 Remove and Replace Safety debris fence on turn 1 & 2 John Miles Park Racetrack

Location (summarized--detailed project plan, location, and justification to be attached):
 John Miles County Park

Justification (summarized--detailed project plan, location, and justification to be attached):
 Current fence is in disrepair and failing. New system will be an engineered satey Fence to meet Aegis Corporation and Motorsport Race promoter standards.

Expenditures (in thousands) Provide \$ amounts for all years if applicable.	Budget 2021	Proposed 2022	Proposed 2023	Proposed 2024	Proposed 2025
Building Construction/Remodeling/Purchase	62,000	-	-	-	-
Road Construction/Maintenance	-	-	-	-	-
Equipment Purchase					-
TOTAL	62,000	-	-	-	-

(Note: The oversight committee is to recommend the funding source before moving the C.I.P. forward.)

Funding Source (in thousands) Provide \$ amounts for all years if applicable.	Budget 2021	Proposed 2022	Proposed 2023	Proposed 2024	Proposed 2025
Long Term Financing (15 years to 25 years)	-	-	-	-	-
Short Term Financing (60 days)	-	-	-	-	-
Federal/State Aids (describe)	-	-	-	-	-
Tax Levy		-	-	-	-
Other (prior year carryover)	-	-	-	-	-
TOTAL	-	-	-	-	-

(all columns are formatted--just enter the amounts with no decimals)

**DOOR COUNTY
CAPITAL IMPROVEMENT PROJECT (CIP) FORM 2021-2025**

Department: Facilities & Parks
Project Name: Justice Center Booster Pump Replacement

Submitted By: Wayne Spritka
Date: 5/20/2020

Priority: Urgent/Necessary/Growth-Related (circle one)

Description:
Replace booster pump in the Justice Center mechanical room

Location (summarized--detailed project plan, location, and justification to be attached):
1201s Dulth Ave- Justice Center

Justification (summarized--detailed project plan, location, and justification to be attached):
Booster has had 2 repairs in the last year. The pump sled has a small leak currently with a temporary patch. 2019 Bassett Mechanical recommened a replacemnt within 2 years. Since then a second leak has developed.

Expenditures (in thousands) Provide \$ amounts for all years if applicable.	Budget 2021	Proposed 2022	Proposed 2023	Proposed 2024	Proposed 2025
Building Construction/Remodeling/Purchase		-	-	-	-
Road Construction/Maintenance	-	-	-	-	-
Equipment Purchase/Repair	52,521				-
TOTAL	52,521	-	-	-	-

(Note: The oversight committee is to recommend the funding source before moving the C.I.P. forward.)

Funding Source (in thousands) Provide \$ amounts for all years if applicable.	Budget 2021	Proposed 2022	Proposed 2023	Proposed 2024	Proposed 2025
Long Term Financing (15 years to 25 years)	-	-	-	-	-
Short Term Financing (60 days)	-	-	-	-	-
Federal/State Aids (describe)	-	-	-	-	-
Tax Levy		-	-	-	-
Other (prior year carryover)	-	-	-	-	-
TOTAL	-	-	-	-	-

(all columns are formatted--just enter the amounts with no decimals)

Door County Non-CIP Capital Outlay 2021

Department: Facilities & Parks

Qty	Item	Description	Cost Per Item	Extended Amount	Priority Rank 1,2,3 etc.	Oversight Approved X	Comments
1	JB	Double Chip Seal Ellison Bluff Rd	48,500.00	48,500.00	1		long term rd repair
1	JB	Repair/Replace Pit Toilet Doors	\$8,736.00	\$9,347.00	1		Carmody Park
1	JB	Repair/Replace Pit Toilet Doors	\$8,736.00	\$9,347.00	2		Pinney Park
1	JB	Repair/Replace Pit Toilet Doors	6,269.00	6,707.00	1		Ellison Bluff
1	JB	Repair- Welcome to Door Co sign	8,500.00	8,500.00	1		Hwy 57 Road sign
1	ea	Clarke 14x24 Automatic Scrubber	5,979.50	6,300.00	1		replacment of an 18 year old floor scrubber

Total Capital Outlay \$5,000-\$50,000

88,701.00



October 14, 2019

Wayne Spritka
Door County Facilities and Parks Director
421 Nebraska Street
Sturgeon Bay, Wisconsin 54235

Re: Asbestos, Lead Paint, and Hazardous Materials Assessment
442 Michigan Street
Sturgeon Bay, Wisconsin 54235

Dear Mr. Spritka,

On behalf of Door County, Ayres Associates (Ayres) assessed the presence of asbestos-containing materials (ACM), lead-paint, and hazardous materials at 442 Michigan Street, Sturgeon Bay, Wisconsin. This assessment included a 1,800-square-foot house with an attached shed and a 110-square-foot detached garage. It is our understanding that these buildings may be demolished. The goal of this assessment was to provide information for planning and estimating pre-demolition abatement costs. Figure 1 shows the vicinity of the property, and Figure 2 depicts the extent of the assessment area on an aerial photograph (Attachment A).

Introduction

The Wisconsin Department of Natural Resources (WDNR) requires building owners or operators to inspect for the presence of ACM before renovation or demolition. ACM refers to building materials containing greater than 1% asbestos. In all cases, materials may be assumed to contain asbestos but can never be assumed not to contain asbestos. If a material is assumed to contain asbestos, then it must be appropriately managed as ACM. Suspect ACM found during the demolition that is not listed in this report should be sampled or assumed to contain asbestos.

On August 23, 2019, William Honea (AI-226200, exp. 12/16/2019) of Ayres, a Wisconsin-certified asbestos inspector, sampled building materials for laboratory analysis. A copy of Mr. Honea's current inspector card is in Attachment B.

Asbestos

Asbestos-containing materials, as designated by the WDNR, are defined as:

Category I non-friable ACM means asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products that contain more than 1% asbestos. When dry, category I non-friable ACM does not crumble, pulverize or reduce to powder under hand pressure. These materials can remain in place during demolition if they are not in poor condition and are not rendered friable by handling, transporting, or disposal. Construction and demolition (C&D) material containing non-friable category I ACM may be disposed at an approved C&D landfill, including a WDNR-approved one-time disposal landfill, or at any other landfill with a plan of operation approved under chapter 289, Stats. Contact the

landfill for assistance. However, non-friable ACM that is sanded, ground, cut, or abraded during the demolition should be treated as friable ACM and disposed of accordingly.

Category II non-friable ACM means any non-friable material, excluding category I non-friable ACM, containing more than 1% asbestos. When dry, category II non-friable ACM does not crumble, pulverize or reduce to powder under hand pressure. An asbestos inspector can classify materials as category II non-friable ACM on a case-by-case basis. The WDNR requires the removal of category II non-friable ACM that is likely to become friable during demolition. Cement board and transite are examples of category II non-friable ACM that often become friable and should be removed before demolition.

Regulated ACM (RACM) means friable ACM and category I non-friable ACM that has become friable or that is subjected to sanding, grinding, cutting, or abrading. RACM also includes category II non-friable ACM that is likely to become friable during demolition. Materials such as pipe insulation, duct paper wrap, sprayed on, or tiled sound insulation materials are usually considered RACM. Friable ACM has little structural strength and readily releases asbestos fibers upon breaking. The WDNR requires the removal of RACM before demolition.

Methodology

The methods used to identify suspect materials, collect samples, analyze materials generally follow EPA, 40 CFR 763, and other applicable federal and state rules and regulations as guidelines.

The scope of this asbestos assessment included estimating the quantities of reasonably and safely accessible ACM, sampling suspect materials, and summarizing their physical condition. The condition of ACM is essential for determining if it must be removed before demolition or if it can remain in place and be removed as asbestos-containing debris.

Samples of suspect materials were submitted to EMSL Analytical in Minneapolis, Minnesota, for analysis by polarized light microscopy (PLM) using EPA method 600/R-93/116. National Emission Standards for Hazardous Air Pollutants (NESHAP) requires the verification of PLM results of less than 10% by point-counting, or those materials must be assumed and treated as ACM. In this assessment, samples with PLM results over 1% were considered ACM. None of the results required point-counting for verification. The appropriate chain-of-custody forms accompanied the samples submitted for laboratory analysis. Attachment C contains the laboratory report and chain-of-custody.

This report is only intended to identify the location, condition, and estimated quantity of ACM, not to require specific response actions by the contractor. A certified asbestos inspector should test suspect ACM found during demolition that is not described in this report.

Results

A summary of the results is presented below. The quantities, locations, conditions, and photographs of sampled and assumed materials are provided in the material inventory field logs (see Attachment D).

All RACM must be removed from the facility before starting demolition activity that could disturb it or preclude its removal. The following materials are considered RACM based on their friability, condition, or forces expected to act on them during normal demolition activities:

RACM

Material	Locations	Quantity	Samples
Window Glazing	House, Shed, and Garage	33 ft ² (20 windows)	8A, 8C, 30A
Vinyl Sheet Liner	1 st Level Kitchen, shelves	20 ft ²	16A
Air Duct Joint Tape	Basement	1 ft ²	25A

Notes: The quantities of materials are estimated, not exact measurements. RACM should be abated before recycling attached substrates, such as wood, metal, glass, concrete, or other masonry materials. See Attachment D for locations and test results.

Non-friable category I and category II ACM that is not in poor condition can remain in place during demolition. Non-friable ACM that it is likely to become friable or subjected to mechanical chipping, drilling, cutting, or grinding should be removed before demolition. The following materials were assumed or confirmed through testing to contain asbestos and are considered non-friable category I or category II ACM:

Non-friable Category I and Category II ACM

Material	Locations	Quantity	Samples
Vinyl Sheet Flooring	1st Level Kitchen, under sink	5 ft ²	15A
Tar Paper	House, Shed, and Garage Roof	1,740 ft ²	Assumed
Shingles	House, Shed, and Garage Roof	1,740 ft ²	Assumed
Rubber Roof	House Porch Roof	180 ft ²	Assumed
Electrical Wiring	Shed, House, and Garage	1,000 ft	Assumed
Electrical Panel	House Basement	1 ft ² (1 panel)	Assumed

Notes: The quantities of materials are estimates, not exact measurements. Remove non-friable ACM before recycling attached substrates, such as wood, metal, glass, concrete, or other masonry materials. See Attachment D for locations and test results.

Limitations

The quantities of ACM listed in this report are visual estimates, not exact measurements. Additionally, ACM classifications are partially based on condition and may change as the condition of building materials change.

Ayres does not sample active mechanical or electrical systems unless they are de-energized by certified personnel following lockout and tag-out procedures. To maintain safe working conditions and the integrity of electrical system components, they were not sampled and instead were assumed to contain asbestos.

Lead-bearing Paint

Ayres Associates assessed the presence of lead in paint on masonry (concrete, stone, or brick) surfaces. The surface area covered by each type of paint tested was estimated, and it's conditional visually assessed. Paint that was not sampled should be assumed to contain lead until additional testing proves otherwise. Paint samples were analyzed by Flame Atomic Absorption Spectroscopy (SW 846 5050B/7000B), and the lead concentrations were reported as percent by weight. This method analyzes the sample as a whole and does not identify the lead content in discrete paint layers. Paint is considered lead-bearing paint (LBP) in Section 254.11(8) of Wisconsin Statutes if it contains more than 0.5% by weight or 1.0 milligrams per square centimeter (mg/cm²).

Results

A total of eight paint samples were collected from interior and exterior masonry surfaces. Three samples contained lead at a concentration above the LBP threshold of 0.5% by weight, and five samples contained detectable concentrations of lead. Analytical results, visual assessments, area estimates, and photographs of the painted surfaces that were tested are summarized in Attachment E. The laboratory report is included in Attachment F.

Lead-bearing Paint Summary

Color	Substrate	Sample	Location	Quantity
White	Brick	P-1	Exterior of House	1,690 ft ²
Gray	Stone	P-2	Exterior of House	70 ft ²
White	Garage	P-3	Southeast Corner of Garage Exterior	5 ft ²

Paint Containing <0.5% by Weight

Color	Substrate	Sample	Location	Quantity
Yellow	Plaster	P-4	2 nd Level Northwest Room	N/A
White	Plaster	P-5	2 nd Level East Room	N/A
Yellow	Block	P-6	Basement	N/A
Blue	Wall	P-7	Closet	N/A
Yellow/Brown	Wall	P-8	Kitchen	N/A

Other Hazardous Materials

During the assessment, Ayres noted other hazardous or environmentally harmful materials that may require specialized disposal. Hazardous materials such as lead, mercury, chlorofluorocarbons (CFCs), hydrofluorocarbons (HCFCs), and polychlorinated biphenyls (PCBs) are often found in air conditioners, refrigerators, lightbulbs, light ballasts, thermostats, and other appliances that were found in the garage and house. Items containing hazardous materials or petroleum products should be removed before demolition and disposed of following applicable state and federal regulations. A table of potentially hazardous materials observed during the assessment is included in Attachment G. See WDNR publication in Attachment I for information regarding the management of these materials.

Asbestos Recommendations

A certified asbestos company should abate RACM and non-friable ACM that is likely to become friable before starting demolition activities that are likely to disturb them. ACM should be removed before recycling attached substrates, such as wood, metal, glass, concrete, or other masonry materials. The selected asbestos company should be licensed to perform abatement work in the state of Wisconsin by the Wisconsin Department of Health Services (DHS). Before beginning demolition, activities involving the disturbance of ACM, submit a "Notification of Demolition and Renovation and Application for Permit Exemption" form and applicable fees to the WDNR (Attachment I).

Wayne Spritka
October 14, 2019

Page 5 of 5

The quantities of RACM and non-friable ACM listed in this report are visual estimates. Ayres recommends verifying these amounts before project design, bidding, budgeting, or submitting a notification of demolition activities to WDNR.

Suspected ACM found during demolition that is not described in this report should either be sampled by a certified asbestos inspector and analyzed or assumed to contain asbestos. Manage confirmed and assumed ACM following all applicable federal, state, and local regulatory requirements. Several WDNR publications are available to guide building owners and operators through the proper handling and disposal procedures for ACM (Attachment I).

Other Considerations

This report is intended for the sole use of Door County. Ayres does not assume liability for the use of this report by unauthorized parties, nor does Ayres assume responsibility or liability for the discovery or elimination of adverse environmental conditions that could cause accidents, injury, damage, or otherwise create a hazardous environment.

Please do not hesitate to contact me with questions or concerns at 262.522.4924.

Sincerely,

Ayres Associates, Inc.



William Honea
Geologist
Certified Asbestos Inspector AI-226200

WLH:amc

Attachments:

Attachment A – Figures

Attachment B – Asbestos Inspector Credentials

Attachment C – Asbestos Laboratory Reports and Chain-of-Custody

Attachment D – Material Inventory Field Logs

Attachment E - Lead Paint Laboratory Reports and Chain-of-Custody

Attachment F – Paint Inventory Field Logs

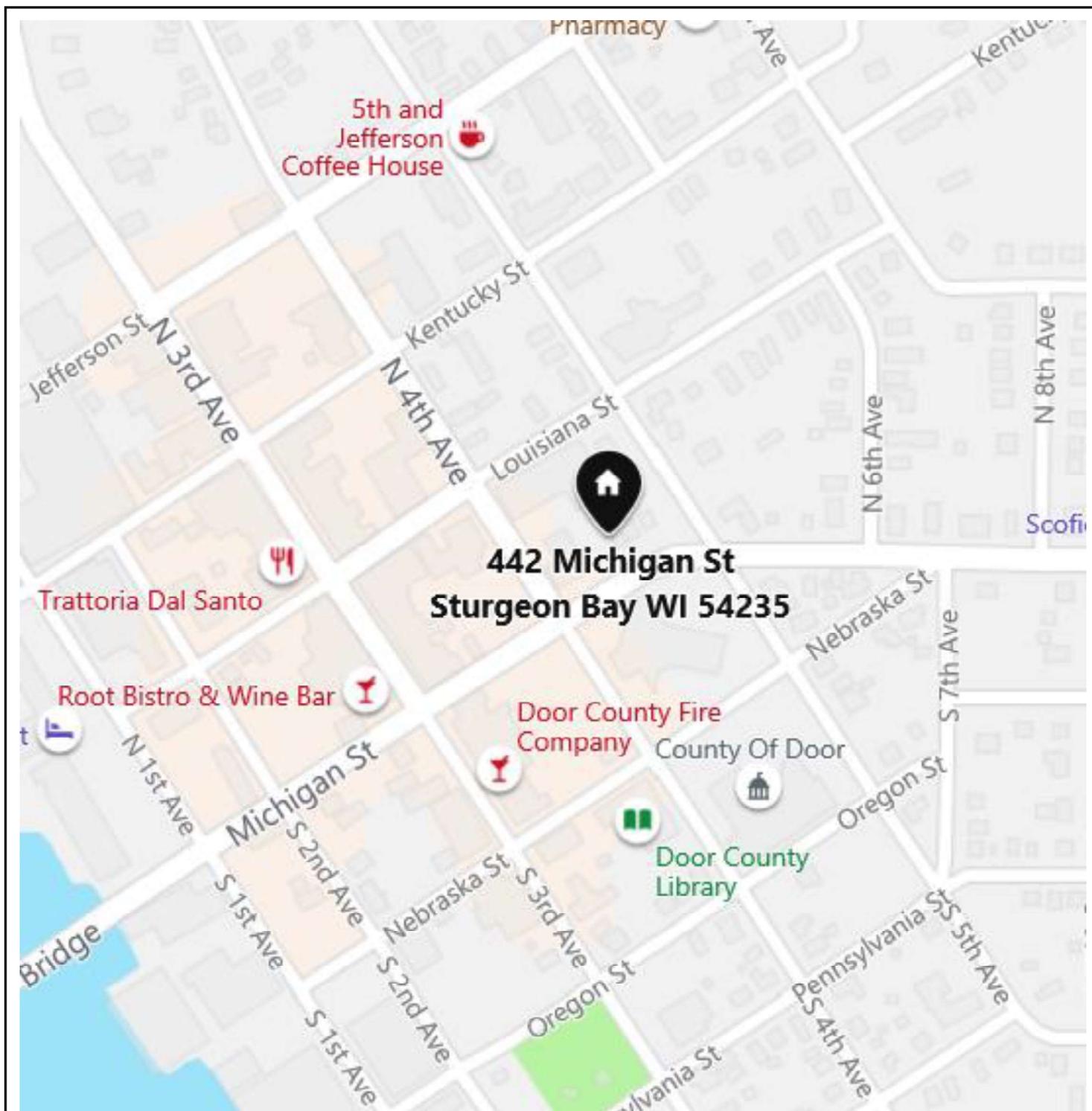
Attachment G – Hazardous Material Inventory Summary

Attachment H – Photographic Log

Attachment I - WDNR Asbestos Publications and WDNR Form 450-113 and Information on Identifying, Handling and Properly Disposing of Hazardous Materials (WDNR Guidance WA-651)

Attachment A

Figures



Source: Bing, 2019



Figure 1 – Location Map

Asbestos, Lead-paint, and Hazardous Materials Assessment
442 Michigan Street
Sturgeon Bay, Wisconsin
October 2019

51-0391.00





Source: www.co.door.wi.gov, 2019 aerial photograph

Figure 2 – Aerial Photograph Property
Asbestos, Lead-paint, and Hazardous Materials Assessment
442 Michigan Street
Sturgeon Bay, Wisconsin
October 2019

51-0391.00



INVITATION TO BID: RAZE STRUCTURES AND REMOVE & DISPOSE OF DEBRIS
 442 MICHIGAN STREET, STURGEON BAY, WI

BID OPENING For:

Date: June 1, 2020

Time 12:00 pm

Present: Wayne Spritka, Denise Denil

RFP language: Door County is seeking sealed bids to raze a structure. Bid Specifications and Instructions may be obtained from Facilities & Parks Director Wayne Spritka, 421 Nebraska Street, Sturgeon Bay, Wisconsin, 54235 [Ph. (920) 746-2211] or on line @ www.co.door.wi.gov . Proposals must be received by the Department at the above address on or before 12:00 p.m. on June 1, 2020; and will be publicly opened at the County Government Center, Room B361 at 12:00p.m. that day.

	Proposal / Bid Received from: ↓		
1)	Best Enterprises, LLC 3230 Eiler Road De Pere WI 54115	<i>\$16,477.50</i>	
2)	Rass Excavating and Materials 3183 County Road MM Sturgeon Bay WI 54235	<i>\$16,950.00</i>	
3)	Badgerland Demolition & Earthwork, Inc. PO Box 5760 DePere, WI 54115	<i>\$19,580.00</i>	
4)			
5)			
6)			

Proposal

B.E.S.T. Enterprises, LLC.
3230 Eiler Rd
De Pere, WI 54115
Phone 920-983-9787 Fax 920-983-9788

Date	Proposal No.
5/21/2020	2020-4321

Door County Facilities & Parks Dept
Wayne Spritka
421 Nebraska St
Sturgeon Bay, WI 54235

Contact Name	Phone Number
Wayne	920-746-2211
Job Name / Location	Fax or Email
442 Michigan St	wspritka@co.door.wi.us

Description

"Raze & Remove Structures, and Restore Site @ 442 Michigan Street, Sturgeon Bay, WI"

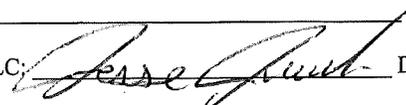
General specifications for this project include, but are not limited to, the following:

- * Contractor is responsible for assessment (environmental, asbestos, and any other) of the site and/or structures deemed appropriate before razing operations begin.
- * Contractor is responsible to make notification to the State of Wisconsin Department of Natural Resources (Air Management) Form 4500-113 for this project.
- * Contractor is responsible to complete all Public Utility notifications and cap utilities in accordance with local utility company (Sturgeon Bay Utilities) and Wisconsin Public Service.
- * Contractor must provide all protective structures, barriers, or any other means of protection necessary to assure the public convenience and safety; and
- * Contractor shall raze the house and garage.
- * Contractor is responsible for the removal and proper disposal of all debris created by or resulting from the work.
- * Contractor is responsible for placement of compacted backfill in any resulting openings.
- * Contractor shall grade the vacant site.
- * Do all other things required of the contractor by the Independent Contractor Agreement.

We agree to the specifications and instructions proposed in the bid documents.

Acceptance of Proposal. I accept and authorized you to do work as specified at the rate(s) listed above. I have also read and agree to the General Terms & Conditions for Service document.

Customer Signature: _____ Date: _____

B.E.S.T. Enterprises, LLC;  Date: 5/21/2020

Subtotal	\$16,477.50
Sales Tax (5.0%)	\$0.00
Proposed Total	\$16,477.50

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SERVICE PROVIDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED SERVICE PROVIDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SERVICE PROVIDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.



Rass Excavating & Materials LLC
3183 County Road MM
Sturgeon Bay, WI 54235

Estimate

Date	Estimate #
5/28/2020	20-204

Door County Facilities and Parks
421 Nebraska St
Sturgeon Bay, WI 54235

Description	Rate	Total
<p>JOB: RAZE STRUCTURES AND REMOVE & DISPOSE OF DEBRIS 442 MICHIGAN STREET, STURGEON BAY, WI</p> <p>Raze structure & restore site per specifications</p> <p>5% cashiers check bond upon contract.</p>	16,950.00	16,950.00
<p>Estimate does not include blasting, rock peeling, landscape restoration, or damage to private unmarked buried facilities.</p>		
<p><i>We hereby propose to furnish all material and labor complete in accordance with the above Specifications. All work to be completed in a workmanship manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written Change Orders, and will become an extra charge over and above the Estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner(s)/Contractors to carry all necessary insurance including but not limited to home owners and/or construction insurance. We are a fully insured company and our workers are fully covered by Workmen's Compensation Insurance.</i></p>		
<p><i>Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in full upon completion of specified work.</i></p>		<p>Subtotal \$16,950.00</p>
<p>_____ Owners/Contractor Signature Date</p>		<p>Sales Tax (0.0%) \$0.00</p>
<p>Thank you for the opportunity to provide this bid. Please call with any questions at 1-920-746-0757 or email Kevin at rassexcavatingkevin@yahoo.com.</p>		<p>Total \$16,950.00</p>

Badgerland Demolition & Earthwork, Inc.

Phone: 920.532.0437 Fax: 920.532.0438

P.O. Box 5760, De Pere, WI 54115

Badgerlanddemo@gmail.com

Door County
Facilities & Parks Director
Wayne Spritka

05/28/2020

RE: Bid as per specs for Razing Structures & Dispose of Debris at 442 Michigan St.,
Sturgeon Bay, WI

Included:

- *Permit from City of Sturgeon Bay & WDNR 10 day notification
- *Inspection by certified Company for hazardous waste/asbestos
- *Cap sewer and water inside property line
- *Raze house and garage
- *Haul all debris to licensed landfill
- *Remove and haul concrete flatwork, foundations, footings & masonry to recycle plant
- *Fill and grade disturbed areas to match existing
- *Seed and mulch disturbed areas for erosion control purposes

Bid for above listed project = \$19,580.00

Thank you for the opportunity to bid this project.



Dave Williquette - President
Badgerland Demolition & Earthwork, Inc



County of Door FACILITIES & PARKS DEPARTMENT

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Wayne Spritka
Facilities & Parks Director
(920) 746-2211
Mobil 920-495-2131
wspritka@co.door.wi.us

MEMORANDUM

TO: Facilities & Parks Committee
Finance Committee

FR: Wayne J. Spritka *W.J. Spritka*
Director, Facilities and Parks

SUBJECT: 442 MICHIGAN STREET LOT CLEARING RAZE PROJECT

DATE: June 2, 2020

Under the direction of the Facilities & Parks Committee, a class I Request for Proposal (RFP) was issued to raze the buildings and clear the lot located at 442 Michigan Street in Sturgeon Bay. I am recommending the contract be awarded to B.E.S.T. Enterprises LLC as the apparent low bidder response to the RFP.

The project requires additional contracting work and permits listed below.

Raze, level and restore lot: \$16,477.50

WDNR Air Quality Permit: \$135.00

City of Sturgeon Bay Demo Permit: \$25.00

Asbestos and Hazardous Materials abatement: TBD

Total cost \$16,637.50 + abatement cost (quote is due on Tuesday before the committee meeting)

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