

Notice of Public Meeting
 Wednesday, August 12, 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 July 8, 2020 Facilities & Parks Committee Meeting**
5. **Correspondence**
 - Email Correspondence – D. Freix
 - Email Correspondence - L. Wait
 - Thank You Card of Appreciation – C. Mueller
6. **Public Comment**
7. **Supervisors Response**
8. **Parks Division**
 - A. Friends of the Door County Parks System Report
 - B. Kayak Launch at Carmody Park - Review Cost
 - C. Beach Cleaning
 - D. Parcel No.00-20206292833-D, Vogels & Buckman appraisal review – Discuss land acquisition options
 - E. Forestville County Park-Land Use Agreement - Dry Fire Hydrant, Southern Door Fire Department - Draft Review/Approve
 - F. John Miles County Park Safety Fence- Accept Bids, Review, Submit to Finance Committee for Funding
 - G. Lily Bay Launch Parking
 - H. 2021 Parks Rate Structure – Draft Review/Approve
9. **Facilities Division**
 - A. Sheriff Department Storage Building Project – Update
 - B. 442 Michigan Ave Raze - Update
 - C. Justice Center Water Boiler #2 Heat Exchanger - Repair Update
 - D. Library Boiler Replacement - Project Update
 - E. Communications Engineering Company- 3 yr Contract, Fire Protection System, Government Center and Community Center/EMS Facility - Review/Approve
10. **Fair Board Liaison Report**
11. **Request for Agenda Items for Next Month's Meeting**
12. **Review of Vouchers, Claims and Bills**
13. **Next Meeting Date: Regular Meeting** – Wednesday, September 9, 2020 – 9:00 a.m.
14. **Meeting Per Diem Code**
15. **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=e573d05420429a13b766a41d53ac58b53>

Event Password: Aug12fp2020

To Connect via phone:

Call: 1-408-418-9388

Access Code: 146 141 7910

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 _____

MINUTES

Wednesday, July 8, 2020

**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*

"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, July 8, 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, David Enigl, and Alexis Heim Peter.

Others Present: Supervisor Richard Virlee, Administrator Ken Pabich, Facilities & Parks Director Wayne Spritka, Parks Manager Burke Pinney, Facilities Manager Dan Klansky, ES Director Aaron LeClair, County Clerk Jill Lau, and public.

Virtual attendance: Finance Director Steve Wipperfurth

Adopt Agenda / Properly Noticed

Motion by Robillard, seconded by Englebert to approve the agenda. Motion carried by voice vote.

Approve Minutes of June 10 Facilities & Parks Committee Meeting

Motion by Fisher, seconded by Kohout to approve the minutes of the June 10, 2020 Facilities & Parks Committee meeting. Motion carried by voice vote.

Correspondence

- Email from Town of Sevastopol Chairman Dan Woelfel re: kayak launch
- Letter to Mike Johnson re: Lower LaSalle Park water issues
- Letter from Faith Murray, DNR re: grant for DC Snowmobile Trail maintenance
- Supervisor Richard Virlee re: Lily Bay Launch parking

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

Parks Manager Burke Pinney reported The Group met last night and is looking into creating educational markers for 2 parks.

Southern Door Fire Dept - Dry Hydrant Construction Request – Forestville Dam County Park

F&P Director Spritka distributed information to committee members. Southern Door Fire Chief Gary Vandertie reviewed the department's request for a dry hydrant. The Department requests that a long-term agreement be drafted. There is minimal to no cost to the County. The installation costs would be covered by the Fire Department. DNR approval is required and the Department is working with the DNR. Spritka explained that CC Thomas is in the process of drafting an agreement. The County would need to paint and sign a no parking area. Spritka noted that the Department supports the request from the Fire Department to install the dry hydrant.

Motion by Enigl, seconded by Englebert to recommend the Facilities and Parks Department continue moving forward with the efforts presented, provided the budgetary dollars are minimal. Motion carried by voice vote.

Kayak Launch at Carmody Park - Review Cost

Parks Manger Burke Pinney reviewed information included in the meeting packet. Estimated costs are \$1,650 for the launching system which would be added to the existing dock. The funding would come from the Boat Launch Fund. Supervisor Robillard noted the Town of Gardner may be willing to donate towards the project.

Concerns were expressed regarding liability issues. Concerns expressed regarding parking. This could be rolled into the 2021 Reserve Fund budget without taking it out of the Boat Launch Reserve Fund this year.

Review P.I.N # 00-80225302633A Offered for Sale to the F&P Dept.

Pinney explained individuals often bring properties for sale to the attention of the department. Mr. Robert Kolton contacted the department in the last few weeks. The property is part of an old golf course. Mr. Kolton is offering the property at approximately \$25,000/acre (approximately \$1M in total). Taxes are estimated at \$2,500/year. It was noted the offer is appreciated however, although a nice piece of property, it does not fit in with the strategical plan of the Parks Department.

Motion by Enigl, seconded by Robillard to deny purchasing the property as it is not part of the Master Plan of the Parks. Motion carried by voice vote.

Town of Clay Banks, Lower LaSalle Rd, Request for Assistance with Flooding Issues

F&P Director Spritka distributed a letter written to Clay Banks Town Chairman Mike Johnson. It was noted that the construction of pit toilets and the paving of the parking lot has changed the water flow. Town Chairman Johnson has agreed to install a culvert at town expense. The Parks Department would agree to the installation of a French Drain; costs would be labor and materials of which the department does have piping in stock and the installation labor would be covered by staff. Town Chairman Johnson stated he agrees with the options suggested by the Parks Department. Estimated County costs are under \$1,000.

Motion by Fisher, seconded by Englebert to approve the project as presented. Motion carried by voice vote with Supervisor Enigl voting no.

Review John Miles Park Safety Fence

Spritka reported the project is moving forward and cost estimates are being pursued. The goal is to complete the project yet this fall. A funding source is needed if the work is completed this year.

Facilities Division

Sheriff Department Storage Building Project – Update

Spritka reported the concrete work is finished. Steel delivery has been delayed but has only delayed the schedule by 3 weeks. It is anticipated the project will be completed before the completion date originally stated.

FYI- Justice Center Water Boiler #2 Disabled

The heat exchanger has cracked which is under warranty. Parts have been shipped and repair will be scheduled once received.

FYI- Justice Center Boost Pump Emergency Repair

Sprika reviewed information included in the meeting packet. Further repairs/replacement have been budgeted for 2021.

Washington Island Government Building - Update

Spritka distributed an updated drawing for the Dairy building which removes the existing deck and enlarges the ambulance garage. Estimated costs are – Dairy building with demoing deck \$\$909,000; keep deck \$955,360; new building on vacant land \$2,005,495. In addition to the renovation costs of the Dairy building would be \$800,000 to purchase the property. As part of the acquisition the current owners would like to maintain the gardens and lavender fields for an additional 5 years with access to the shed and grass area included. The current owner does not have an issue with a garden being removed if needed. The current owner would maintain their own insurance. Full use to the property would be granted to the County. To purchase the vacant parcel, it is assumed the purchase price would be \$75,000. Total estimated project costs – Dairy building \$1.709M and vacant parcel/new build \$2.085M. Discussion of who would be responsible for

maintenance of the grounds and building. Discussion of other uses for extra room in the Dairy building. Discussion of what is needed versus what has been presented. Discussion of financing the project.

Motion by Kohout, seconded by Heim Peter to approve the Dairy Building purchase, and the remodel option of no deck, for an estimated cost of \$1.709M and forward to County Board for their approval. Motion carried by voice vote with Englebert, Kohout, Heim Peter, and Austad voting Yes; Fisher, Robillard, and Enigl voting No.

Fair Board Liaison Report

Englebert reported the Fair Board is working on booking acts for the 2021 Fair. Fireworks are planned every night of the Fair in 2021. The Board continues to work full-time on the 2021 Fair. A 2020 Virtual Fair will be held with a presentation held every day of the week that the Fair would have ran. The Fair Board discussed reducing their salaries for this year; no action was taken. Administrator Pabich noted the Fair Board will be requesting a carry over of \$70,000 to be used for the 2021 Fair; this will be brought forward to the Finance Committee and full County Board.

Request for Agenda Items for Next Month's Meeting

- Public Comment
- Lily Bay Launch Parking
- Forestville Mill Pond Drawdown Update

Review of Vouchers, Claims and Bills

Reviewed.

Next Meeting Date: Regular Meeting

- Thursday, August 6, 2020 – 9:00 a.m. – South Parks Tour – Begins at Government Center
- Wednesday, August 12, 2020 – 9:00 a.m.

Meeting Per Diem Code

780.

Adjourn

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

Respectfully submitted, Jill M. Lau, County Clerk

LAU, JILL

From: FreixCompany 2012 <draftdepot04@yahoo.com>
Sent: Wednesday, August 5, 2020 7:35 AM
To: LAU, JILL
Subject: Correspondence to Two Committees - Fw: Ahnapee at Algoma - June 27 Pulse Facebook Photos

Good Morning Ms Lau,

Please note the forwarded message sent to you here as Correspondence to be included in Supervisor Fischer's and Supervisor Austad's meeting packets for the coming week's schedule. Specifically Facilities and Parks Committee Meeting for August 12, 2020 and for the next regular meeting of the Land Conservation Committee for August 13, 2020.

Additionally, and somewhat related, where might I obtain a schedule of the planned itinerary for tomorrow's Facility and Parks Committee Parks tour of August 6? Would it be possible to receive today, a digital response with that County Parks tour schedule.

Thank you kindly,

Donald Freix
 PO Box 396
 Fish Creek, WI 54212

920 868 9513

----- Forwarded Message -----

From: FreixCompany 2012 <draftdepot04@yahoo.com>
To: Ken Fischer <district10@co.door.wi.us>; Dan Austad <district8@co.door.wi.us>
Cc: KEN PABICH <kpabich@co.door.wi.us>; Vinni Chomeau <district18@co.door.wi.us>; Bob Bultman <district19@co.door.wi.us>; ERIN HANSON <ehanson@co.door.wi.us>; Rep. Kitchens <rep.kitchens@legis.wisconsin.gov>; Greg Coulthurst <gcoulthurst@co.door.wi.us>
Sent: Tuesday, August 4, 2020, 1:22:59 PM CDT
Subject: Ahnapee at Algoma - June 27 Pulse Facebook Photos

Committee Chairpersons,

Kindly inform myself and the entire public of what Door County's definition of allowable contaminated sediment transfer into waters of the state is. Apparently the outflows documented in these photos don't even meet DCSWC definitions of a single point source of pollution.

The Chair of the Assembly Committee on the Environment stated on WDOR, July 20, that decades of extremely contaminated sediment had been trapped behind the county-owned infrastructure know as the Forestville Dam and the river will eventually look much cleaner once it is flushed out to Lake Michigan.

A week after the July 28, 2020 regular Board of Supervisor meeting, I've not been responded to about this concern, expressed in my public comment.

Thanks for your attention to this email, now how about some attention to remediating what most people would describe as an ongoing environmental catastrophe.

Peace, and immediately resolve this problem please.

Donald Freix
Fish Creek, WI

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LAU, JILL

From: FreixCompany 2012 <draftdepot04@yahoo.com>
Sent: Friday, July 3, 2020 11:31 AM
To: Austad, Daniel
Cc: Heim Peter, Alexis; Robillard, Nancy; Fisher, Kenneth; Kohout, Susan; Enigl, David; LAU, JILL; PABICH, KEN; Chomeau, Vinni
Subject: Questions - Correspondence to Facilities and Parks for July 8

Good Morning Committee Chair Austad,

I am disappointed to see that Public Comment has disappeared from the Facilities and Parks Agenda again for July 8. I'd appreciate an electronic mail response from you personally, this agenda I presume exists at your approval and determination, explaining why this former agenda item has been again overlooked with regard to this committee you chair.

I'd also like to know when Facilities and Parks is going to review as a committee in closed session, the May 15, 2020 Notice of Circumstances, Notice of Claims brought by the Friends of the Forestville Dam or which Door County Committee will be discussing this legal mater before the County.

Facilities and Parks in it's prior year iteration and membership makeup was instrumental in controlling and guiding the entire decision to engage in the now clearly failed attempt to "compact," sediment behind the Forestville millpond dam. Does this Committee now intend to wait the whole 120 days legally allowed to respond to the Notice of Circumstances and Notice of Claims prior to reacting to it?

Hopefully Supervisor Austad, you'll take personal responsibility to respond to me via a reply to this electronic mail inquiry, as you and another member of this committee were the two County Supervisors almost solely responsible for the fiasco that the attempted mill pond draw down has wrought, and whom currently seem unable or unwilling to have a public discussion over questions raised, to at least explain who is now benefiting from continuing with this flawed and failed draw down project.

Lastly, with regards to the County Mission, Vision, Values and Strategic Priorities statement, going through the high-minded intentions, I could, but will for now refrain from mentioning about a half dozen instances with your Committee that could be described as completely contrary to this statement and that is to me, the biggest disappointment of all.

Regards,

Peace and Resolve,

Donald Freix
Fish Creek, WI 54212

920 868 9513

SPRITKA, WAYNE

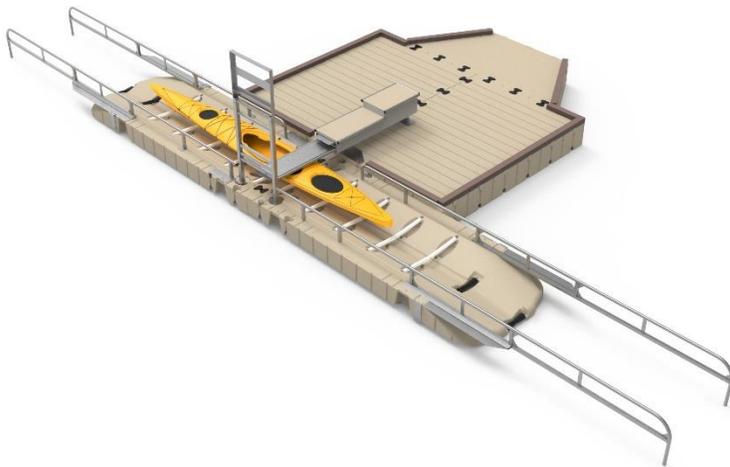
From: Linda Wait-Town Supervisor <lindawait@townofsevastopol.com>
Sent: Tuesday, July 14, 2020 1:28 PM
To: SPRITKA, WAYNE
Subject: Pinney Quarry Park

I just wanted to comment on the Park and how beautiful it is. My daughter and I walked down from my house to take the dog for a swim. The grounds were so pristine we had trouble finding a stick to throw! Guests were fishing along the wall, boats being launched and everyone seemed to be on their best behavior. I was impressed by the hosing off/vacuum station and saw the electronic pay station being utilized. Now, if there had been a dog-washing station, I would have really been amazed!

Just wanted to say thanks to you and your crew for the cleanliness and attention to this well-used and much appreciated recreational facility.

Linda Wait

Carmody Park Kayak Launch Options



Option 1 (ADA Compliant):

- 500950 EZ Launch Drive-through ADA Launch only. 2020 SRP = \$7,749
-
- 5008900 Universal Transfer Bench only. 2020 SRP = \$4,140
-
- 100750 Floating Hinge Adaptor (pair). 2020 SRP = \$227
-
- Delivery: Approximately \$500 (does not include installation)
- Option 1 assumes that existing pier is of the proper construction and freeboard height for attachment of the EZ Launch and

Transfer Bench without additional Dock Sections. EZ Dock Freeboard height = 13.5". Site visit by dealer will occur to determine proper modifications needed (if any).

Total Cost: \$12,616

Option 2 (ADA Compliant):

- 500962 EZ Launch One Way ADA Launch only. 2020 SRP = \$7,231
-
- 5008900 Universal Transfer Bench only. 2020 SRP = \$4,140
-
- 100750 Floating Hinge Adaptor (pair). 2020 SRP = \$227
-
- Delivery: Approximately \$500 (does not include installation)
-
- Option 1 assumes that existing pier is of the proper construction and freeboard height for attachment of the EZ Launch and Transfer Bench without additional Dock Sections. EZ Dock Freeboard height = 13.5". Site visit by dealer will occur to determine proper modifications needed (if any).



Total Cost: \$12,098



Option 3 (Possibly ADA Compliant; manufacturer researching):

- 200900 EZ Kayak Launch only. 2020 SRP = \$1,519
-
- 5008900 Universal Transfer Bench only. 2020 SRP = \$4,140
-
- 100750 Floating Hinge Adaptor (pair). 2020 SRP = \$227
- Delivery: Approximately \$500 (does not include installation)
- Option 2 assumes that existing pier is of

the proper construction and freeboard height for attachment of the EZ Kayak Launch without additional Dock Sections. EZ Dock Freeboard height = 13.5”.

- Option 3 needs further research by manufacturer to determine if ADA compliant with added Universal Transfer Bench and Floating Hinge Adaptor

Total Cost: \$6,386



Vogels Buckman

APPRAISAL GROUP, INC.

August 5, 2020

Burke Pinney
Door County Parks Manager
421 Nebraska Street
Sturgeon Bay, WI 54235

RE: Appraisal of 4 acres of vacant land in the 7000 Block of Highway 57, Town of Baileys Harbor, Door County, Wisconsin, owned by Betsy Deane Light

Dear Mr. Pinney:

At your request, I have inspected and appraised the above property. Attached is an appraisal report that describes the property and the analysis used in arriving at the market value.

This report will meet the requirements set forth under the Uniform Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of Professional Appraisal Practice as well as Wisconsin Department of Natural Resources Guidelines.

After carefully reviewing the data shown within the report, my opinion of the value of the subject, as of July 22, 2020, the effective date of valuation, is

\$18,000

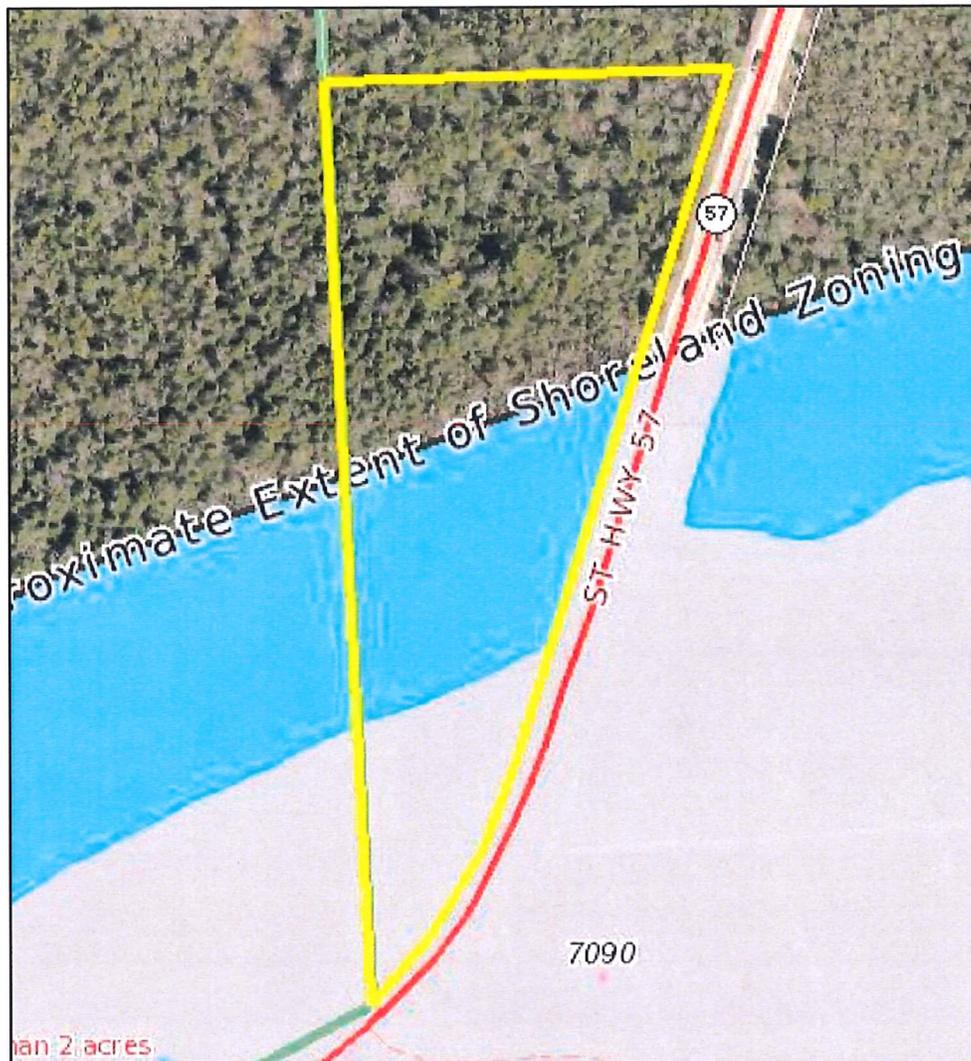
Thank you for the opportunity to be of service. If you have any questions, feel free to contact me.

Sincerely,



Greg Fenendael
Wisconsin Certified
General Appraiser #1220-10

A portion of the subject is also subject to the County's Shoreland Zoning, being in close proximity to the Lake Michigan shore. Minimum lot size under this zoning is 20,000 square feet for unsewered lots and land within the Shoreland Zoning can be improved. The following reflects a map of the subject showing the shoreland zoning boundaries.



Potential Environmental Problems

To my knowledge, an environmental study has not been completed on the subject site. For purposes of this valuation, it is assumed that the land is not contaminated. There were no apparent signs of possible environmental contamination observed during the inspection. If environmental conditions are of significant interest to the reader of this report, it is suggested that a Phase I Environmental Study be done.

Floodplain

According to the FEMA floodplain map panel #55029C0295C, dated 3/2/2009, the subject is not located in the floodplain. However, it must be noted that the appraiser is not a floodplain expert. If the presence of floodplain is of concern to the client, it is suggested that a professional's opinion as to the location of any floodplain be obtained.

History of Ownership

The subject property has been owned by the Light family since 1979. To my knowledge, no sales of the subject have occurred within the past 10 years, nor is it currently listed for sale.

Easements, Encumbrances, etc.

There are typical utility easements that would not impact the value or marketability. There is a pedestrian easement along the west property line that would also not impact the value or marketability of the subject, in my opinion. The easement is shown as a blue dashed line on the following map with the subject designated as parcel 33D.



Highest and Best Use

According to The Dictionary of Real Estate Appraisal - Appraisal Institute – 6th Addition - 2015, highest and best use is defined as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

The physical characteristics of the subject as well as the zoning and neighborhood characteristics would be considered in determining highest and best use. The subject is zoned Single Family – 20,000 and Wetland. A portion also falls under the Shoreland Zoning ordinance. The minimum lot size under the SF20 zoning is 20,000 square feet, as is the minimum lot size under the Shoreland Zoning. It appears that about .65 acre, or 28,314 square feet of the subject is zoned SF20, which meets the minimum lot size. According to the County, the future use of the portion of the subject that is zoned SF20 is residential, with the future use of the portion of the site that is zoned Wetlands is Woodland Wetland Natural area. This appraisal is based on the extraordinary assumption that there is a building site on the property.

Multifamily, industrial and commercial uses are not allowed under the current zoning. Single family uses are the main allowed use, along with some less common uses such as parks, cemeteries, home occupations/studios and camping. The subject is surrounded by single family homes to the north and south with vacant land to the east and west, with the land to the west being a County park. After careful review, the highest and best use is considered to be for a single-family home site.

APPRAISAL PROCESS

The three approaches normally used in estimating the value of a property are the Cost Approach, the Income Approach, and Direct Sales Comparison Approach or Market Approach.

In the Cost Approach, the replacement or reproduction cost of the improvements is first estimated. Accrued depreciation from all sources is then subtracted. The resulting figure plus the value of the land as vacant and available for use provide an indication of value by the Cost Approach.

The Income Approach converts anticipated benefits of ownership into an estimated value. This approach is widely used in appraising income-producing properties. These properties are typically purchased for investment or business purposes and the property's earning power normally is the key element that affects the value. The anticipated future income and benefits are discounted to a present worth figure through the capitalization process.

The Direct Sales Comparison Approach is a method of estimating value by comparing subject to sales and offerings of similar properties. Adjustments are made for differences that are market recognized and indicated. The adjusted comparables then provide an indication of the most probable sales price of the subject property.

The strengths and weaknesses of each approach are then considered and weighed to arrive at a final conclusion of value. Consideration is given to the quantity and quality of the data and the relevance of each approach in view of the purpose and function of the appraisal.

Since the subject is vacant land, neither the Cost Approach nor the Income Approach will be developed. The Direct Sales Comparison Approach will be utilized to provide an opinion of the subject value.

DIRECT SALES COMPARISON APPROACH

I have researched the area for sales of residential acreage to determine the value of the subject. The most recent and proximate found were analyzed. Sales sheets are shown in the addendum of this report.

Sale 1 is located about 2 miles from the subject on Highway 57 in the 7500 block, within Baileys Harbor. A 5-acre wooded and open parcel sold in March of 2020 for \$31,000, or about \$6,200 per acre. The property is basically level and slightly irregular in shape. There appears to be no wetlands and it was zoned HL 3.5 with a 3.5 acre minimum lot size, resulting in a single building site.

Sale 2 is located about 9 miles from the subject in Baileys Harbor at 2792 W. Meadow Road which carries less traffic than the subject road. A 5.25 acre wooded sold in June of 2018 for \$37,000, or about \$7,048 per acre. The property is basically level with about 14% wetlands. It was zoned HL 3.5 with only a single building site possible.

Sale 3 is located about 20 miles from the subject in the Town of Liberty Grove on Cedar Dell Lane, which carries less traffic than the subject road. This 2.10 acre parcel has a large area of wetlands bisecting the site. It is zoned SE with a minimum lot size of 1.5 acres, resulting in a single building site. The property sold in May of 2019 for 7,500, or \$3,571 per acre. It is basically level. The location of the wetlands forces the building site very close to the road.

Summary of Sales

<u>Sale #</u>	<u>Sale Date</u>	<u>Acreage</u>	<u>SP/Acre</u>
1	3/20	5.00 acres	\$6,200
2	6/18	5.25 acres	\$7,048
3	5/19	2.10 acres	\$3,571

The unadjusted sale prices per acre varied from \$3,571 to \$7,048 per acre.

The following sales adjustment grid is used to make adjustments to the comparable sales for those differences which are felt to be significant to potential purchasers in the marketplace. If the comparable sale is superior to the subject property in a particular significant area the comparable sale is adjusted downward to reflect the difference. Likewise, if the comparable sale is inferior to the subject property a positive or upward adjustment is made to account for this difference.

SALE NUMBER:	Subject	1	2	3
Sale Price per Acre		\$6,200	\$7,048	\$3,571
Sale Conditions	---	0%	0%	0%
Date Of Sale		3/20	6/18	5/19
Market Conditions		0%	0%	0%
Adj. Sale Price per Acre		\$6,200	\$7,048	\$3,571
Adjustments:				
Location	Baileys Harbor/Traffic	Baileys Harbor/Traffic	Baileys Harbor	Liberty Grove
		0%	-5%	10%
Access	Road frontage	Road frontage	Road frontage	Road frontage
		0%	0%	0%
Size (Acres)	4.00	5.00	5.25	2.10
		0%	0%	0%
Wooded/Open	Wooded	Open and wooded	Wooded	Wooded
		5%	0%	0%
Wetland/Unbuildable (est.)	84%	0%	14%	74%
		-30%	-25%	0%
Development Potential	Single Home Site	Similar	Similar	Similar
		0%	0%	0%
Total Adjustments:		-25%	-30%	10%
Indicated Value Per Acre		\$4,650	\$4,934	\$3,928

Sale Conditions

All of the sales appear to be arm's length with no adjustments deemed necessary.

Market Conditions

The sales sold in 2018, 2019 and 2020. Based on data published by the Wisconsin Department of Revenue, land values in this area have been stable over this time period and no time adjustments are deemed necessary.

Location

The subject is located in Baileys Harbor on a busy road, similar to Sale 1. Sale 2 is in Baileys

Harbor but not on a busy road. A downward adjustment is shown. Sale 3 is located on a gravel lane and an upward adjustment is shown.

Access

All of the sales have access from road frontage and no adjustments are deemed necessary.

Size

The sales are relatively similar in size and no adjustments for size are necessary.

Woods/Open

The subject is heavily wooded as are Sales 2 and 3. Sale 1 is both open and wooded with an upward adjustment shown.

Wetland/Unbuildable

Sale 1 has no wetlands, Sale 2 has less wetlands and Sale 3 has similar wetlands, when compared to the subject. The appropriate adjustments are shown.

Development Potential

The subject is zoned such that it has only one building site, as are all of the sales. No adjustments are deemed necessary.

Summary

The adjusted values range from \$3,928 to \$4,934 per acre. After reviewing this data, my opinion of the value of the subject land, with 4 acres, is \$4,500 per acre, or \$18,016.

Before Value of the Subject Property (rounded)	\$18,000
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RECONCILIATION AND FINAL VALUE OPINION

Only the Direct Sales Comparison Approach was considered applicable to arrive at the indicated value of the subject. Since this appraisal values the entire parcel, a before and after analysis is not required. The sales reflect residential vacant land parcels and are considered the best value indicators at this time.

Final Opinion of Value **\$18,000**

Date of Value Opinion **July 22, 2020**

The value in this is based on the extraordinary assumption that there is a building site on the property.

SEVERANCE DAMAGE/SPECIAL BENEFITS

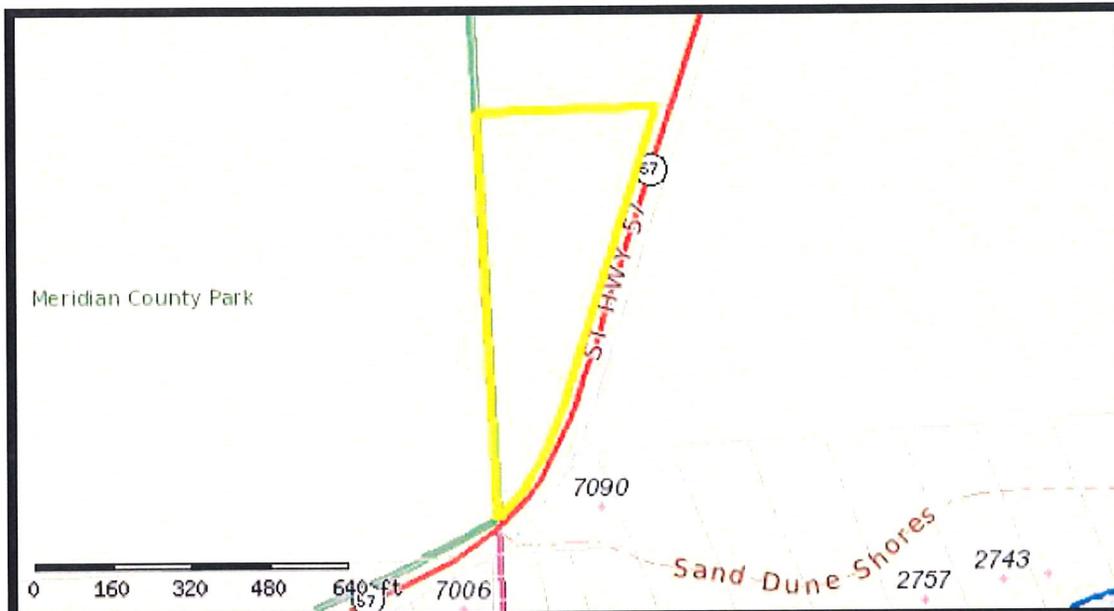
Since the entire larger parcel is being valued, there are no severance damages or special benefits.

Tax Parcel Report

Courtesy of the Door County Land Information Office



... from the Web Map of ...
 (//www.co.door.wi.gov)
Door County, Wisconsin
 ... for all seasons!



May 2019 Orthophoto as default backdrop



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Data Current through 12th June 2020

Parcel Number: 0020206292833D - T OF BAILEYS HARBOR	PDF Map#: 06 30
PLSS Section-Town-Range: SW of SW 6-29-28	
Property Address:	
Owner Name: BETSY DEANE LIGHT	
Co-Owner:	
Mailing Address: C/O GERMAINE LIGHT 20206 E 1280 N RD DANVILLE, IL 61834	
Legal Description (See recorded documents for a complete legal description): SW1/4 SW1/4 SEC. 6-29-28 W OF HWY EX N400' INCL. PED. ESMNT REC'D 535/ 580.	
School District: Gibraltar	
Valuations: 2020	Taxes: 2019
Acres: 4.00	Real Estate Tax: \$151.78
Land Value: \$14800	Special Tax: \$0.00
Improved Value: \$0	Forest Tax: \$0.00
Forest Value: \$0	Est Fair-Market Value: \$14800

LAND USE AGREEMENT

[Dry Fire Hydrant]

This agreement is made the 1st day of August, 2020, by and between the County of Door (hereinafter "County"), a Body Corporate under §59.01, Wis. Stats. and the Southern Door Fire Department (hereinafter "SDFD").

- A. County is a riparian, the owner of Forestville Dam County Park, PIN 0100029262532C, situated in the Town of Forestville, Door County Wisconsin (hereinafter "Land").
- B. SDFD is a joint fire department organized by and providing services to the Village of Forestville, Town of Forestville, Town of Clay Banks and Town of Nasewaupsee (hereinafter "Municipalities").
- C. The Municipalities have authorized the SDFD to construct, place, operate and maintain a dry fire hydrant (See: §NR 329.03(4), Wis. Adm. Code) in and adjacent to a navigable waterway (the Forestville Millpond, a +/- 65-acre impoundment of the Ahnapee River) for the purpose of supplying water for fire protection.
- D. A dry fire hydrant may be placed and maintained only by a riparian, or by a municipality with the permission of the riparian. (See: §NR 329.04(1)(d)1, Wis. Adm. Code).
- E. It is understood by the County, SDFD and Municipalities that this agreement is subject to the following conditions:
 1. The County grants the privilege to the SDFD to enter the Land under this agreement only for the express purposes of constructing, placing, operating, maintaining, and removing a dry fire hydrant (See: *Exhibit A*, attached hereto and incorporated herein by reference as if fully set forth).
 2. SDFD acknowledges and understands that: a) this privilege is permissive and non-exclusive; b) there is absolutely no assurance that this use of the Land will be allowed to continue; and c) it has no interest whatsoever in the Land.
 3. The SDFD shall, in constructing, placing, operating, maintaining, and removing the dry fire hydrant, comply with all applicable federal, state (including Ch. 30, Wis. Stats. and Ch. NR 329, Wis. Adm. Code) and local codes, laws, orders, ordinances, policies, regulations or rules which are now in effect or hereafter promulgated.
 4. The SDFD is responsible for obtaining and complying with any and all permits required for constructing, placing, operating, maintaining, and removing the dry fire hydrant.
 5. The SDFD shall maintain the dry fire hydrant and the area in which it is situated in a safe condition at all times.

6. The SDFD shall not, except as described in *Exhibit A*, make any alterations, additions or improvements (including signage) to the Land without the prior written consent of the County's Facilities & Parks Director or her/his designee.
7. The County may terminate this agreement by written notice to the SDFD if: a) in the sole discretion and judgment of the County, the continued use of the Land by the SDFD will interfere with present or future management objectives of the County for the Forestville Dam County Park (including the Dam), or b) the SDFD breaches any term or condition contained in this agreement.
8. Neither this Agreement nor any privilege or duty may, in whole or in part, be assigned, delegated or subcontracted by the SDFD without the prior written consent of the County.
9. All items placed on the Land by the SDFD shall remain the property of the SDFD. If this agreement is terminated, the County shall permit the SDFD adequate time, and the SDFD is obligated, to remove said property and return the Land to its natural state.
10. The SDFD agrees to defend, indemnify and hold the County completely harmless from and against any and all claims arising by or resulting from any activity of the SDFD at the Land, or the acts or omissions of the SDFD, SDFD's officers, agents, employees, contractors or licensees. This section shall survive expiration of this agreement.
11. The SDFD shall not cause or permit any lien or encumbrance to attach to or be placed upon the County's title or interest in the Land.
12. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this agreement shall not constitute a waiver of any subsequent breach.
13. Nothing contained in this agreement shall be deemed or construed by the parties, nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties.
14. The covenants, agreements and obligations contained in this agreement shall extend to, bind and inure to the benefit of the parties and their representatives, successors and permitted assigns.
15. If any covenant, condition, provision, or term of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this agreement shall be valid and in force to the fullest extent permitted by law.
16. The SDFD irrevocably submits itself to the original jurisdiction of the Circuit Court, County of Door, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.

17. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. Any amendments, changes or modifications of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this ____ day of _____ 2020.

Southern Door Fire Department

***** Is a signature from each Municipality required to bind the SDFD ???**

Accepted and agreed this ____ day of _____ 2020.

Wayne Spritka, Director of Door County Facilities & Parks Department

Accepted and agreed this ____ day of _____ 2020.

Kenneth Pabich, Door County Administrator

Approved as to form this ____ day of _____ 2020.

Grant P. Thomas, Door County Corporation Counsel

July 14, 2020 Draft

BID OPENING For: INVITATION TO BID: Door County John Miles County Park Race Track Fence Construction
JOHN MILE COUNTY PARK, 916 N 14TH AVE., STURGEON BAY, WI

Date: August 5, 2020 Time 1:00 pm

Present: Wayne Spritka, - Beth Hanson

RFP language: Door County seeks to contract with a qualified contractor for the above project, which includes installation of a new safety-debris fencing system at the John Miles County Park racetrack.

Specifications, instructions, and contract may be obtained online @ 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 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 August 5, 2020 and will be publicly opened that day @ 1:00 p.m. in the Office, Room #B361.

	Proposal / Bid Received from: ↓		
1)	Milbach Construction 2651 Northridge Dr. Kaukauna, WI 54130		77,735. ⁰⁰ / _—
2)			
3)			
4)			
5)			

Bid Form

Project: John Miles Park Safety & Debris Fence

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: 8/5/20

Company Name: Milbach Construction Services, Co.

Company Address: 2651 Northridge Dr. Kaukauna, WI 54130

Bid:

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

Earthwork: \$ 10,162.00

Concrete: \$ 20,325.00

Structural Steel- Fence Materials \$ 47,248.00

Base Bid Total: \$ 77,735.00

DOOR COUNTY
Request Authorization
For
Transfer of Funds / Change in Budget

I, the undersigned, respectfully request that the Finance Committee approve the following transfer of funds:

FROM:

Description	Fund	Account Exp/Rev	Amount
Contingency Expense	100	06.1161.59103	\$40,000.00

TO:

Description	Fund	Account Exp/Rev	Amount
Facilities & Parks Capital Outlay Expense Account	100	37.1120.69901	\$40,000.00

Project: John Miles Park Race Track Safety/Debris Fence Replacement Turn 1&2
Project Cost \$77,735.00
Department Budget:
1. Future John Miles Project 100.37.1139.69917 \$35,000 available
2. Repair and Maintenance Buildings 100.37.1139.52306 \$5,000 available
Request up to \$40,000 from the Contingency account expense on the project.

Fiscal Impact

Prior to this requested transfer, the unaudited available balance in the Contingency Expense account is \$471,865.49. If this transfer is approved, that available balance would decrease to \$431,865.49.

Requested By: Wayne Spritka, Facilities & Parks Director Date: 8/6/2020
Funds Available, Verified By: Steve Wipperfurth Date: 8/7/2020
Reviewed by Finance Director: Steve Wipperfurth Date: 8/7/2020
Authorized & Approved by Finance Committee Date _____
Transfer Entered By _____ Date _____





Winter Storage 2020-2021

John Miles County Park

916 N 14th Avenue, Sturgeon Bay (920) 746-9959

<http://map.co.door.wi.us/parks>

Enter on North 15th Place

Off of Alabama Street

Behind the Nightingale Restaurant

Storage at John Miles County Park (fairgrounds) is handled on a first-come, first-served basis; fees are collected when items are brought in. All boats motors must have 6" floor clearance to be accepted. Fee is by length of unit and trailer, i.e.; motor to hitch or bumper to bumper. Boat trailers must remain with boat.

FALL 2020 Drop off Dates:

Friday, October 23th, (7:30 AM - 3:00 PM) and Saturday, October 24th, (8:00 AM - NOON)

Friday, November 13th, (7:30 AM - 3:00 PM) and Saturday, November 14th, (8:00 AM - NOON)

Winter Storage Fees (price includes all applicable taxes)

Car, Truck, Boat, Tent Camper, Travel Trailer, & Motor Home	\$10/linear foot/season
Motorcycle, ATV, & Lawnmower	\$65/season
Single Trailer Personal Watercraft	\$75/season
Double Trailer Personal Watercraft	\$100/season

CASH OR CHECK ONLY! SORRY – NO CHARGE CARDS

Please make checks payable to Door County Parks

SPRING 2021 Removal Dates:

Thursday April 15th – Friday, 16th, (7:30 AM – 3:00 PM) & Saturday, April 17th, (8:00 AM - NOON)

Friday, April 30th, (7:30 AM – 3:00 PM) & Saturday, May 1st, (8:00 AM – NOON)

There is no access to your stored item from the time it is put into storage until spring removal.

Drop off appointments can be made by calling (920) 493-7133 for the following days, Monday thru Friday, 7:30 a.m. to 3:00 p.m.

Door County shall not be responsible for any damage or injury that may happen to the renter or his property from any cause whatsoever.

For protection of your property while in storage, we suggest you contact your insurance agent.



County of Door
FACILITIES & PARKS DEPARTMENT
 421 Nebraska St
 Sturgeon Bay, WI 54235



(920) 746-9959
dcparks@co.door.wi.us
<http://map.co.door.wi.us/parks>

DOOR COUNTY FACILITIES & PARKS 2021 FEE SCHEDULE

All Reservations are taken on a first-come or first-served basis and are NONREFUNDABLE. All rates subject to change.

No event will be allowed unless a lease or reservation agreement has been signed and placed on file with the Door County Parks Department.

A Certificate of Insurance in the amount of \$1,000,000.00 is required, with the County as the additional insured for all public and most private events.

The Lessee must clean up areas used upon completion of the event. Those leasing the grounds and/or buildings for animal events must remove all refuse from stalls or pens and remove same from John Miles Park grounds.

Additional charges may be assessed for specific services required but not outlined below. Multiple days & weekly rates also available.

PARKS RESERVATION RATES	ALL RATES INCLUDE 5.5% SALES TAX
Park Grounds fee	\$50/day
Events require a refundable Security Clean up deposit	\$100
John Miles Park Pavilion (with electricity) – 35ft by 55ft (without Food Service Area)-includes restrooms Forestville Dam Pavilion (with electricity) – 20ft by 35ft George K. Pinney Park Pavilion (with electricity) – 40ft Hexagon	\$65/day
John Miles Park Pavilion with Food Service Area – 35ft by 70ft Food Service Area is (refrigerator, sink, electrical outlets, no stove or freezer)-includes restrooms	\$90/day
Frank Murphy Park Pavilion (with electricity) -30ft by 65ft	\$90/day
Cave Point Park Gazebo (no electricity available)	\$90/day
BOAT LAUNCH FEES	Includes 5.5% sales tax
Daily Launch	\$7.00/day
Annual Resident Permit – defined as “owned improved property in Door County”	\$40.00
Annual Non-Resident Permit	\$55.00
2 nd Launch Permit – 50% of original fee	Resident - \$20.00 Non-Resident - \$27.50
Replacement Permit	\$30.00
Commercial Annual Permit	\$75.00

JOHN MILES PARK RENTAL FEES <i>Restrooms included with all building and grounds rentals</i>	COMMERCIAL EVENTS (With Admission, Vending or Fundraising) Includes 5.5% sales tax	PRIVATE RENTALS (Without Admission, Vending or Fundraising) Includes 5.5% sales tax
Junior Fair Building	\$375/day	\$225/day
Junior Fair Food Service Area	\$125/day	\$75/day
Merchants, Horticulture, and Poultry Rabbit Buildings	\$267/day	\$200/day
Cattle Barn	\$400/day	\$300/day
Horse-Swine-Sheep Barn	\$534/day	\$400/day
Horse Arena	\$133/day	\$100/day
Racetrack - Grandstand	\$1200/day	\$500/day
Grounds Fee	\$500/day	\$250/day
Set up and Clean up Days	\$150/day	\$150/day
Events require a refundable Security Damage Deposit	\$500	\$500
Clean Up Fee – Grandstand area	\$1,000	\$1,000
Clean Up Fee – all other buildings	\$500	\$500
OTHER FEES	DAILY RATES – Includes 5.5% sales tax	
Folding Metal Chairs or Contour Plastic Chairs	50¢ per chair	
Folding Tables	\$5.00 per table	
WINTER STORAGE RATES	RATES - Includes 5.5% sales tax	
All Buildings	\$10.00 linear foot for season	
Motor Cycle, ATV, Lawnmower	\$65.00 per season	
Single Trailer Personal Watercraft	\$75.00 per season	
Double Trailer Personal Watercraft	\$100.00 per season	
Government Unit Storage	Negotiable by Committee and/or Director	
Storage rates October through April (7 months)		
EVENT CAMPING FACILITIES**	DAILY UNIT CHARGE – Includes 5.5% sales tax	
**Tent Camping (Non-Electric)	\$20/day	
**Camper (Electric)	\$30/day	
**Clubs or events only - minimum size group -- <u>50 units</u> . Includes meeting and restroom facilities in Junior Fair Building, dump station, 20 AMP electrical service, and very limited water service.		

Justice Center Storage Garage- Door County Sheriff Dept
8-7-20



East elevation



Interior looking west towards Hwy Dept



North East Corner elevation

Project is on time and on budget. Remaining work, Electrical, HVAC, Overhead Doors, Paving and landscaping.



Inspection Proposal

Door County - Community Center & Government Center/AFAI/2021-24/OPP#42524

Quote # 023737
Version 1

Prepared for:

Door County Justice Center

Prepared by:

Adrienne Hillesheim

CEC Overview

Thank you for the opportunity to offer CEC services to Door County Justice Center. We understand the importance of having access to the best technologies available to solve your business challenges. CEC partners with leading industry manufacturers to give you choices on [the right technology](#) solutions for your business. The expertise of our people, the high-quality products and services we deliver, and the experience that our customers have with each interaction is what makes our partnerships great.

[Our Company](#) | Over the years, CEC has evolved and advanced with technology and industry changes, transforming from a local radio shop to a nationally recognized systems integrator. With offices in the Midwest, our teams work with local and national customers to custom design, implement and service technology solutions.

We differentiate ourselves from competitors in the importance given to understanding each customer's unique needs, the partnership created through discovery and our ability to deliver a complete technology solution. Staying ahead of emerging technologies isn't about simply knowing which systems are best. At the core, it's about having [the right people](#) with the expertise to implement and support them - CEC does that like no other organization.

[Our Mission](#) | To create world class technology experiences that improve the lives of our people and partners.

New! [Managed Systems Program](#) | Managing the complex technology systems throughout your organization can be a costly distraction from your running your core business. CEC's Managed Systems Program (MSP) packages the latest technology into an affordable monthly usage payment. With CEC's MSP, customers get installation of the system with end user training for the life of the system. You'll never worry about downtime because CEC maintains the system throughout the term including, software upgrades, programming changes, repairs, and an annual PM check to assure the system is performing optimally. At the end of the term, you will have the option to upgrade to the latest solution.

We stay ahead of technology so you don't have to.

At CEC, ***The Experience Matters***. The expertise of our people, and the experience that our customers have with each interaction, is what makes our client partnerships great.

Overview

Fire Alarm System Inspection & Testing For Door County Justice Center

Inspection Coverage Dates
02/28/2021 - 02/28/2024

CEC (Communications Engineering Company) is pleased to offer the following inspection services:

Annual Functional Testing per Applicable NFPA 72, 2010 Edition Requirements:

- Fire Alarm Control Panel
- Control Panel Batteries (*Load Voltage & Discharge Test*)
- Remote Annunciators
- Emergency Voice/Alarm Communication Equipment
- Initiating Devices
 - Pull Stations
 - Smoke Detectors
 - Duct Detectors
 - Heat Detectors
 - Supervisory Signal Devices
 - Tamper Switches
 - Water Flow Switches
- Interface Equipment (relays & control elements) For:
 - Magnetic Hold-Open Devices
 - Magnetic Locks
 - Smoke Dampers
 - Air Handler Shutdown
 - Sprinkler Dry-Pipe and Pre-Action System
 - Fire Pump
 - Kitchen Hood Suppression System
 - Clean Agent Suppression System
 - Vertical Rolling or Horizontal Sliding Fire Door
 - Elevator Firefighter's Service (recall)
- Alarm Notification Appliances
 - Audible Devices
 - Visible Devices
 - Off-Premises Transmission Equipment

Annual Detector Cleaning

CEC will annually clean all system smoke and duct detectors on an as needed basis in an effort to minimize the chance of smoke detector false alarms. This will require the disassembly of the devices.

Sensitivity Testing

CEC will perform sensitivity testing on all smoke detectors, as required per NFPA 72, 2010 guidelines. Testing will be performed using UL approved sensitivity testing equipment. Any device found to be performing outside of its listed sensitivity range will be re-cleaned and re-tested, and if necessary, replaced with an equal device. If device is replaced, additional charges could apply.

Web Based Reporting System

CEC utilizes a unique web based reporting and tracking system called BuildingReports.com. BuildingReports.com utilizes a system of equipment barcode labels which will be affixed to each initiation device and each main panel component. At the time the technician tests each component the barcode label is scanned into a PDA device. At time of inspection completion, the PDA device is then uploaded into a secure, web-based account. The unique bar-code registration ensures comprehensive inspections by monitoring inspectors' progress in real time during the inspection, preventing missed items, and facilitating fast action on repairs. Inspection results are audited online and reviewed for certification. Instantly-retrievable documentation from a comprehensive database of time-stamped, bar-coded inspection allows you to deliver up-to-date, verifiable documentation on demand. Once uploaded, this web based information is available to the customer for the length of this contract.

Door County Community Center - 916 N 14th Ave

916 N 14th Ave- Annual Fire Alarm Inspection

Door County Government Center - 421 Nebrask St.

421 Nebrask St - Annual Fire Alarm Inspection

Door County - Community Center & Government Center/AFAI/2021-24/OPP#42524

Prepared by:
Communications Engineering Company

Adrienne Hillesheim
 920 434-9082
 Fax (920) 434-9446
 ahillesheim@cecinfo.com

Prepared for:
Door County Justice Center

ATTN: WAYNE SPRITKA
 421 NEBRASKA ST
 STURGEON BAY, WI 54235
 Wayne Spritka
 (920) 746-5680
 wspritka@co.door.wi.us

Quote Information:
Quote #: 023737

Version: 1
 Delivery Date: 08/04/2020
 Expiration Date: 09/01/2020

Quote Summary		Amount
Door County Community Center - 916 N 14th Ave		\$1,368.00
Door County Government Center - 421 Nebrask St.		\$2,496.00
	Estimated Sales Tax:	\$0.00
	Total:	\$3,864.00

This Proposal for sale of equipment or performance of services by CEC is subject to, and expressly conditioned upon CEC Standard Terms and Conditions. (<http://www.cecinfo.com/terms>) CEC Standard Terms and Conditions cannot be waived or altered without the express written consent of CEC Corporate Officer. By signing this Proposal, Customer expressly agrees to be bound by the terms of this Proposal and the CEC Standard Terms and Conditions.

Payment in full is required before service coverage begins. Invoice terms are NET 30 with approved credit. Prices do not include sales or use tax unless specifically noted.

Information contained in this proposal, including part numbers, installation details, pricing information, and engineering drawings shall be considered Proprietary and Confidential, and shall not be duplicated or shared with persons other than the intended recipient(s) referenced above.



Communications Engineering Company

Door County Justice Center

Signature: _____

Signature: _____

Name: Adrienne Hillesheim

Name: Wayne Spritka

Title: _____

Date: _____

Date: 08/04/2020

CEC STANDARD TERMS AND CONDITIONS

In consideration of the mutual obligations set forth herein and in the attached Statement of Work, Maintenance Contract, Purchase Agreement, and/or Equipment Order, pursuant to which CEC shall provide services and/or equipment to Customer, CEC and Customer, agree as follows:

1. Definitions.

- a. **"Agreement"** shall refer collectively to these CEC Standard Terms and Conditions together with the Proposal, including Equipment List, Scope of Work, Service Contract, Purchase Authorization, and/or Equipment Order.
- b. **"Equipment"** shall include all equipment, materials, or other goods purchased from CEC by Customer pursuant to the Agreement.
- c. **"Proposal"** shall refer to the Equipment List, Scope of Work, Service Contract, and/or Purchase Authorization.
- d. **"Services"** shall include all installation, maintenance, repairs or other services to be provided by CEC to Customer pursuant to the Agreement.

2. Scope of Performance. CEC shall provide all Equipment and perform all Services pursuant to the Proposal and subject to these CEC Standard Terms and Conditions, and Customer shall pay all charges in accordance with the Proposal and subject to these CEC Standard Terms and Conditions.

3. Effective Date and Time to Accept Proposal/Commencement Performance. The Agreement shall be effective upon the earliest date that the Proposal has been signed by a duly authorized representative of Customer (or Customer has placed its Equipment Order) and CEC has accepted such signed Proposal. The terms and quotations of any Proposal not signed by the Customer within 30 days of the date of such Proposal shall be subject to change at CEC's sole option. Any Services must commence within sixty (60) days of the Effective Date, unless otherwise agreed, or the pricing in the Proposal shall be subject to change by CEC at any time without notice.

4. Termination. The Agreement shall terminate upon the earlier of a) CEC and Customer substantially performing all of their respective obligations under the Proposal or b) thirty (30) days after either Party provides written notice to the other Party that the Agreement is terminated. Either Party may terminate this Agreement pursuant to subsection (b) hereof for any reason, provided that if Customer so terminates this Agreement, Customer shall pay CEC for all Equipment delivered, Services performed, and direct expenses incurred by CEC in connection with the Agreement (including without limitation manufacturer service contracts purchased in connection with the Agreement) prior to the termination date.

5. Special Provisions Regarding Any Equipment Purchased Pursuant to this Agreement.

- a. **Delivery of Equipment and Damage or Loss.**
 - i. **Equipment Not Installed By or Under the Supervision of CEC.** Delivery of Equipment not to be installed by or under the supervision of CEC shall be F.O.B. at the manufacturer's factory, warehouse, or office selected by CEC, and CEC shall not be liable for damage or loss of such Equipment after delivery to the point of shipment.
 - ii. **Equipment Installed By or Under the Supervision of CEC.** Delivery of Equipment that shall be installed by or under the supervision of CEC shall be freight as stated in the Proposal, and CEC shall not be liable for damage or loss of such Equipment after delivery by the carrier to the site of installation. If any such Equipment is damaged or destroyed, other than by the fault of CEC, after delivery to the site of installation but prior to full performance by CEC, Customer shall promptly pay or reimburse CEC, in addition to any other fees, an amount equal to the damage or loss. It shall be Customer's sole obligation to maintain the security of any Equipment following delivery.
- b. **Return of Equipment for Credit, Exchange, or Repair.** Equipment returned for credit, exchange, or repair shall not be accepted without prior authorization from CEC and any credit shall not exceed the original billed price. Equipment returned without authorization will be refused and returned (shipping paid by Customer). Equipment returned in a condition other than that specified on the return authorization will be credited on the basis of inspection. A restocking charge of 20% of the original billed cost of the returned Equipment or \$20.00, whichever is greater, will apply to all stock Equipment returned for credit.
- c. **Claims for Shortage.** Customer must report to CEC any claim for shortage or other non-conformance within 10 days of receipt of the Equipment.

6. Special Provisions Regarding Any Services Provided Pursuant to this Agreement. The provisions herein shall apply regardless of whether the equipment to be serviced is provided by CEC or a third party.

- a. **Performance of Services.** CEC may, in its sole discretion, appoint a third party to perform any Services on behalf of and for CEC. Appointment of a third party will not relieve CEC of its duties or obligations hereunder. CEC (or a CEC-authorized third party) will meet all response times, including both callback and onsite times, and will service any equipment pursuant to the Proposal. CEC shall assume sole responsibility for the supervision of its staff or any third parties assigned to perform any Services. CEC will perform its own clean up and will not be liable for any clean up done by others. Unless otherwise provided in the Proposal, all Services will be performed during normal business hours (7:30 a.m. to 4:30 p.m. Monday through Friday, excluding CEC holidays). If the Customer requests performance of any Service outside of such hours, Customer shall be responsible for any additional costs incurred as a result (including without limitation any overtime pay).
- b. **Unauthorized Services.** Customer shall not attempt to service any equipment that CEC services pursuant to the Proposal and shall not permit third parties not authorized by CEC to service such equipment. Upon such unauthorized service CEC may, in its sole discretion, immediately void warranties and/or terminate Services as to such equipment, and Customer shall have no right to a refund or to offset payment as a result of such termination.
- c. **Installation Other Than by CEC.** With respect to any equipment to be serviced by CEC that was installed by any party other than CEC (or a third party authorized by CEC), or having been installed by CEC was subsequently serviced by any party other than CEC (or a third party authorized by CEC), Customer warrants that to the best of Customer's knowledge such equipment was installed according to the manufacturer's specifications and as of the Effective Date of this Agreement such equipment is operating according to the manufacturer's specifications.
- d. **Exclusions.** Any Services provided by CEC (or a third party authorized by CEC) that are not system-related or not covered by the Proposal, will be billed to Customer at CEC's then current Time and Materials rates. The following are excluded from Services provided pursuant to the Proposal:
 - i. Specific items excluded from standard maintenance Services include non-serviceable and consumable items without limitation: base station antenna; base station transmission lines; base station multi-coupler; tower or tower lighting; external power supply system and/or battery; pager or portable batteries and accessories (speaker mics, etc.); reprogramming of equipment with different parameters; diagnostics to locate external interfering signals; and CCTV video tube.
 - ii. CEC has no responsibility for telephone and network lines, even when used in conjunction with equipment. Upon request and mutual agreement of the Parties, CEC will, at CEC's then current Time and Materials rates, assist the telephone/network company in repairing problems.

CEC STANDARD TERMS AND CONDITIONS

iii. Any Services required as a result of configuration changes made or attempted by Customer or third parties unauthorized by CEC are excluded from the Agreement.

- a. **Obsolete Equipment.** Obsolete Equipment is defined as equipment that is no longer manufactured or for which parts are no longer available from the manufacturer. CEC recommends replacement or removal of any Obsolete Equipment, but will make a reasonable attempt to repair such Obsolete Equipment at Customer's request, provided parts are available. It is Customer's sole responsibility to replace Obsolete Equipment.

7. Payment and Taxes.

- a. **Payment.** Any Equipment purchased pursuant to this Agreement shall require a deposit of 40% of the total order, due at the time Customer places such order. Progress billing will apply throughout the project and such invoices shall be paid within 30 days of the date of any invoice for such order. Payment shall be due in full within 30 days of the date of any invoice for any Services. CEC reserves the right to require full payment prior to time of performance (or to otherwise alter the terms of payment).
- b. **Delinquency.** If Customer fails to pay any amounts due within 30 days of its due date, Customer shall be charged interest at a rate of 1.5% per month (or any part thereof) on the outstanding principal, until such principal and any accrued interest is paid. CEC reserves the right to apply any payments first towards outstanding interest. If Customer is 60 days or more delinquent in its payment, such delinquency may, in CEC's sole discretion, be considered a material breach hereunder and CEC may either suspend performance until Customer becomes current or terminate this Agreement (neither of which shall affect any other rights or remedies available to CEC). If Customer is 90 days or more delinquent, CEC may, upon 30 days notice, remove from Customer's premises all Equipment listed on the Proposal, provided further that if CEC chooses such removal, CEC shall not be obligated to restore Customer's premises to their original condition. Customer shall pay all costs and expenses of collection (or removal of Equipment) pursuant to this subsection, including attorneys' fees or collection agency's fees, out-of-pocket expenses, labor (including without limitation those assessed for removal), and interest. Customer shall receive credit for any removed Equipment pursuant to the provision herein regarding Return of Equipment.
- c. **Taxes.** Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Customer and shall be included in the invoices. Those agencies or businesses that do not pay sales tax must submit their exempt or resale number.

8. Amendments. If circumstances change so as to affect, or the Parties agree to changes affecting, the scope of performance, the parties shall make any necessary equitable adjustment in the price, delivery schedule, or both, and amend this Agreement to reflect such changes in a change order or other writing signed by authorized representatives of both Parties and referencing this Agreement. The Parties may otherwise amend this Agreement, including without limitation these Terms and Conditions, only by written agreement signed by an authorized agent of each party.

9. Warranties. The terms of this Section shall survive the termination of this Agreement.

- a. **Warranty for Any Equipment Provided Pursuant to Proposal.** The Equipment provided by CEC to Customer pursuant to the Proposal will be covered only by the manufacturer's warranty for such Equipment, which CEC shall provide to Customer. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED HEREIN, EQUIPMENT CUSTOMER PURCHASES PURSUANT TO THE PROPOSAL IS PROVIDED "AS IS." CEC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer waives any right to assert any breach of warranty against CEC and agrees that its sole and exclusive remedy for any breach of warranty with respect to any Equipment shall be against the manufacturer of such Equipment.
- b. **Warranty for Any Services Provided Pursuant to Proposal.** CEC warrants its workmanship for the life of the installation pursuant to the Proposal. THE WARRANTY SET FORTH HEREIN IS CEC'S SOLE WARRANTY FOR SERVICES PROVIDED UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees that its sole and exclusive remedy for any breach of the warranty provided in this **Section 9(b)** shall be to require CEC (or a third party authorized by CEC) to re-perform the Services that are the subject of such breach to the standards agreed to in this Agreement and at no additional cost to Customer. The warranty provided herein excludes abuse, modification, improper maintenance or operation, normal wear and tear under normal usage and is void after any party (other than CEC or a third party authorized by CEC) provides repairs or services.

10. Limitation of Liability. The total liability of CEC, including its affiliates, agents, officers, directors, employees, vendors, subcontractors, or suppliers, for all direct or indirect claims of any kind for any loss, cost, expense, liabilities, or damage, whether in contract, warranty (subject to the limitations set for the in **Section 9** hereof), tort (including without limitations negligence), strict liability, equity or otherwise, directly or indirectly arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the furnishing of any Equipment or Services pursuant to this Agreement shall not exceed the total amount paid by Customer under this Agreement. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY, EQUITY, OR OTHERWISE, SHALL CEC OR ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR SUPPLIERS, BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES. The terms of this Section shall apply notwithstanding any other provisions of this Agreement and shall survive the termination of this Agreement.

11. Insurance.

- a. At a minimum, Customer shall maintain insurance on all real property where any Equipment is installed or CEC is performing any Services, and such insurance shall be for the full replacement cost of such real property. Customer waives all rights against CEC and CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such insurance policy. Customer waives all rights against CEC and CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors for loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Customer's property caused by, arising out of or resulting from fire or other peril whether or not insured by Customer.
- b. Any insurance policy maintained by Customer as described in **Section 11(a)** shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the property insurer will have no rights of recovery against CEC or CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors.

12. Indemnification. Customer agrees and acknowledges that it has sole responsibility for the life and safety of all persons and property on its premises, and for protecting against losses to its own property. Therefore, Customer agrees to indemnify CEC and hold CEC harmless from and against all claims, demands and causes of action for direct or indirect damages (including reasonable legal fees) for personal injuries or

CEC STANDARD TERMS AND CONDITIONS

damage to tangible property to the extent directly or indirectly resulting from any Equipment or Services provided pursuant to this Agreement. CEC agrees to notify Customer as soon as practical of any claim, demand or cause of action for which CEC will request indemnification from Customer. CEC will provide Customer with the necessary information and assistance to defend such claim, demand or cause of action.

13. Time to File. Any and all actions, rights, claims, costs, losses, and damages by any Party against any other Party arising out of this Agreement or the performance of this Agreement shall be barred one year after installation of any Equipment or performance of any Service that is the subject of such action, right, claim, cost, loss, or damage.

14. Injunctive Relief; Attorney Fees. CEC shall have the option to bring court proceedings to seek an injunctive or other equitable relief to enforce any right, duty, or obligation under this Agreement. CEC shall not be required to post a bond to obtain such relief or, if a bond is required by law or court order, Customer hereby consents to a bond in the lowest amount permitted by law. Additionally, the prevailing Party in any dispute under this Agreement, whether or not litigation commences, shall be entitled to recover from the other Party all of the prevailing Party's reasonable attorneys' fees and costs and expenses incurred as a result of such dispute that a court of competent jurisdiction determines to be just and reasonable under the circumstances.

15. Confidentiality. The term "Confidential Information" shall refer to any business information or data (including without limitation specifications, drawings, sketches, models, samples, tools, technical information, or pricing and contract terms) in written or other tangible form that is clearly marked "Confidential" (or otherwise clearly identified as confidential). Confidential Information shall not include any information that i) is or becomes publically available other than by breach of this provision; ii) was rightfully in the receiving Party's possession prior to the disclosure under this Agreement; iii) is rightfully obtained by the receiving Party from a third party under no obligation of confidentiality to the disclosing Party; iv) is independently developed by agents or employees of the receiving Party without access to the Confidential Information; or v) is required to be disclosed by appropriate governmental or judicial order provided that the receiving Party gives the disclosing Party written notice prior to such required disclosure.

During the term of this Agreement and for five (5) years thereafter, each Party shall treat the Confidential Information of the other party with the same degree of care it uses to protect its own Confidential Information and shall not disclose such Confidential information without the prior written consent of the other Party.

16. Marketing Disclosures. Unless otherwise agreed in writing, CEC may disclose for marketing or advertising purposes information with respect to the Proposal without prior approval. Customer agrees CEC may disclose such information even if the Proposal is designated "Confidential." Such disclosure shall waive confidentiality with respect to the disclosed information.

17. Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be brought in the Iowa District Court for Linn County, Iowa or the Federal District Court for the Northern District of Iowa situated in Cedar Rapids, Iowa. Each of the Parties hereto consent and submit to the jurisdiction of those courts and further agree that the service of any process, summons, notice, or document in the manner set forth for notices required or permitted under this Agreement shall be effective service for purposes of any litigation in any such court.

18. No Third Party Beneficiaries; Relationship between Parties. This Agreement is solely for the benefit of the Parties hereto. No other person shall be deemed a beneficiary of or otherwise have the right to enforce the Agreement. Customer and CEC hereby specifically agree and acknowledge that CEC is not an employee or agent of Customer.

19. Force Majeure. CEC shall not be considered in default of its performance of its obligations hereunder, if performance of such obligations is prevented or delayed by insurmountable circumstances, such as: delay in the production, delivery, supervision or installation of any of the labor and equipment covered hereby if such delay shall be due to one or more of the following causes: fire, strike, labor dispute with workmen, flood and other acts of God, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of CEC. Time of performance of CEC's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

20. Severability. If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provisions shall otherwise remain in full force and effect.

21. Assignment. No assignment or transfer, in whole or in part, of this Agreement by the Customer shall be binding upon CEC without the prior written consent of an authorized CEC Corporate Officer.

22. Waiver. Failure or delay on the part of CEC or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.

23. Headings. Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.

24. Entire Agreement; Conflicting Terms. Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them. Furthermore, Customer agrees that this Agreement, consisting of the Proposal and these Terms and Conditions, constitutes the entire understanding between the Parties and supersedes all prior, contemporaneous or subsequent agreements or offers, whether oral or written. To the extent that any provision(s) in the Proposal (or any other prior, contemporaneous or subsequent agreements or offers, whether oral or written) conflicts with the provisions in these Terms and Conditions, these Terms and Conditions shall control unless the Parties explicitly agree otherwise in a writing signed by both Parties' authorized representatives.

PURCHASE OF SERVICE AGREEMENT
Inspection Services

This Agreement, entered into by and between the County of Door, a Body Corporate. Hereinafter referred to as "County", and Communications Engineering Company (CE)C, hereinafter referred to as "Provider".

WHEREAS, County desires to secure and retain the services of Provider to perform services enumerated below; and

WHEREAS, Provider desires to perform the services enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. This Agreement shall become effective on February 28, 2021 thru February 28, 2024.
2. County's contact information is: Wayne Spritka, Door County Facilities and Parks Director; 421 Nebraska Street, Sturgeon Bay, WI 54235; Ph: 920.746.2211; E-mail: wspritka@co.door.wi.us.
3. Provider's contact information is: Communications Engineering Company, Adrienne Hillesheim, 2200 American Blvd, De Pere, WI 54115; Ph:920.434.9082; Fax: 920.434.9446.
4. During the term hereof, County hereby engages Provider and Provider hereby agrees to perform services, as set forth in the attached Inspection Proposal (Attachment A, incorporated herein by reference as if set forth in full).
5. The provisions of this Agreement and attachments shall be harmonized to give full force and effect to all wherever possible.
6. Payment for services covered by this Agreement shall be based on allowable fees and costs as set forth in the attachment referenced in paragraph 4. above. Payment shall only be made for authorized services actually and satisfactorily provided. It is understood that County is not obligated to purchase any minimum amount of services from Provider.
7. Provider shall act as an independent contractor in providing and performing the services contemplated by this agreement. Nothing in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Provider.
8. Provider holds itself out as an independent contractor. Provider: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
9. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Provider will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This agreement shall not be construed as creating any joint employment relationship between the Provider and the County, and the County will not be liable for any obligation incurred by the Provider, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Provider is not entitled to receive any benefits from County or to participate in any County benefit plan.
10. Provider retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.
11. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the County.

12. Provider shall provide, perform and complete all services contemplated by this Agreement in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of the profession.
13. Provider warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this Agreement.
14. Provider represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
15. Provider shall, in order to protect itself as well as the County, at all times during the terms of this Agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance.
 - *Comprehensive General (Including Professional) Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars (\$1,000,000) per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of provider under this Agreement.
 - *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Underinsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty five thousand dollars (\$25,000) property damage each accident.
 - *Workers Compensation*: If and as required by the State of Wisconsin.
 - *Other Insurance*: If and as required by the State of Wisconsin and deemed reasonable and adequate by the County.

Provider shall furnish certificates of insurance to the County evidencing the risks insured against and the limits of liability there under.

County shall be named an additional insured or loss payee.

Provider shall furnish County additional insured or loss payee endorsement(s).

Provider acknowledges that its indemnification liability to County is not limited by the limits of any insurance coverage.

16. Each Party will indemnify, defend, and hold the other harmless from and against all liability, loss, costs, damages, (together with reasonable attorneys' fees associated therewith) arising out of any third party claims resulting from the negligence, willful misconduct of a Party, or breach of this Agreement (including but not limited to any representation or warranty hereunder).
17. Provider shall comply with all applicable state and federal guidelines, laws, orders, regulations, and rules.
18. During the term of this Agreement the Contractor shall comply with all applicable state and/or federal labor standards.
19. During the term of this Agreement the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
20. During the term of this Agreement Provider shall comply with all applicable affirmative action mandates and all equal opportunity requirements. This includes the submission, if required, of the Provider's current approved civil rights compliance action plan.
21. Provider shall maintain records in connection with this Agreement in a manner sufficient to meet the requirements of state and federal laws, regulations and rules.
22. Provider shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) ("HIPAA").

23. Provider shall meet state and federal service standards and applicable state and federal licensure and certification requirements as expressed by state and federal regulations and rules applicable to the services covered by this Agreement. Provider shall provide duplicates of any current license or certification required to the County.
24. Provider represents that it is not (and has not been) debarred, suspended or otherwise declared ineligible to provide the services covered by this Agreement. Provider shall immediately notify County if their status changes during this Agreement's term.
25. Provider shall avoid conflicts of interest. This includes the establishment of safeguards by Provider to prevent its employees, officers, principals or agents from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
26. Noncompliance with this Agreement may be considered cause for its immediate suspension or termination. As the attached RFP indicates, Door County shall have the unilateral right to terminate the Agreement upon one hundred twenty (120) days written notice to the Provider. If the County terminates this Agreement for the Provider's breach, Provider may be liable for any additional costs County incurs for replacement services.
27. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
28. Provider shall not assign this Agreement in whole or in part. Provider shall not assign any of its rights or obligations under this Agreement. Provider shall not assign any payment due or to become due under this Agreement.
29. This Agreement and the rights and obligation of County and Provider under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
30. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin or, if subject matter jurisdiction otherwise exists, the U.S. District Court, Eastern District of Wisconsin. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.
31. County and Provider represents and warrants that it has carefully reviewed and fully understands this Agreement, including any attachments and any matters incorporated by reference. This Agreement shall be binding upon and shall inure to the benefit of County and Provider and upon their respective and permitted successors and assigns. All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Provider, including the RFP and addendums, shall be included in this contract by reference.
32. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement 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 Agreement shall be in any way affected thereby.
33. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Provider.
34. It is understood and agreed that this Purchase of Service Agreement, attachments, and any matters incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Signature page to follow

Accepted and Agreed this _____ day of August, 2020

Name/Title: _____

Federal Employer Identification Number _____

Accepted and Agreed this _____ day of August, 2020

Wayne Spritka, Facilities and Parks Director

Accepted and Agreed this _____ day of August, 2020

Ken Pabich, Door County Administrator

Approved as to form this _____ day of August, 2020.

Grant P. Thomas
Corporation Counsel

Accounts Payable Invoice Report

G/L Date Range 08/01/20 - 08/01/20

Report By Department - Batch - Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Department 37 - Facilities & Parks Batch Number 2020-0000412 Batch Date 07/21/2020 Entered by User Denise Denil									
Vendor 2770 - BELSON COMPANY									
Sub-Department 37 Facilities & Parks									
0000372304	janitorial supplies	Edit		07/16/2020	08/01/2020	08/01/2020			151.50
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	2770 - BELSON COMPANY Totals			Invoices	1	<u>151.50</u>
Vendor 10145 - CINTAS CORPORATION									
Sub-Department 37 Facilities & Parks									
4056585602	Facilities uniforms	Edit		07/02/2020	08/01/2020	08/01/2020			100.87
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	10145 - CINTAS CORPORATION Totals			Invoices	1	<u>100.87</u>
Vendor 8520 - DOOR COUNTY HARDWARE COMPANY									
Sub-Department 37 Facilities & Parks									
7/2 to 7/23/20	Hardware July 2020	Edit		07/21/2020	08/01/2020	08/01/2020			987.74
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	8520 - DOOR COUNTY HARDWARE COMPANY Totals			Invoices	1	<u>987.74</u>
Vendor 3828 - DOUGS SANITATION SERVICE									
Sub-Department 37 Facilities & Parks									
78968	Service Murphy Park restrooms	Edit		07/15/2020	08/01/2020	08/01/2020			217.00
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	3828 - DOUGS SANITATION SERVICE Totals			Invoices	1	<u>217.00</u>
Vendor 14654 - EWALDS HARTFORD FORD LLC									
Sub-Department 37 Facilities & Parks									
PO 2274	2020 Ford F250 Truck - Parks	Edit		07/20/2020	08/01/2020	08/01/2020			29,033.00
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	14654 - EWALDS HARTFORD FORD LLC Totals			Invoices	1	<u>29,033.00</u>
Vendor 13613 - FASTENAL COMPANY									
Sub-Department 37 Facilities & Parks									
WISTU143029	ARDC signs 5x5 step frame, 7' galv. cross beam	Edit		06/26/2020	08/01/2020	08/01/2020			218.90
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	13613 - FASTENAL COMPANY Totals			Invoices	1	<u>218.90</u>
Vendor 12842 - FIRST SUPPLY GREEN BAY									
Sub-Department 37 Facilities & Parks									
12237409-00	Cordless Air Compressor and 18V H. O. Battery	Edit		07/13/2020	08/01/2020	08/01/2020			542.14
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0

Accounts Payable Invoice Report

G/L Date Range 08/01/20 - 08/01/20

Report By Department - Batch - Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor	12842 - FIRST SUPPLY GREEN BAY Totals			Invoices	1	\$542.14
Vendor 12235 - IAN KAZIAN									
Sub-Department 37 Facilities & Parks									
Trans 000295	Paystation-tried to purchase 2nd permit at half price	Edit		06/27/2020	08/01/2020	08/01/2020			27.50
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	12235 - IAN KAZIAN Totals			Invoices	1	\$27.50
Vendor 11942 - INNOVATIVE LED SOLUTIONS LLC									
Sub-Department 37 Facilities & Parks									
91432	PO 2306, 1st Floor Re-lighting Project	Edit		07/28/2020	08/01/2020	08/01/2020			27,372.33
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	11942 - INNOVATIVE LED SOLUTIONS LLC Totals			Invoices	1	\$27,372.33
Vendor 10977 - INTEGRITY ENGINEERING & DESIGN, LLC									
Sub-Department 37 Facilities & Parks									
4134	Eng Serv-Safety & Debris Fence Race Track	Edit		07/16/2020	08/01/2020	08/01/2020			2,400.00
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	10977 - INTEGRITY ENGINEERING & DESIGN, LLC Totals			Invoices	1	\$2,400.00
Vendor 12201 - JIM KOMISAREK									
Sub-Department 37 Facilities & Parks									
Trans 000667	Paystation mistake-Refund amt diff from annual to daily	Edit		07/01/2020	08/01/2020	08/01/2020			48.00
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	12201 - JIM KOMISAREK Totals			Invoices	1	\$48.00
Vendor 810 - MCMASTERS CARR SUPPLY COMPANY									
Sub-Department 37 Facilities & Parks									
42401737,2483236	Annual rebuild Ozone Gen System,cable ramp Sheriffs conf. rm	Edit		07/15/2020	08/01/2020	08/01/2020			143.84
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	810 - MCMASTERS CARR SUPPLY COMPANY Totals			Invoices	1	\$143.84
Vendor 10768 - MENARDS EAST STORE									
Sub-Department 37 Facilities & Parks									
96955	Concrete mix - memorial benches	Edit		07/13/2020	08/01/2020	08/01/2020			780.14
			Sub-Department	37 Facilities & Parks Totals			Invoices	1	0
			Vendor	10768 - MENARDS EAST STORE Totals			Invoices	1	\$780.14
Vendor 19276 - SAN-A-CARE INC									

Accounts Payable Invoice Report

G/L Date Range 08/01/20 - 08/01/20

Report By Department - Batch - Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Sub-Department 37 Facilities & Parks									
523098,523030	janitorial supplies	Edit		07/22/2020	08/01/2020	08/01/2020			218.71
			Sub-Department 37 Facilities & Parks Totals			Invoices	1		0
			Vendor 19276 - SAN-A-CARE INC Totals			Invoices	1		<u>\$218.71</u>
Vendor 2302 - SCHINDLER ELEVATOR CORPORATION									
Sub-Department 37 Facilities & Parks									
8105403435	Annual elevator preventive maint. 8/1/20 to 7/31/2021	Edit		08/01/2020	08/01/2020	08/01/2020			3,244.80
			Sub-Department 37 Facilities & Parks Totals			Invoices	1		0
			Vendor 2302 - SCHINDLER ELEVATOR CORPORATION Totals			Invoices	1		<u>\$3,244.80</u>
Vendor 8264 - SHERWIN WILLIAMS									
Sub-Department 37 Facilities & Parks									
7/6 to 7/21/20	Paint for park restrooms	Edit		07/21/2020	08/01/2020	08/01/2020			1,172.64
			Sub-Department 37 Facilities & Parks Totals			Invoices	1		0
			Vendor 8264 - SHERWIN WILLIAMS Totals			Invoices	1		<u>\$1,172.64</u>
Vendor 15069 - STAPLES ADVANTAGE									
Sub-Department 37 Facilities & Parks									
3451289486	Pine sol clean, hand sanitizer wipes	Edit		07/14/2020	08/01/2020	08/01/2020			161.04
			Sub-Department 37 Facilities & Parks Totals			Invoices	1		0
			Vendor 15069 - STAPLES ADVANTAGE Totals			Invoices	1		<u>\$161.04</u>
Vendor 21991 - STEEL CITY CORP									
Sub-Department 37 Facilities & Parks									
441765	Snowmobile sign Posts for 20-21 program	Edit		07/24/2020	08/01/2020	08/01/2020			2,224.46
			Sub-Department 37 Facilities & Parks Totals			Invoices	1		0
			Vendor 21991 - STEEL CITY CORP Totals			Invoices	1		<u>\$2,224.46</u>
Vendor 30720 - STURGEON BAY SAND & GRAVEL									
Sub-Department 37 Facilities & Parks									
13796	3/4" screened gravel - Lower LaSalle Rd project	Edit		07/23/2020	08/01/2020	08/01/2020			71.51
			Sub-Department 37 Facilities & Parks Totals			Invoices	1		0
			Vendor 30720 - STURGEON BAY SAND & GRAVEL Totals			Invoices	1		<u>\$71.51</u>
Vendor 30820 - STURGEON BAY UTILITIES									
Sub-Department 37 Facilities & Parks									
4992.18	Facilities and Parks utilities JUNE 2020	Edit		07/07/2020	08/01/2020	08/01/2020			5,059.43
			Sub-Department 37 Facilities & Parks Totals			Invoices	1		0

Accounts Payable Invoice Report

G/L Date Range 08/01/20 - 08/01/20

Report By Department - Batch - Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 30820 - STURGEON BAY UTILITIES Totals						Invoices	1		\$5,059.43
Vendor 5725 - T R COCHART TIRE CENTER									
Sub-Department 37 Facilities & Parks									
192481	970 Front tires	Edit		07/23/2020	08/01/2020	08/01/2020			220.00
Sub-Department 37 Facilities & Parks Totals						Invoices	1		0
Vendor 5725 - T R COCHART TIRE CENTER Totals						Invoices	1		\$220.00
Vendor 2628 - TOTAL ENERGY SYSTEMS									
Sub-Department 37 Facilities & Parks									
348752	Gov Ctr - Shell Rotella Long Life Coolant	Edit		07/24/2020	08/01/2020	08/01/2020			45.76
Sub-Department 37 Facilities & Parks Totals						Invoices	1		0
Vendor 2628 - TOTAL ENERGY SYSTEMS Totals						Invoices	1		\$45.76
Vendor 10598 - TRUGREEN AND ACTION PEST CONTROL									
Sub-Department 37 Facilities & Parks									
70934,87547,5813	Grub preventative	Edit		07/22/2020	08/01/2020	08/01/2020			857.00
Sub-Department 37 Facilities & Parks Totals						Invoices	1		0
Vendor 10598 - TRUGREEN AND ACTION PEST CONTROL Totals						Invoices	1		\$857.00
Vendor 2784 - VIKING ELECTRIC SUPPLY									
Sub-Department 37 Facilities & Parks									
7/21,7/27/20	EMS gray fans installed, Jail night lights	Edit		07/27/2020	08/01/2020	08/01/2020			265.05
Sub-Department 37 Facilities & Parks Totals						Invoices	1		0
Vendor 2784 - VIKING ELECTRIC SUPPLY Totals						Invoices	1		\$265.05
Vendor 8440 - WARNER WHOLESALE									
Sub-Department 37 Facilities & Parks									
206194	W-W Foam away	Edit		07/16/2020	08/01/2020	08/01/2020			13.09
Sub-Department 37 Facilities & Parks Totals						Invoices	1		0
Vendor 8440 - WARNER WHOLESALE Totals						Invoices	1		\$13.09
Vendor 14651 - WISCONSIN MEDIA									
Sub-Department 37 Facilities & Parks									
0003417150	Invitation to bid - Raze Structure	Edit		07/20/2020	08/01/2020	08/01/2020			13.01
Sub-Department 37 Facilities & Parks Totals						Invoices	1		0
Vendor 14651 - WISCONSIN MEDIA Totals						Invoices	1		\$13.01
Vendor 38670 - WISCONSIN PUBLIC SERVICE CORP									
Sub-Department 37 Facilities & Parks									
07172020	Facilities and Parks utilities June 2020	Edit		07/17/2020	08/01/2020	08/01/2020			1,315.32
Sub-Department 37 Facilities & Parks Totals						Invoices	1		0

Accounts Payable Invoice Report

G/L Date Range 08/01/20 - 08/01/20

Report By Department - Batch - Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
	Vendor	38670 - WISCONSIN PUBLIC SERVICE CORP	Totals			Invoices	1		\$1,315.32
		Batch Number	2020-00000412	Totals		Invoices	27		\$76,904.78
		Department	37 - Facilities & Parks	Totals		Invoices	27		\$76,904.78
37 Facilities & Parks									
			Grand Totals			Invoices	27		\$76,904.78

AIA[®] Document G702[™] - 1992

Application and Certificate for Payment

TO OWNER: County of Door 421 Nebraska Street Sturgeon Bay, WI 54235	PROJECT: Door County Sheriff's Storage Garage 1205 South Duluth Avenue	APPLICATION NO: PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS: / /
FROM CONTRACTOR:	VIA ARCHITECT: Integrity Engineering & Design, LLC 2637 Tulip Lane Green Bay, WI 54313	Distribution to: OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ _____
2. NET CHANGE BY CHANGE ORDERS	\$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ _____
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ _____
b. 0 % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ _____
6. TOTAL EARNED LESS RETAINAGE	\$ _____
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ _____
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ _____
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this Month	\$ _____	\$ _____
TOTALS	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before
 me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 132,306.30
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
 By: _____ Date: 8-7-2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: OWNER
 County of Door
 421 Nebraska St
 Sturgeon Bay, WI 54235
FROM: CONTRACTOR
 Keller, Inc.
 N216 State Road 55
 Kaukauna, WI 54130

Project: Sheriff's Garage

APPLICATION NO: 1
 PERIOD TO: 7/31/2020
 PROJECT NO. 74457
 CONTRACT DATE: 4/29/2020

Distribution to:	
<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
 Continuation sheet is attached

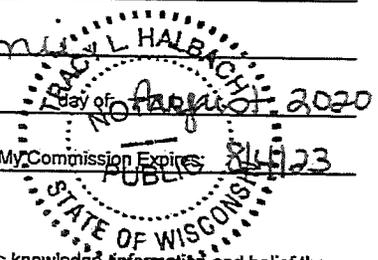
1. ORIGINAL CONTRACT SUM	\$ 287,445.00
2. Net change by change orders	\$ -
3. CONTRACT SUM TO DATE (line 1 + or - 2)	\$ 287,445.00
4. TOTAL COMPLETE & STORED TO DATE	\$ 147,007.00
(Column I ON Application)	
5. RETAINAGE	
<u>10</u> % of Completed Work	\$ 14,700.70
b. <u> </u> % of Stored material	
(Column H + I on Application)	
Total Retainage (Lines 5a = 5b or)	
Total in Column K of Application	
6. TOTAL EARNED LESS RETAINAGE	\$ 14,700.70
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ -
(Line 6 from prior certificate)	
8. CURRENT PAYMENT DUE	\$ 132,306.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 155,138.70
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY		
Total Changes Approved In Previous Months By Owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTAL	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been Completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from Owner, and that the current payment shown herein is now due.

CONTRACTOR:

By: *William Murray* Date: 8-6-2020
 State of: WI County of: Doutagamie
 Subscribed and Sworn to before me this: 1st day of August, 2020
 Notary Public: *Tracy L Halbach* My Commission Expires: 8/1/23
ARCHITECT'S CERTIFICATE FOR PAYMENT



The undersigned Architect certifies that to the best of the Architect's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work previous Certifications for Payment were issued and payments received from Owner, and that the current payment shown herein is now due.

AMOUNT CERTIFIED..... \$ NOT APPLICABLE

(Attach explanation if amount certified differs from the amount. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: NOT APPLICABLE Date: NOT APPLICABLE

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G703 - DOOR COUNTY SHERIFF'S GARAGE											
Application And Certification For Payment Containing Contractor Signed Certification In Tabulations Below, Amounts Are Stated To The Nearest Dollar Use Column L On Contracts Where Variable Retainage For Line Items May Apply									Application Number	1	
									Application Date	7/31/2020	
									Period To:	7/31/2020	
									Keller Project No.	74457	
A	B	C	D	E	F	G	H	I	J	K	
Task	Description Of Work	Contractor	Scheduled Value	Previous Application	% Comp. Pre/App.	This Application	% Added This App.	Materials Stored On Site Not in D or F	Total Complete & Stored To Date D+F+H	Balance To Finish C - I	Retainage
	General Conditions	Keller Inc.	12,164.00	0.00	0%	6,204.00	51%	0.00	6,204.00	5,960.00	\$620.40
	Performance Bond	Keller Inc.	1,755.00	0.00	0%	1,755.00	100%	0.00	1,755.00	0.00	\$175.50
	Excavation	JJ Excavating LLC	41,484.00	0.00	0%	33,708.00	81%	0.00	33,708.00	7,776.00	\$3,370.80
	Asphalt	Northeast Asphalt Inc.	17,450.00	0.00	0%	0.00	0%	0.00	0.00	17,450.00	\$0.00
	Concrete	St Louis Concrete & Trucking Inc.	39,150.00	0.00	0%	34,425.00	88%	0.00	34,425.00	4,725.00	\$3,442.50
	Steel Building & Erection	Keller Inc.	84,580.00	0.00	0%	59,192.00	70%	0.00	59,192.00	25,388.00	\$5,919.20
	Overhead Doors	EZ Gilde Corp	27,100.00	0.00	0%	0.00	0%	0.00	0.00	27,100.00	\$0.00
	Doors & Hardware	Keller Inc.	3,470.00	0.00	0%	0.00	0%	0.00	0.00	3,470.00	\$0.00
	Epoxy Flooring	To be let	2,555.00	0.00	0%	0.00	0%	0.00	0.00	2,555.00	\$0.00
	Painting & Staining	Wenzel Painting Inc.	965.00	0.00	0%	0.00	0%	0.00	0.00	965.00	\$0.00
	HVAC	To be let	4,320.00	0.00	0%	0.00	0%	0.00	0.00	4,320.00	\$0.00
	Electrical	Harv's Electric	29,485.00	0.00	0%	0.00	0%	0.00	0.00	29,485.00	\$0.00
	Overhead & Profit	Keller Inc.	22,987.00	0.00	0%	11,723.00	51%	0.00	11,723.00	11,264.00	\$1,172.30
	Total Contract Amount		287,445.00	0.00	0%	147,007.00	51%	0.00	147,007.00	140,438.00	14,700.70
	Total Contract to Date including Change Orders:		287,445.00	0.00	0%	147,007.00	51%	0.00	147,007.00	140,438.00	14,700.70



Keller

Planners | Architects | Builders
With Offices in the Fox Cities, Madison,
Milwaukee & Waupun

PARTIAL WAIVER OF LIEN

August 6, 2020

For value received, we hereby waive our rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired, and to the appurtenances thereunto, for County of Door, owner, by Keller, Inc., contractor, for Door County Sheriff's Garage being situated in Door County, State of Wisconsin, described as:

Door County Sheriff's Garage
1205 S Duluth Ave
Sturgeon Bay, WI 54235

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances,

Draw #1: \$132,306.30 – AIA# 1 through 7/31/2020. This lien waiver is conditioned upon receipt of \$132,306.30 in good funds by Keller Inc.

Keller, Inc.

