



**DOOR COUNTY**

**Resolution No. 2018-14**

**PROCLAMATION**

**CELEBRATE WATER DAY**

**MAY 5, 2018**

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

**BOARD ACTION**

Vote Required: Majority vote of a quorum

---

Motion to Approve      Adopted

1st Fisher      Defeated

2nd Kohout

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

**FISCAL IMPACT:** No Fiscal Impact.

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors.

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

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

1        **WHEREAS,** Water is essential for our health, fundamental to our  
2 environment, and critical to our economy; and

3  
4        **WHEREAS,** Door County's unique geography makes our water vulnerable...  
5 as a peninsula situated on the Niagara Escarpment, our thin soil layer, combined  
6 with the vertical and horizontal fracturing common in our bedrock, makes  
7 protecting our water a priority; and

8  
9        **WHEREAS,** Water has been defined by the County Board as a strategic  
10 priority which states "Protect Door County's natural resources, especially water  
11 quality"; and

12  
13        **WHEREAS,** Celebrate Water Door County is a non-profit organization  
14 which is focusing on the concept of healthy water for Door County; and

15  
16        **WHEREAS,** Celebrate Water Door County is planning a year-long series to  
17 celebrate Door County's waters, to understand the threats to our waters, and to  
18 inspire and support people to act and project our waters; and

19  
20        **WHEREAS,** Celebrate Water Door County is planning three outreach  
21 phases which are:  
22            1. Celebrating our Water  
23            2. Threats to our Water  
24            3. Protecting our Water; and

25  
26        **WHEREAS,** Celebrate Water Door County is partnering with multiple  
27 County Departments to help with each of phases... including the Library, Soil and  
28 Water, Health, and Land Use Services; and

29  
30        **WHEREAS,** Celebrate Water Door County plans to host events between  
31 May of 2018 and June of 2019.

32  
33        **NOW, THEREFORE, BE IT RESOLVED,** That the Door County Board  
34 of Supervisors does hereby support and promote May 5, 2018 as Celebrate Water  
35 Day in Door County, and urges the citizens of Door County to join in this special  
36 observance with appropriate events and commemorations throughout the year.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

[Signature]      David Lienau, Chairman

[Signature]      Ken Fisher

[Signature]      Dan Austad

[Signature]      John Neinas

[Signature]      Kathy Schultz

[Signature]      Richard Virlee

\_\_\_\_\_  
Joel Gunnlaugsson



**DOOR COUNTY**

**Resolution No. 2018-15**

**PROCLAMATION**

**TRAVEL & TOURISM WEEK**

**MAY 6-12, 2018**

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

**BOARD ACTION**

Vote Required: Majority vote of a quorum

---

Motion to Approve Adopted

1st Bacon Defeated

2nd Sohns

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

**FISCAL IMPACT: No Fiscal Impact.**

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors.

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

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

3  
4 **WHEREAS**, Travel to and within the United States provides significant economic  
5 benefits for the nation, generating \$2.3 trillion in economic output in 2016, with \$990.3  
6 billion spent directly by domestic and international travelers that spurred an additional  
7 \$1.3 trillion in other industries; and

8  
9 **WHEREAS**, Travel is among the largest private-sector employers in the United  
10 States, supporting 15.3 million jobs in 2016, including 8.6 million directly in the travel  
11 industry and 6.7 million in other industries; and

12  
13 **WHEREAS**, Travel spending directly generated tax revenues of \$157.8 billion in  
14 2016 for federal, state and local governments, funds used to support essential services  
15 and programs; and

16  
17 **WHEREAS**, Direct tourism spending in Door County totaled \$347.8 million in  
18 2016 and generated \$37.5 million in state and local tax revenue while supporting 3,178  
19 jobs and generating \$75.1 million in employee wages; and

20  
21 **WHEREAS**, International travel to the United States is the nation's largest single  
22 export industry – greater than the export of business services, machinery, computer and  
23 electronic products, motor vehicles and agriculture. Travel generated \$246 billion in  
24 exports in 2016, creating a travel trade surplus of \$87 billion in favor of the U.S.; and

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

30  
31 **WHEREAS**, Leisure travel, which accounts for nearly 4 out of 5 domestic trips  
32 taken, spurs countless benefits to travelers' creativity, cultural awareness, education,  
33 happiness, productivity, relationships and wellness; and

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

37  
38 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of  
39 Supervisors does hereby support and promote May 6-12, 2018 as Travel and Tourism  
40 Week in Door County, and urges the citizens of Door County to join in this special  
41 observance with appropriate events and commemorations.

**SUBMITTED BY:**

[Signature]

David Lienau, Chairperson  
Door County Board of Supervisors



**DOOR COUNTY**

**Resolution No. 2018-16**

**APPROVAL OF LAND LEASE AND TOWER SALE AGREEMENT  
WITH WISCONSIN PUBLIC SERVICE CORPORATION**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**  
Vote Required: Majority Vote of Total Membership

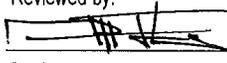
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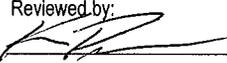
Motion to Approve Adopted

1st Virlee Defeated

2nd Bacon

Yes: 19 No: 0 Exc: 2

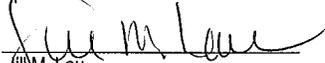
Reviewed by:  Corp. Counsel

Reviewed by:  Administrator

**FISCAL IMPACT:** The \$20,000 purchase price for the tower facilities was not included as a revenue in our 2018 budget. The agreement also transfers the responsibility and cost of removing the tower facilities at the end of its useful life to WPSC. MEJ

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors.

  
Jill M. Lau  
County Clerk, Door County

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

5  
6 **WHEREAS**, The 'old' communications tower and related facilities  
7 (situated on the County's Brussels Hill) have been declared surplus and  
8 are to be disposed of by the most appropriate method; and

9  
10 **WHEREAS**, in August, 2016, County sought proposals for disposition  
11 of the 'old' communications tower and related facilities and, following a  
12 prolonged negotiation process, reached tentative consensus with  
13 Wisconsin Public Service Corporation; and

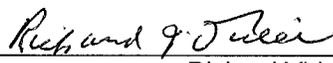
14  
15 **WHEREAS**, The Property Committee has considered and  
16 recommends approval of the Land Lease and Tower Sale Agreement  
17 (hereafter "Agreement"), which is attached hereto and incorporated herein  
18 by reference); and

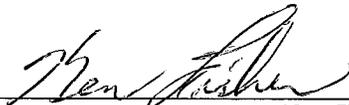
19  
20 **WHEREAS**, It is deemed advantageous and suitable for the County of  
21 Door to enter into the Agreement.

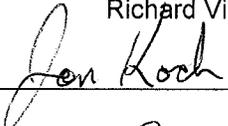
22  
23 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board  
24 of Supervisors does hereby approve the Agreement.

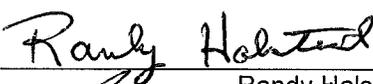
25  
26 **BE IT FURTHER RESOLVED**, That the Agreement shall be jointly  
27 administered by the Technical Services Department and Facilities & Parks  
28 Department, subject to the oversight of the Property Committee.  
29

**SUBMITTED BY: PROPERTY COMMITTEE**

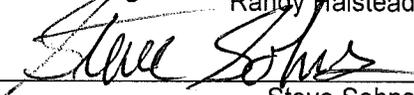
  
Richard Virlee, Chairman

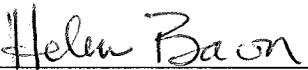
  
Ken Fisher

  
Jon Koch

  
Randy Halstead

  
Dan Austad

  
Steve Sohns

  
Helen Bacon

**LAND LEASE AND TOWER SALE AGREEMENT**

THIS LAND LEASE AND TOWER SALE AGREEMENT (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the COUNTY OF DOOR, a Wisconsin body corporate with its principal offices located at Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin, hereinafter designated *LESSOR* and WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation with its principal offices located at 700 North Adams Street, Green Bay, Wisconsin, hereinafter designated *LESSEE*. The *LESSOR* and *LESSEE* are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS

WHEREAS, *LESSOR* is the owner of certain real property described on *Exhibit A* attached hereto (the "Property");

WHEREAS, *LESSOR* issued a request for proposals ("RFP") relating to the Tower Facilities (defined below) located on the Property;

WHEREAS, this Agreement resulted from a proposal submitted by the *LESSEE* in response to the RFP whereby *LESSEE* offered to purchase the Tower Facilities and enter into a long-term lease of the portion of the Property depicted on *Exhibit B* attached hereto (the "Land Space" or the "Premises"); and

WHEREAS, the Parties hereto desire to enter into this Agreement to set forth the terms, conditions and agreements of the Parties relating to the Tower Facilities and the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals.

The recital paragraphs set forth above are hereby incorporated into this Agreement.

2. Transfer of the Tower Facilities to LESSEE.

As used herein, the "Tower" shall mean the communications tower located on the Land Space. As used herein, the "Tower Facilities" shall mean, collectively, the Tower and the following items located on or at the Land Space: all fencing and gates surrounding the Tower, all guy wires, anchors, cabling and utility lines serving or supporting the Tower (whether located on the Land Space or on or over other portions of the Property, such as the Ancillary Area defined below), any accessory structure(s), all generators, and all other associated equipment, components, fixtures and personal property and any replacements thereof. The Parties agree that the Tower Facilities shall expressly exclude any underground storage tanks.

Simultaneously with the Effective Date of this Agreement, *LESSOR* is selling the Tower Facilities to *LESSEE* for \$20,000.00, which transfer shall be evidenced by a deed in the form attached hereto as *Exhibit C* and a bill of sale in the form attached hereto as *Exhibit D* effective as of the Effective Date (collectively, the “Transfer Documents”). In addition to the Transfer Documents and the other acts and deeds contemplated to be performed herein the Parties agree to perform, execute and deliver any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated in this Agreement or to further perfect the conveyance, transfer and assignment of the Tower Facilities to *LESSEE*. The Parties agree that the allocation of the purchase price for the Tower Facilities between real and personal property for the purposes of the Wisconsin real estate transfer tax return shall be as follows: \$\_\_\_\_\_ allocated to real property and \$\_\_\_\_\_ allocated to personal property.

3. Premises.

*LESSOR* hereby leases exclusively to *LESSEE* the Land Space which comprises that portion of the Property legally described on *Exhibit A* attached hereto and as depicted on *Exhibit B* attached hereto with the label “LEASE AREA”. The Parties intend the Land Space to be the full area of the Tower Facilities within the Property (with the exception of any utility lines and tower guy wires extending beyond the fenced area into the Ancillary Area, described below), including the fenced compound. The Land Space is an approximately 25 foot by 34 foot area containing approximately 850 square feet. *LESSEE* shall have the right to control all vegetation (including cutting, trimming and removal) within the Land Space.

In the event *LESSEE* desires in the future to expand or improve the Tower Facilities which does not include the right to replace or rebuild the tower except as addressed in the next paragraph, *LESSOR* agrees to cooperate in good faith with reasonable requests from *LESSEE* to expand or otherwise modify the Land Space and use or the Ancillary Area, defined below, to accomplish such activities. Such expansion activities may include the expansion of the fenced area, the expansion or addition of foundations and the expansion or addition of building structures. Such expansion shall be memorialized by a written amendment to this Agreement and the Memorandum of Lease and subject to *LESSOR*’S review and approval of the plans to improve or replace the Tower Facilities.

*LESSEE* may in the future rebuild the Tower Facilities after a catastrophic event. Any rebuilding must meet the following criteria:

- 1) The Tower must be in substantially the form it was in at the time of destruction (including the same footprint and with no vertical expansion).
- 2) The rebuilding must comply with land use and zoning regulations.

4. Road/Utility Area; Ancillary Area; Appurtenant Rights.

*LESSOR* hereby grants *LESSEE* a non-exclusive access right (the “Right-of-Way”) to use the existing access road that passes through the Property from the nearest public road (i.e., High Road) to the Land Space for ingress, egress, and regress for pedestrians and

motor vehicles. The area containing this Right-of-Way is depicted on *Exhibit B* hereto with the label “UTILITY AND INGRESS/EGRESS AREA” (the “Road/Utility Area”). *LESSEE* is responsible for the routine maintenance and repair of the access road (including snow removal) for *LESSEE*'s use and any damage caused by *LESSEE*, its agents, invitees or subtenants, with *LESSOR* responsible for any access for and damage caused by *LESSOR*, its agents, invitees or other tenants of the Property. *LESSOR* shall be responsible for any necessary replacement or substantial repair of the Road/Utility Area not caused by *LESSEE*'s, its agents', invitees' or subtenants'.

*LESSOR* hereby grants *LESSEE* the right to install, maintain, replace and upgrade utility lines serving the Tower Facilities (the “Utility Rights”), including, without limitation, the right to install electric utilities, over and under the Road/Utility Area. The Parties agree to cooperate in good faith if the utility lines and Road/Utility Area should need to be relocated outside of this area or otherwise modified in the future. Except for relocations of utilities requested by *LESSOR*, *LESSEE* agrees to repair any damage to the Property caused by *LESSEE*, its agents, invitees or subtenants in connection with the utilities.

*LESSOR* hereby grants *LESSEE* the right to use such other portions of the Property surrounding the Premises, including, without limitation, the areas labeled as “GUY WIRE AREA” on *Exhibit B* (collectively, the “Ancillary Area”), as are reasonably necessary for the installation, operation, maintenance, inspection, removal or replacement of the Tower Facilities (including, without limitation, affixing guy wires and anchors), including, without limitation, the right to control vegetation (including cutting and trimming) immediately outside the Premises which may be reasonable or appropriate (collectively, the “Maintenance Rights”). Without limiting the generality of the foregoing, the Maintenance Rights shall include (1) *LESSEE*'s right to use the Ancillary Area for staging and other activities involved in the installation and removal of Tower Facilities and replacements/upgrades thereto and (2) the installation of new guy wires and anchors to support replacements/upgrades to the Tower Facilities. The Parties agree to cooperate in good faith if the Ancillary Area should need to be modified in the future due to the Maintenance Rights, including, without limitation, the installation of guy wires and anchors lines outside of the area labelled as “GUY WIRE AREA” on *Exhibit B*.

The Right-of-Way, Utility Rights and Maintenance Rights (collectively, the “Appurtenant Rights”) in the Road/Utility Area and Ancillary Area are not permanent interests nor are they of permanent duration. Rather, the Appurtenant Rights terminate concurrently with the termination of this Agreement.

5. Term.

This Agreement shall be effective as of the Effective Date. This Agreement's term shall be the lesser of the life of the existing Tower in place on the Effective Date or fifty (50) years (the “Term”), unless sooner terminated in accord with the terms and conditions herein.

6. Consideration.

There is no additional rental cost to the *LESSEE*. Consideration for this Agreement includes *LESSEE's* purchase of the Tower Facilities from *LESSOR* and *LESSEE's* agreement to remove these at the end of this Agreement and restore the site as provided in Paragraph 14 *infra*.

7. Use of Premises.

*LESSEE's* plan is to utilize the Tower Facilities for utility and communication technologies (whether now existing or developed in the future) for *LESSEE's* utility and communication systems and, if desired by *LESSEE*, for the utility and communications systems of *LESSEE's* affiliated companies and subtenants.

*LESSEE* may use the Land Space and Road/Utility Area and Ancillary Area for purposes related to the above use, including Appurtenant Rights and the operation, maintenance and repair of the Tower Facilities; and installation, operation, maintenance, repair, upgrades, relocation (within the Land Space) and replacements of any necessary or desirable equipment and components thereto (e.g., antennas, transmitters, receivers, base stations, power supplies, cabling).

*LESSEE* may not use any of the Premises for any other purpose, and, except as otherwise set forth herein, may not make use of the Property beyond the boundaries of the Land Space, Road/Utility Area and Ancillary Area for any purpose, without prior written notice to and the prior written consent of the *LESSOR*, which consent shall not be unreasonably withheld, delayed or conditioned.

8. Compliance with Laws.

*LESSEE* shall comply with all applicable laws in its use of the Premises.

9. *LESSEE's* Termination Right.

In the event that *LESSEE* determines, in its sole discretion, that the Premises is no longer technically compatible for its use, or that the Premises is obsolete or its use unnecessary, then *LESSEE* shall have the right to terminate this Agreement prior to the expiration of the Term. Notice of *LESSEE's* exercise of its right to terminate shall be given to *LESSOR* in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by *LESSOR* or refusal as shown on the receipt obtained or such later date if specified in such notice.

10. Taxes.

*LESSOR* is a Wisconsin county under Ch. 59 Wis. Stats. Its real and personal property is generally exempt from taxation. The Property (including existing improvements) is currently exempt from taxation consistent with Sec. 70.11(2) Wis. Stats.

*LESSEE* shall have the responsibility to timely pay any personal property taxes, real estate taxes, assessments, or charges levied and owed as a result of *LESSEE*'s use of the Premises. For as long as the original *LESSOR* remains owner of the Property, if the Premises and/or the Tower Facilities are not separately assessed from the remainder of the Property, *LESSEE* shall have the responsibility for the tax bills or assessments levied on the Property unless *LESSEE* demonstrates such is the result of *LESSOR*'s use of the Property or as a result of another user of the Property by through or under *LESSOR*.

*LESSEE* is responsible for any sales and use taxes imposed as a result of *LESSEE*'s purchase and use of the Tower Facilities.

*LESSEE* is responsible for any franchise or similar tax as a result of *LESSEE*'S use of the Tower Facilities.

*LESSEE* shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which *LESSEE* is wholly or partly responsible for payment. *LESSOR* shall reasonably cooperate with *LESSEE*, at *LESSEE*'s expense, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that *LESSEE* lacks standing to pursue a good faith and reasonable dispute of any taxes under this Paragraph, *LESSOR* will pursue such dispute at *LESSEE*'s sole cost and expense upon written request of *LESSEE*.

11. Indemnification.

Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

12. Insurance.

*LESSOR* and *LESSEE* each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. *LESSOR* and *LESSEE* each agree that it will include the other Party as an additional insured. Each Party shall provide the other certificates evidencing such insurance coverage and additional insured endorsement(s). *LESSOR* agrees that *LESSEE* may satisfy these insurance requirements through self-insurance and/or excess liability insurance.

Nothing herein is intended or may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the *LESSOR* or *LESSEE*.

13. Signal Interference.

Lessor and Lessee mutually agree not to interfere with the operation of or cause signal interference with the other's communication equipment due to the operation of communication equipment or electrical interference, whether initially installed hereunder or at some future date, which is reasonably designed and installed to operate without interference from each other's equipment. Prior to the installation of any equipment by Lessor or Lessee, they shall provide each other for review of possible signal interference, with complete equipment specifications, including but not limited to antennas, dishes, cables, receivers and transmitters and frequencies thereof and all appurtenant equipment, the location of all equipment on the Tower and the location of electrical facilities and communication equipment in Lessee's Lease Area. In the event Lessor or Lessee causes signal interference with the other's communication equipment, and upon receipt of written notice of such interference from the other Party, the interfering Party will promptly (within 48 hours) take all steps necessary to correct and eliminate same at its cost, including but not limited to, at the interfering Party's option, powering down such equipment and later powering up such equipment for intermittent testing. If Lessor's equipment is at fault and Lessor is unable to eliminate the interference, even with replacement of equipment, Lessor, at its election may remove its equipment from the Tower and its Buildings without terminating this Lease. If Lessee's equipment is at fault and Lessee, after reasonable due diligence, is unable to eliminate the interference, either Party may terminate this Lease at its sole discretion or may take any other reasonable steps to eliminate the interference. In addition, Lessor shall not be responsible for reimbursing Lessee for any costs as a result of such termination or interference. During such time that either Party's equipment is shut down hereunder, all other Lease obligations remain in full force and effect. In the event the equipment of another lessee located on the Tower is at fault, the faulty equipment shall immediately be shut down upon receipt of notice of such interference from Lessor or Lessee. If such equipment is reasonably designed and installed to operate without interference from each other's equipment and after due diligence is unable to eliminate the interference, Lessor shall immediately notify such lessee that it shall not be permitted to continue its operations until the faulty or interfering equipment is replaced and such replacement equipment does not cause interference with Lessor's or Lessee's equipment.

Lessor agrees that any new lessee who may install equipment on the Tower subsequent to the Effective Date may be permitted to install only such equipment of the type and frequency which will not cause material interference to Lessor's or Lessee's operations. In the event that such new lessee's equipment causes interference, Lessor will cause the new lessee to comply with the more stringent of: 1) any and all FCC regulations prohibiting interference with public safety communications; or 2) any and all steps to correct or eliminate said interference as specified herein.

In the event that Lessor leases other portions of the Tower or Compound to parties subsequent to the Effective Date of this Lease, Lessor shall include a non-interference clause similar to the foregoing in any and all subsequent agreements.

14. Removal at End Of Term.

*LESSEE* shall, within ninety (90) days after either expiration of the Term or any earlier termination of this Agreement, remove the Tower Facilities (except footings or piers, which must be cut-off a minimum of twelve (12) inches below grade and covered with clean fill) and all personal property from the Premises, and grade and level the site if and as needed.

If the *LESSEE* fails to do so, *LESSOR* may, at *LESSOR's* discretion, hire an outside company to carry out the work at *LESSEE's* sole cost and expense. Payment shall be due and payable by the *LESSEE* upon invoice therefore from *LESSOR*.

It is acknowledged and agreed, by and between the Parties, that the Tower Facilities are and shall remain the property of *LESSEE*, and *LESSEE* has the right to remove (subject to the preceding two (2) paragraphs) the same at any time during the Term, whether or not said items are considered fixtures, improvements or otherwise attachments to real property under applicable laws.

15. Holdover.

*LESSEE* has no right to retain possession of the Premises or any part thereof beyond the expiration of the removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and *LESSEE* holds over in violation of Paragraph 14 and this Paragraph 15, then such will be deemed a month-month tenancy terminable by either Party upon thirty (30) days' notice, *LESSEE* shall pay *LESSOR* a hold-over rental rate of five thousand dollars (\$5,000.<sup>00</sup>) per month, and will otherwise be subject to the terms of this Agreement

16. Rights Upon Sale.

Should *LESSOR*, at any time during the Term decide to sell or transfer all or any part of the Property, such sale or transfer of interest therein shall be subject to this Agreement and any such purchaser or transferee shall recognize *LESSEE's* rights under this Agreement.

17. Quiet Enjoyment.

*LESSOR* covenants that *LESSEE*, subject to its compliance with the terms and conditions of this Agreement, shall peaceably and quietly have, hold and enjoy the Land Space and Appurtenant Rights.

*LESSEE* may do whatever is reasonably necessary in order to enjoy fully the purposes for which the Land Space is leased and Appurtenant Rights are granted as long as *LESSEE* does not place any undue burden on the Property or unreasonably interfere with *LESSOR'S* or other lessees' use of the Property.

18. Title.

*LESSOR* represents and warrants to *LESSEE* as of the Effective Date, and covenants during the Term, that *LESSOR* is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. *LESSOR* further covenants during the Term that there are no liens, judgments, leases or impediments of title on the Premises, or affecting *LESSOR's* title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by *LESSEE* as set forth above.

19. Integration.

It is agreed and understood that this Agreement and the Transfer Documents contain all agreements, promises and understandings between *LESSOR* and *LESSEE* with respect to their subject matter and that no verbal or oral agreements, promises or understandings shall be binding upon either *LESSOR* or *LESSEE* in any dispute, controversy or proceeding at law with respect to the Property, the Premises, the Appurtenant Rights, the Tower Facilities, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. This Agreement and the Transfer Documents supersede all prior negotiations, agreements and undertakings between the Parties with respect to the subject matter hereof, including, without limitation, the RFP and *LESSEE's* response thereto.

The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. Assignment/Sale/Transfer.

This Agreement may not be sold, assigned or transferred by the *LESSEE* to a third party without the prior written approval or consent of the *LESSOR*. Such written approval or consent shall not be unreasonably withheld, conditioned or delayed. Any proposed assignment/sale/transfer to a third party must, at a minimum, include the assignee's/buyer's/transferee's agreement that it will honor all of the terms of this Agreement, fulfill *LESSEE's* obligations under this Agreement, and promptly cure any and all then-existing *LESSEE* defaults under this Agreement. Unless otherwise agreed in writing, in the event of an assignment, transfer or sale of this Agreement by *LESSEE* to a third party, *LESSEE* shall not be released from its obligations to *LESSOR* under this Agreement, and *LESSOR* shall have the right to look to *LESSEE* and the third party, jointly and severally, for the full performance of this Agreement.

Notwithstanding the foregoing, for purposes of this provision, none of the following shall be deemed an assignment of *LESSEE's* interest in this Agreement requiring prior written notice or consent: (1) the merger or consolidation of *LESSEE* with or into another entity, whether or not *LESSEE* is the surviving entity; (2) a transfer, issuance, or dilution of

greater than fifty percent (50%) of the ownership or beneficial interests (whether stock, partnership interest, membership interest, or otherwise) in *LESSEE*, either in a single transaction or a series of transactions; (3) the conversion of *LESSEE* into another type of entity; (4) the reorganization or restructuring of *LESSEE*, including, without limitation, by a spin-off or split-off; and (5) the transfer of this Agreement to an affiliate, subsidiary, or parent of, or an entity otherwise related to, *LESSEE*. Any successor of *LESSEE* (as described in (1) – (5) above) must agree that it will honor all of the terms of this Agreement, fulfill *LESSEE's* obligations under this Agreement, and promptly cure any and all then-existing *LESSEE* defaults under this Agreement.

*LESSEE* cannot, without the prior written consent of the *LESSOR*, sublet its rights under this Agreement. Such consent shall not be unreasonably withheld, delayed or conditioned.

21. Notices.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County of Door  
Attn: Corporation Counsel  
421 Nebraska Street  
Sturgeon Bay, WI 54235

LESSEE: Wisconsin Public Service Corporation  
Attention: Real Estate  
P.O. Box 19001  
Green Bay, WI 54307-9001

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. Successors.

This Agreement shall extend to and bind the authorized successors and permitted assigns of the Parties hereto.

23. Recording.

*LESSEE* may, at *LESSEE's* expense, record this Agreement (or a memorandum of lease) with the Door County Register of Deeds. *LESSOR* hereby approves the form of memorandum of lease attached hereto as *Exhibit E*. If *LESSEE* does so, *LESSEE* will also record a notice of termination for the lease within forty five (45) days of this Agreement's termination.

24. Default.

In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the other Party written notice of such breach. After receipt of such written notice, the alleged breaching Party shall have thirty (30) days in which to cure any breach, provided the alleged breaching Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

25. Remedies.

In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may at its option (but without obligation to do so): (a) perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies; or (b) terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other. If either Party so performs any of the others obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the defaulting Party to the performing Party, and the defaulting Party shall pay to the performing Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of a) ten percent (10%) per annum, or b) the highest rate permitted by applicable laws. Notwithstanding the foregoing, if the defaulting Party does not pay the performing Party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from the defaulting Party, the performing Party may pursue available legal or equitable remedies to collect the full undisputed amount.

26. Environmental.

*LESSOR* will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now, previously or in the future conducted in, on, or in any way related to the Property, except to the extent such conditions or concerns are caused or exacerbated by *LESSEE's*, its agents', invitees' or subtenants' negligence or willful misconduct at the Premises, in which case *LESSEE* will then be responsible and liable to the extent of its fault.

Each Party shall defend, hold the other Party harmless and indemnify the other Party from and assume all duties, responsibility and liability at their sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (collectively, "Claims") to the extent caused by such Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such non-compliance results from conditions caused by the other Party. Further, and independent of the foregoing, *LESSOR* shall, defend, hold harmless and indemnify *LESSEE* for any environmental or industrial hygiene conditions, whether known or unknown, existing on the Property as of the Effective Date (including, without limitation, any underground storage tanks), except to the extent such environmental conditions are caused or exacerbated by *LESSEE*'s, its agents', invitees' or subtenants' negligence, willful misconduct or failure to comply with applicable laws.

27. Casualty.

In the event of damage by fire or other casualty to *LESSEE*'s facilities that cannot reasonably be expected to be repaired within ninety (90) days following same or, if *LESSEE*'s facilities are damaged by fire or other casualty so that such damage may reasonably be expected to disrupt *LESSEE*'s operations at the Premises for more than ninety (90) days, then *LESSEE* may, at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days prior written notice to *LESSOR*. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement.

28. Submission of Agreement/Partial Invalidity/Authority.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties.

In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. Governing Law/Venue.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State and County in which the Property is located.

The Parties submit to the jurisdiction of the State of Wisconsin, and federal courts for or in, Door County, Wisconsin, and agree that any legal action or proceeding relating to this Agreement may be brought in those courts.

30. Survival.

The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. Captions.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals on the dates below, intending this Agreement to be effective as of the Effective Date.

**LESSOR:**

**COUNTY OF DOOR**

By: \_\_\_\_\_  
David Lienau, Chairperson  
Door County Board of Supervisors

Date: \_\_\_\_\_

**LESSEE:**

**WISCONSIN PUBLIC SERVICE  
CORPORATION**

**By: WEC Business Services LLC its affiliate  
and agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**DOOR COUNTY**

**Resolution No. 2018-17**

**COUNTY SNOWMOBILE TRAIL AID,  
2018-19 SNOW SEASON**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

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**WHEREAS**, Door County is interested in the development and maintenance of snowmobile trails and related facilities for public snowmobile purposes; and

**WHEREAS**, Aid to counties for snowmobile purposes is available under Section 23.09(26), Wisconsin Statutes.

**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does hereby approve the application for funds under Section 23.09(26), Wisconsin Statutes, for aid to counties for snowmobile purposes.

**BE IT FURTHER RESOLVED**, that the Door County Facilities and Parks Director or their designee, subject to the oversight of the Door County Airport and Parks Committee, is hereby authorized to act on behalf of Door County and; a) apply (to the State of Wisconsin, Department of Natural Resources and/or any other source) for aid under Section 23.09(26), Wisconsin Statutes; b). negotiate; c) execute documents; and take all actions necessary to receive the aid and undertake and complete funded projects.

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

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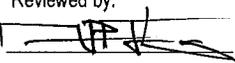
Motion to Approve      Adopted

1st Austad      Defeated

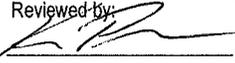
2nd Virlee

Yes: 19      No: 0      Exc: 2

Reviewed by:

 , Corp. Counsel

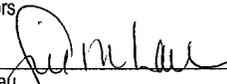
Reviewed by:

 , Administrator

**FISCAL IMPACT:** Snowmobile trail grant funds are utilized up to the amount of the grant received. There should be no fiscal impact. MEJ

**Certification:**

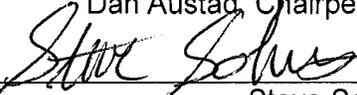
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors



Jill M. Lau  
County Clerk, Door County

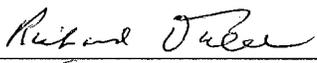
**SUBMITTED BY: AIRPORT & PARKS COMMITTEE**

 Dan Austad, Chairperson

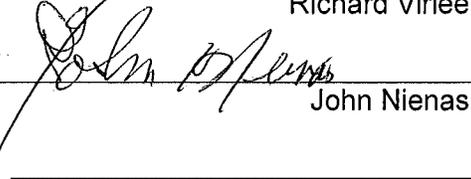
 Steve Sohns

 Kathy Schultz

 Laura Vlies Wotacheck

 Richard Virlee

 John Nienas

 Don Sitte



**DOOR COUNTY**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON			X
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
MOELLER	X		
NEINAS	X		
ROBILLARD	X		
SCHULTZ	X		
SITTE			X
SOHNS	X		
VIRLEE	X		
VLIES WOTACHEK		X	
WAIT	X		
	18	1	2

**BOARD ACTION**

Vote Required: Two Thirds of Entire Membership

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Motion to Approve      Adopted

1st Schultz      Defeated

2nd Enigl

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: Corp. Counsel

Reviewed by: Administrator

**FISCAL IMPACT:** Since this is not a loan (no interest will be charged), the \$365,000.00 will be considered as an advance to the Cana Island Restoration Fund. If approved, the available balance in the Unassigned Fund Balance (before close-out of 2017 operations) will be \$10,545,662.22 after this advance. MEJ

**Certification:**  
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27<sup>th</sup> day of March, 2018 by the Door County Board of Supervisors.

Jill M. Lau  
County Clerk, Door County

**Resolution No. 2018-18**  
**CANA ISLAND PRESERVATION-REHABILITATION-  
 RESTORATION PROJECT**  
**AUTHORIZATION TO PROCEED WITH PHASE III**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

1        **WHEREAS**, This Project has been the subject of myriad resolutions,  
 2 including Resolution No. 2013-38 (adopted 05-28-2013); Resolution No. 2013-39  
 3 (adopted 05-28-2013); Resolution No. 2013-59 (adopted 09-26-2013); Resolution  
 4 No. 2013-62 (adopted 10-22-2013); Resolution No. 2014-03 (adopted 01-28-  
 5 2014); Resolution No. 2014-60 (adopted 06-24-2014); and Resolution No. 2016-  
 6 38 (adopted 05-24-2016); Resolution No. 2017-33 (adopted 04-18-17); &  
 7 Resolution No. 2017-47 (adopted 07-25-17) *and*

8        **WHEREAS**, Phase I and Phase II of this Project, authorized by Resolution  
 9 No.'s 2014-60 & 2016-38 *and* 2017-33 & 2017-47, have been completed; *and*

10        **WHEREAS**, The Airport & Parks Committee, at its March 13, 2018 meeting,  
 11 recommended: 1) That Phase III (as described in *Addendum A*, attached hereto  
 12 and incorporated herein by reference as if fully set forth) of this Project proceed;  
 13 2) That up to \$75,000.00 be transferred from the Cana Island Preservation  
 14 Reserve Fund (Account #100.32133) to the Cana Island Restoration Fund  
 15 (Account #213.66.49110.100); and 3) Door County advance up to \$365,000 from  
 16 the Unassigned Fund Balance to cover the shortfall, with the understanding that  
 17 the funds advanced will be reimbursed, within four (4) years, from the Cana Island  
 18 Preservation Reserve Fund (Account #100.32133); *and*

19        **WHEREAS**, The Finance Committee, at its March 19, 2018, meeting,  
 20 accepted the Airport & Parks Committee's recommendations and approved,  
 21 consistent with §65.90, Wis. Stats. and Rule of Order #19, the transfer of up to  
 22 \$365,000.00 from the Unassigned Fund Balance (Account #100.33101) to the  
 23 Cana Island Restoration Fund (Account #213.66.49110.100) to cover the shortfall  
 24 for Phase III of this Project, subject to reimbursement by the DCMM as described  
 25 above.

26        **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of  
 27 Supervisors does hereby authorize Phase III of this Project to proceed.

28        **BE IT FURTHER RESOLVED**, That the transfer of up to \$75,000.00 from the  
 29 Cana Island Preservation Reserve Fund (Account #100.32133) to the Cana Island  
 30 Restoration Fund (Account #213.66.49110.100) and that a transfer of up to  
 31 \$365,000.00 from the Unassigned Fund Balance (Account #100.33101) to the  
 32 Cana Island Restoration Fund (Account #213.66.49110.100) for Phase III of this  
 33 Project is hereby approved.

34        **BE IT FURTHER RESOLVED**, That Phase III of this Project will be  
 35 administered by the Facilities & Parks Director, and subject to the general oversight  
 36 of the Airport & Parks Committee.

**SUBMITTED BY: FINANCE COMMITTEE**

 Kathy Schultz, Chairman	 Ken Fisher
 David Englebert	 Susan Kohout
 Roy Englebert	 Mark Moeller
 David Enigl	

## **Addendum A**

Cana Island Phases remaining phases are defined as:

### **Phase III**

1. Construction of a garage by the main parking lot to be used for storage. It would be the size of a two stall garage.
2. Design of a new Interpretative Center which would be on the island. It is estimated the building would be approximately 1800-2000 square feet.
3. Construction of the new Interpretative Center.
4. Final assessment of the light keeper's house which would include the preparation of construction documents that could be used for bidding.

### **Phase IV:**

1. Restoration of light keeper's house.
2. Restoration of the landscaping around the house.



**DOOR COUNTY**

**Resolution No. 2018-19**

**APPROPRIATIONS FOR BREAKWATER REPAIRS  
GEORGE K. PINNEY COUNTY PARK**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**

Vote Required: Two-thirds of Entire Membership

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Motion to Approve      Adopted

1st Schultz      Defeated

2nd Virlee

Yes: 19      No: 0      Exc: 2

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

**FISCAL IMPACT:** The Boat Launch Reserve has a present balance of \$342,485.64; if this resolution is approved, the balance would decrease to \$318,122.64. MEJ

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors.

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

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**WHEREAS**, Pursuant to § 65.90(5)(a), Wis. Stats. and Rules of Order #19 the amounts of the various appropriations and the purposes for such appropriations stated in a budget required may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors.

**WHEREAS**, A comprehensive engineering study of the breakwater revealed defects and the need to expedite structural repairs to mitigate damage; and

**WHEREAS**, Bids have been solicited and received for breakwater repairs, and the Airport and Parks Committee recommends proceeding with such repairs at a cost not to exceed \$27,000; and

**WHEREAS**, By adoption of Resolution 2018-02, the County Board authorized acceptance of \$2,627.00 from the Wisconsin DNR's County Conservation Aids Program for breakwater repairs; and

**WHEREAS**, The need for breakwater repairs was not anticipated, and no funds were appropriated for this purpose, in 2018; and

**WHEREAS**, It is recommended that \$24,363 be transferred from the Boat Launch Fee account [#100.32115] to the George K. Pinney Breakwater Repair expense line within the Parks budget, account [#100.34.5202.69906.6749] for breakwater repairs. The balance of the cost to be paid for from the awarded Wisconsin DNR's County Conservation Aids Program Grant.

**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does hereby approve the transfer of \$24,363 from the Boat Launch Fee account [#100.32115] to the George K. Pinney Break Water Repair expense line within Parks budget, account, [#100.34.5202.69906.6749] for breakwater repairs.

**SUBMITTED BY: Finance Committee**

[Signature]      [Signature]  
Kathy Schultz, Chairperson      Ken Fisher

[Signature]      [Signature]  
David Englebert      Susan Kohout

[Signature]      [Signature]  
Roy Englebert      Mark Moeller

[Signature]      \_\_\_\_\_  
David Enigl



**DOOR COUNTY**

**Resolution No. 2018-20**

**TRANSFER OF NON-BUDGETED FUNDS  
PURCHASE AND INSTALLATION OF NORTHPOINT SUITE COMPAS CORE  
SOFTWARE FOR DOOR COUNTY OPERATION FRESH START PROGRAM**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

**BOARD ACTION**

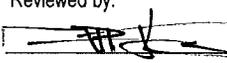
Vote Required: Two Thirds of Entire Membership

Motion to Approve  Adopted  Defeated

1st Vlies Wotachek

2nd Lundahl

Yes: 19 No: 0 Exc: 2

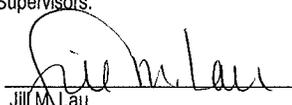
Reviewed by:  Corp. Counsel

Reviewed by:  Administrator

**FISCAL IMPACT:** Prior to this requested transfer, the unaudited available balance in the Inmate Trust Account Fund-Reserve for Subsequent Years' Expenditures account is \$138,652.69. If this transfer is approved, that available balance would decrease to \$120,117.69. MEJ

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors.

  
Jill M. Lau  
County Clerk, Door County

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

5  
6 **WHEREAS**, During the planning and implementation process of the jails Operation  
7 Fresh Start Program, an area of need was identified by Operation Fresh Start Committee;  
8 and

9  
10 **WHEREAS**, Jail Lieutenant, along with County Judges, and District Attorneys, have  
11 developed a Pre-Trial Release Program targeted for implementation in mid-2018; and

12  
13 **WHEREAS**, The program offers the courts a better way to evaluate and monitor  
14 individuals during the pre-trial process in addition to reducing jail expenses; and

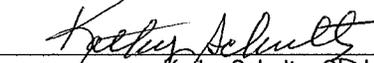
15  
16 **WHEREAS**, The program requires a Pre-Trial Risk Assessment be conducted on all  
17 inmates at jail intake. The recommendation is to utilize the Northpoint Suite Pre-Trial  
18 Assessment tool to give an objective, validated and expandable product to meet the initial  
19 needs, along with any future expansion of the program if needed; and

20  
21 **WHEREAS**, The initial startup cost for the software, implementation, licenses, training  
22 and support, would be \$18,535.00; and

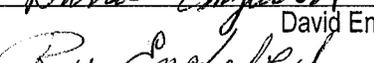
23  
24 **WHEREAS**, The Finance Committee is recommending that an amount not to exceed  
25 \$18,535.00 be transferred from the Inmate Trust Account Fund-Reserve for Subsequent  
26 Years' Expenditures account (#505.33104) to the Operation Fresh Start account  
27 (#505.57.2130.52866) to cover the estimated cost to purchase and install the Northpoint  
28 Suite Pre-Trial Assessment software;

29  
30 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors  
31 does hereby approve an amount not to exceed \$18,535.00 be transferred from the Inmate  
32 Trust Account Fund-Reserve for Subsequent Years' Expenditures account (#505.33104) to  
33 the Operation Fresh Start account (#505.57.2130.52866) to cover the estimated cost to  
34 purchase and install the Northpoint Suite Pre-Trial Assessment software.

**SUBMITTED BY: Finance Committee**

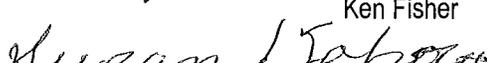
  
Kathy Schultz, Chairperson

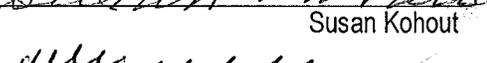
  
David Englebert

  
Roy Englebert

  
David Enigl

  
Ken Fisher

  
Susan Kohout

  
Mark Moeller



**DOOR COUNTY**

**Resolution No. 2018-21**

**RESOLUTION DISSOLVING THE COMMUNITY JUSTICE COALITION AND ESTABLISHING A DOOR COUNTY CRIMINAL JUSTICE COLLABORATING COUNCIL**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

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

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

---

Motion to Approve Adopted

1st Koch Defeated

2nd Schultz

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

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

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors.

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

1           **WHEREAS**, There currently exists a Community Justice Coalition, established by  
2 Resolution No. 38-02 (see attached); that said coalition has not met formally in many years and  
3 is, in essence, defunct; and

4           **WHEREAS**, In order to provide a coordinated leadership necessary to establish and foster  
5 innovative and effective corrections programs for adult and juvenile offenders and to effectively  
6 qualify for state and federal grants to fund such programs, a Door County Criminal Justice  
7 Collaborating Council should be established; and

8           **WHEREAS**, The principal mission of the Door County Criminal Justice Collaborating  
9 Council will be to enhance public safety in Door County through community collaboration by  
10 ensuring offender accountability, providing effective rehabilitation programs and supporting the  
11 rights and needs of victims; and

12           **WHEREAS**, The initial membership of the Door County Criminal Justice Collaborating  
13 Council shall consist of at least a circuit court judge, the district attorney or his or her designee,  
14 the state public defender or his or her designee, a local law enforcement official, a representative  
15 of the county, a representative of each other county agency responsible for providing social  
16 services, including services relating to child welfare, mental health, and the Wisconsin Works  
17 program, representatives of the departments of corrections and health and family services, a  
18 representative from private social services agencies, a representative of substance abuse  
19 treatment providers, and other members to be determined by the county.

20           **WHEREAS**, The Door County Criminal Justice Collaborating Council will have the  
21 authority to establish and appoint members to committees, subcommittees and ad hoc  
22 committees as provided in its by-laws; and

23           **WHEREAS**, The Door County Criminal Justice Collaborating Council will have such other  
24 authority as granted by its by-laws; and

25           **WHEREAS**, The Door County Criminal Justice Collaborating Council shall report to the  
26 Door County Board of Supervisors as required.

27           **NOW, THEREFORE BE IT RESOLVED**, By the Door County Board of Supervisors that it  
28 hereby dissolves the Community Justice Coalition and establishes the Door County Criminal  
29 Justice Collaborating Council with the mission and initial membership as described above, to  
30 operate pursuant to the by-laws attached to this resolution.

31           **BE IT FURTHER RESOLVED**, That the members of the Door County Criminal Justice  
32 Collaborating Council will serve without per diem or expense reimbursement.

SUBMITTED BY: ADMINISTRATIVE COMMITTEE

[Signature]  
David Lienau, Chairman

[Signature]  
Ken Fisher

[Signature]  
Dan Austad

\_\_\_\_\_  
Joel Gunnlaugsson

[Signature]  
John Neinas

[Signature]  
Kathy Schultz

[Signature]  
Richard Virlee

## **DOOR COUNTY CRIMINAL JUSTICE COLLABORATING COUNCIL**

### **BY-LAWS**

#### **Article I: Name**

The name of this Council shall be the Door County Criminal Justice Collaborating Council. It will be referred to as the Council throughout these by-laws.

#### **Article II: Creation**

The Council is created by resolution as adopted by the Door County Board of Supervisors.

#### **Article III: Mission**

The principal mission of the Council is to enhance public safety in Door County through community collaboration by ensuring offender accountability, providing rehabilitation programs and supporting the rights and needs of victims.

#### **Article IV: Structure**

##### **Section A: Membership:**

The voting members of the Council are:

- Circuit Court Judges for Door County
- County Administrator
- Chair - Law Enforcement Committee
- Sheriff
- Jail Administrator
- Chief of Police
- District Attorney
- State Public Defender
- Department of Corrections Field Supervisor
- Department of Human Services Director
- A representative of a substance abuse treatment provider selected by a majority of the voting members of the Council
- A representative from a private social services agency selected by a majority of the voting members of the Council

Additional members may be appointed as the Council deems appropriate. Council members may designate another competent person to represent him or her and vote at Council meetings.

Any member of the Council may recommend removal of any agency member whom he or she believes is no longer appropriate for membership. Lack of attendance by a member may be cause for removal from the Council. Removal of Council members, or their resignation, shall be submitted to the Chair and brought to a vote of the Council.

**Section B: Legal Authority of the Council:**

The Council acts in an advisory role and does not have direct authority over any aspect of the criminal justice system. Membership of the Council shall consist of individuals serving in authorized positions that do have direct authority and responsibility in their respective areas of public service.

**Section C: Committees:**

The Council may authorize the formation of Subcommittees and Ad Hoc Committees to deal with specific problems or issues. Standing Committees, Subcommittees and Ad Hoc Committees shall report their information and recommendations to the Council.

**Section D: Meetings:**

1. Meeting of the Council shall be set by the Council, the Chair, or upon petition by three members of the Council. Notice of Council, Subcommittees, and Ad Hoc Committee meeting times and locations shall be provided to all members and duly posted in compliance with open meetings statutes.
2. Minutes of the Council meetings shall be recorded and distributed to all members of the Council.
3. A quorum is a simple majority of the membership described in Section A.

**Article V: Officers**

**Section A: Officers**

The Council shall elect a Chair, Vice Chair, and Secretary. The Council shall elect at the first meeting of the year a Chair, Vice-Chair, and Secretary for a term of one year. The Chair, Vice Chair, and Secretary shall serve until the next election is held.

**Section B: Duties of Officers**

The chair shall preside at all meetings. The Vice-Chair shall preside in the absence of the Chair. The Secretary shall be responsible for preparation of minutes of meetings.

**Article VI: Change In By-Laws**

Proposed amendments to the by-laws are to be brought to the Council for approval. Any action in response to the proposed change in the by-laws taken by the Council shall become effective immediately.



**DOOR COUNTY**

**Resolution No. 2018-22**

**Approve Fiber Lateral Agreement with  
Lawrence University**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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

*Vote Voted*

1       **WHEREAS**, Generally, any contract with a term in excess of three (3)  
2 years requires approval by the Door County Board of Supervisors ("County  
3 Board");

4  
5       **WHEREAS**, The County Board, by adoption of Resolution No. 2014-  
6 91 (November 12, 2014) and Resolution No. 2015-07 (on 01-27-2015)  
7 authorized the Fiber Optic Project ("Project") to move forward and  
8 appropriated funds for such;

9  
10       **WHEREAS**, The *Fiber Route Agreement and Maintenance*  
11 *Agreement* negotiated with Brown County C-LEC, LLC anticipated certain  
12 laterals off the fiber backbone (See: Resolution No. 2015-47, adopted 05-  
13 26-2015); and

14  
15       **WHEREAS**, It appears that public purposes and the public's interest  
16 will be served by Door County and Lawrence University working together  
17 cooperatively, as contemplated by the *Agreement for Lateral Extension of*  
18 *Fiber Optic Backbone* (attached hereto and incorporated herein by  
19 reference);

20  
21       **WHEREAS**, It is deemed appropriate for Door County to enter into the  
22 *Agreement for Lateral Extension of Fiber Optic Backbone* with Lawrence  
23 University.

24  
25       **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board  
26 of Supervisors does hereby approve the *Agreement for Lateral Extension*  
27 *of Fiber Optic Backbone* with Lawrence University.

28  
29       **BE IT FURTHER RESOLVED**, That the Technology Services  
30 Department, subject to the oversight of the Technology Services  
31 Committee, shall administer the *Agreement*.

**BOARD ACTION**  
Vote Required: Majority Vote of Total Membership

---

Motion to Approve        Adopted

1st Fisher                Defeated

2nd Schultz

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by: [Signature], Corp. Counsel

Reviewed by: [Signature], Administrator

**FISCAL IMPACT: At this point in time, there is no fiscal impact associated with the adoption of this resolution. MEJ**

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27<sup>th</sup> day of March, 2018 by the Door County Board of Supervisors.

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

**SUBMITTED BY:**

[Signature]  
David Lienau, Chairperson  
Door County Board of Supervisors

**AGREEMENT FOR LATERAL EXTENSION OF FIBER OPTIC BACKBONE**  
**[Lawrence University- Björklunden]**

This Agreement for Lateral Extension of Fiber Optic Backbone (“Agreement”) is made on March 27, 2018, by and between the County of Door (“County”), a body corporate and politic organized and existing under the laws of the State of Wisconsin, with its principal place of business at County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin 54235, and Lawrence University of Wisconsin (“Lawrence University”), an institution of higher education, with its principal place of business at 711 E. Boldt Way, Appleton, Wisconsin 54911.

**RECITALS**

- A. Brown County C-LEC, LLC (“Nsight”) has completed a build-out of optical fiber infrastructure (“fiber optic backbone”) in the approximate location shown on Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.
- B. Reliable high-speed networks (e.g., telecommunications and information technology) are critical to the changing needs of county government operations, with a specific emphasis on public safety, health, culture, recreation, education, convenience, and general welfare.
- C. Reliable high-speed networks (e.g., telecommunications and information technology) are needed by institutions of higher education, for the purpose of carrying out their mission (e.g., providing educational opportunities, teaching and learning, research, and fostering individual development).
- D. This Agreement represents cooperation between, promotes the wise use of resources by, and is of mutual benefit to each party.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Term/Automatic Renewal.

This Agreement commences on March 27, 2018 (the “Effective Date”) and expires on December 31, 2036 (the “initial term”). Thereafter, this Agreement will continue for consecutive five (5) year renewal terms (each a “renewal term”) unless either party provides to the other written notice of nonrenewal not less than one hundred and eighty (180) days prior to the end of the initial term or any renewal term. Nonrenewal shall not relieve a party of any obligation incurred hereunder prior to the effective date of termination.

2. Fiber Optic Backbone

Nsight has completed the construction of the fiber optic backbone referenced supra. This fiber optic backbone contains ninety six (96) fibers. County has the right to use six (6) fibers within this fiber optic backbone.

County has entered into a *Fiber Route Agreement, Indefeasible Right of Use Agreement and Maintenance Agreement* with Nsight. This Agreement is subject and subordinate to County’s agreements with Nsight.

There is no assurance of continuing performance by Nsight. In case of termination or an uncured event of default under the County’s agreements with Nsight, Lawrence University may endeavor to

negotiate and contract directly with Nsight for any of the services to be provided or privileges granted under the County's agreements with Nsight.

3. Lateral

The Lateral contemplated here consists of two (2) strands of fiber and will run from the fiber optic backbone to Björklunden (situated at 7590 Boynton Lane, Baileys Harbor, WI 54202) and back as shown on Exhibit B, attached hereto and incorporated herein by reference.

4. Construction and Connection of Lateral.

Lawrence University is responsible for the construction of the Lateral, connection of the Lateral to Björklunden facilities as it deems fit, and all related costs. All such work will be done consistent with prevailing telecommunications industry standards.

County will facilitate Nsight's performance of all necessary splicing (at the splice point, identified in Exhibit B) on, to, or from the fiber optic backbone to the Lateral. Lawrence University is responsible for all related costs. Splicing will be done consistent with prevailing telecommunications industry standards.

Lawrence University will provide the County timely written notice of commencement of construction and completion of the lateral. County will provide Lawrence University timely written notice of completion of the necessary splicing.

5. Ownership, Maintenance, Repair or Relocation of Lateral.

Lawrence University:

- a) will own the Lateral; and
- b) is solely responsible for any and all maintenance, repair or relocation of the Lateral.

All such maintenance, relocation or repair will be done consistent with prevailing telecommunications industry standards.

County will facilitate Nsight's performance of all necessary splicing (at the splice point, identified in Exhibit B) on, to, or from the fiber optic backbone to the Lateral. Lawrence University is responsible for all related costs. Splicing will be done consistent with prevailing telecommunications industry standards.

6. Grant of License

Lawrence University is granted by this Agreement, without the need for a separate grant of license, an indefeasible, non-exclusive license to use two (2) of the County's six (6) fibers within the fiber optic backbone for the purpose of: carrying out its mission, including providing educational opportunities, teaching and learning, research, and fostering individual development, and to provide telecommunication services (e.g., Internet access) to authorized on-site guests and visitors of Björklunden. Lawrence University shall not offer, resell, or otherwise provide telecommunications services to the general public or to any other public or private entity.

7. Services Available from County and Costs to Lawrence University

Lawrence University may avail itself of the following services:

- a) Internet Access/Connectivity
- b) Transport to other entities
- c) Redundant/Offsite/Remote Datacenters
- d) Telephony
- e) Filtration/Antivirus/Firewalling

- f) Compute/Server Resources
- g) Storage
- h) Backups
- i) Other?

Lawrence University will be charged, on a pro-rata or proportional basis, only for such services it uses. The charge will include the actual / direct costs plus a reasonable administrative fee.

The cost to Lawrence University of such services will be determined by the County and disclosed to Lawrence University in advance.

8. Insurance.

During the full term of this Agreement, at its sole cost and expense, each party shall maintain a policy of comprehensive general liability insurance as follows: 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 the insured under this Agreement.

Each party shall be named an additional insured under the other's policy. Each party shall provide the other a certificate of insurance evidencing such insurance coverage and additional insured endorsement.

Each party's indemnification liability to the other is not limited by the limits of any insurance coverage.

9. Indemnity.

Subject to the immunities, privileges, and limitations on damages afforded the parties, including those under Sec. 893.80 Wis. Stats., each party agrees to indemnify, defend, protect and save and hold each other (including its directors, officers, agents, representatives and employees) harmless from and against any claim, damage, loss or damage to any property or facilities arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the indemnifying party, its directors, officers, employees, servants, contractors or agents in connection with the exercise of its rights and obligations under this Agreement.

10. Default and Remedies.

A party shall be in default if it fails to perform any of its obligations under this Agreement, and such failure continues for a period of thirty days after notice from the other party. The foregoing notwithstanding, no cure period shall be afforded for any default based on a failure to maintain required insurance under paragraph 7 above.

11. Relationship of Parties.

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 Lawrence University.

12. Force Majeure.

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, provided, however, that relief under this paragraph shall not extend beyond a period of 30 days irrespective of the cause of the failure to perform.

13. Waiver.

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

14. Good Faith Performance.

The parties shall exercise good faith and make reasonable efforts to fulfill the intent and purposes of this Agreement.

15. Severability.

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, provision, or 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. Contacts

The primary contacts, for purposes of administration of this Agreement are:

*County:*

Jason Rouer, Director - Technology Services Department  
County Government Center, 421 Nebraska Street, Sturgeon Bay, WI 54235  
920.746.5983  
jrouer@co.door.wi.us

*Lawrence University:*

Steven M. Armstrong, Director of Technology Services  
711 E. Boldt Way, Appleton, WI 54911  
920.832.6769  
steven.m.armstrong@lawrence.edu

17. Notices.

Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

*County:*

Attention: County Administrator  
County Government Center  
421 Nebraska Street, Sturgeon Bay, Wisconsin 54235

*Lawrence University:*

Attention:

Vice President-Finance and Administration  
711 E. Boldt Way, Appleton, WI 54911

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery. The foregoing addresses shall be presumed to be valid until notice of a different address for notice is given according to the provisions of his paragraph.

18. Assignment.

Neither party may assign any of their rights or obligations under this Agreement in whole or part without the prior written consent of the other party. Such consent will not be unreasonably withheld.

19. Entire Agreement.

This Agreement sets forth the entire understanding of the parties in regard to the subject matter hereof. No modification or addition of this Agreement shall be effective unless it is reduced to writing and executed by County and Lawrence University.

20. Interpretation.

This Agreement shall not be subject to the rule of interpretation construing ambiguities against the drafter, this Agreement being the product of the negotiation and drafting by attorneys for both parties.

21. Headings.

Headings in this Agreement are for reference only and are not to be considered substantial provisions.

22. Authorization.

Each person signing this Agreement represents and warrants to the other party that he/she has been duly authorized by all necessary action to execute and deliver this Agreement and bind the party for which they purport to sign to the terms of this Agreement.

23. Counterparts and Signatures.

This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Agreement for Lateral Extension of Fiber Optic Backbone to be executed effective on the day and year first written above.

**LAWRENCE UNIVERSITY**

By: \_\_\_\_\_  
Christopher Lee, Vice President-Finance and Administration

Sworn and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

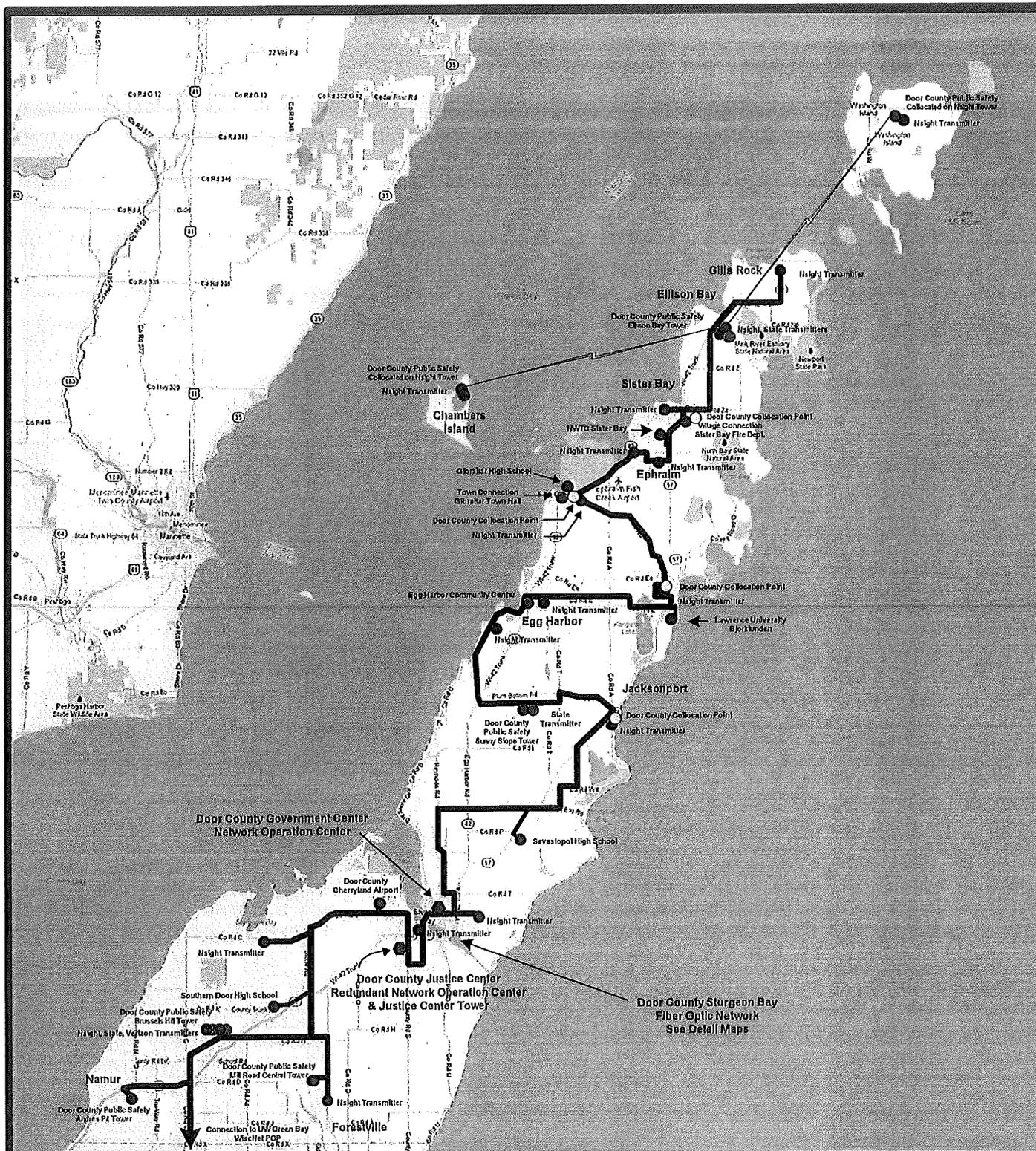
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My commission is permanent / expires \_\_\_\_\_.

**COUNTY OF DOOR**

By: \_\_\_\_\_  
Kenneth Pabich, Door County Administrator

Sworn and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My commission is permanent / expires \_\_\_\_\_.

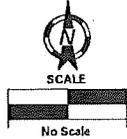


# County of Door Fiber Optic Utility Inter-Governmental Connectivity

- Door County Data Center
- Door County Public Safety Transmitter
- Community Connections
- Door County Collocation Point
- Educational Connections
- Main Fiber Optic Artery
- Connecting Arteries
- State Patrol Transmitter
- Verizon Transmitter
- Nsight Transmitter



<b>DATE CREATED</b>	3/31/2018
<b>PREVIOUS RELEASES</b>	3/28/2017 4/31/2015 10/15/2014 09/18/2014 01/16/2013 11/28/2012



ALL DOCUMENTS SUBJECT TO  
WISCONSIN  
PUBLIC RECORDS LAW  
Wis. Stat.  
§ 19.31  
19.39  
CHAPTERS  
GENERAL DUTIES OF PUBLIC OFFICIALS  
SUBCHAPTER II  
PUBLIC RECORDS AND PROPERTY

**ACCESS ENGINEERING, LLC**  
Communications Consulting, Design, and Installation  
4933 Allen Road, Little Saumico, WI 54141  
Phone (920) 826-4600 Fax (920) 862-6710  
www.access-engineering.com

