AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance to the Flag
3. Roll Call by County Clerk
4. Presentation of Agenda
5. Resolution 2017-01 - Appointment to Fill Vacancy in Supervisory District 9
   - Administration of Oath of Office by County Clerk Jill Lau
6. Recognition - Presentation of Years of Service Plaque to Carl Waterstreet
7. Correspondence
8. Public Comment
9. Supervisors Response
10. Administrator’s Monthly Report
11. Minutes of December 27, 2016 Regular Meeting
12. Pending Business/Updates
13. Resolutions
   - 2017-02 Expression of Gratitude to Daniel and Jean Austad for Donated Courthouse Scale Model
   - 2017-03 Non-Commercial Hangar Site Lease Agreement – Randy Livsey – Bldg. No. 51
   - 2017-04 Transfer of Non-Budgeted Funds – Museum Repair Project
   - 2017-05 Committee Appointments
   - 2017-06 Human Services Resource Center/Central Ambulance Station Project – Authorization to Proceed to Phase III
   - 2017-07 Appointment of County Conservationist – Door County Soil & Water Conservation Department (to be handed out at meeting)
14. Ordinances
15. Special Reports
   - Presentation Ozone – National Ambient Air Quality Standard (“NAAQ’s”) Attainment/Non-Attainment by Arthur J. Harrington, Godrey & Kahn, S.C. – 10:30 a.m.
   - 2016 Delegation Visit to Jingdezhen, China [Door County’s Sister City]
16. New Business
17. Oral Committee Reports
18. Review Committee Minutes
19. Review Vouchers, Claims and Bills
20. Announcements
   - February 28, 2017 – 10:00 a.m.
21. Adjourn
Resolution No. 2017-01
APPOINTMENT TO FILL VACANCY IN SUPERVISORY DISTRICT 9

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, There is a vacancy on the Door County Board of Supervisors for District 9; and

WHEREAS, Appointment of a successor is to be made by the Door County Board Chairperson, with the approval of the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the appointment of Laura Vlies Wotachek as County Board Supervisor for District 9 for the term ending April 17, 2018.

SUBMITTED BY:

__________________________
Dave Lienau, Chairman
Door County Board of Supervisors

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 24th day of January, 2017 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
Call Meeting to Order
The December 27, 2016 meeting of the Door County Board of Supervisors was called to order at 10:11 a.m. by Chairman David Lienau.

Chairman Lienau led the Pledge of Allegiance to the Flag.

Roll Call by County Clerk
Roll call was taken – 19 County Board Members were present – Dan Austad, Helen Bacon, David Englebert, Roy Englebert, David Enigl, Ken Fisher, Joel Gunnlaugsson, Randy Halstead, Jon Koch, David Lienau, Megan Lundahl, Mark Moeller, John Neinas, Nancy Robillard, Kathy Schultz, Don Sitte, Steve Sohns, Richard Virlee, and Linda Wait. Susan Kohout was excused; District 9 seat is vacant.

Presentation of Agenda
Motion by Moeller, seconded by Bacon to approve the agenda. Motion carried by unanimous voice vote.

Correspondence
- Unassigned Fund Balance

Public Comment
No one from the public commented.

Supervisors Response
N/A.

Administrator’s Monthly Report
Update on the Status of BUG EMS Project
Administrator Pabich explained a draft agreement has been finalized in terms of square footage and requirements. Rough budget appears to be approximately $738,648. BUG will let drawings out for bid in January.

Minutes of October 25, 2016 Regular Meeting and November 15, 2016 Budget/Annual Meeting
Motion by Fisher, seconded by Sitte to approve the minutes of the October 25, 2016 regular meeting and the November 15, 2016 budget/annual meeting. Supervisor Sohns noted the under Public Comment in the October 25th minutes a sentence needs completion. Upon review Chairman Lienau noted the comment should include “Don also asked the county to make comment on a proposed mine in regards to water pollution in the bay”. Motion to approve as amended carried by unanimous voice vote.

Pending Business/Updates
No pending business or updates were presented.

Resolutions
2016-73 In Memoriam – Richard Haines
Chairman Lienau read the resolution aloud.

Motion by Lienau, seconded by Koch to approve Resolution 2016-73 – Recognition in honor of the achievements Dick attained during his tenure as a County Board Supervisor.
Motion carried by unanimous voice vote.

**2016-74 Purchase of Truck Chassis, Dump Body and Snow Equipment – Highway Department**

Motion by Neinas, seconded by Fisher to approve Resolution 2016-74 – Authorization for the Door County Highway Committee to purchase two new Truck Chassis from Truck Country for a price of $219,498 and the purchase of the truck dump bodies and snow equipment from Monroe Truck Equipment for a price of $224,388.

Motion carried by roll call vote with all 19 Members voting Yes; 1 Member excused; 1 District vacant.

**2016-75 Purchase Rubber Tired Loader – Highway Department**

Motion by Neinas, seconded by Gunnlaugsson to approve Resolution 2016-75 – Authorization for the Door County Highway Committee to purchase one new Rubber Tired Loader from Aring Equipment Company for a price of $195,991.

Supervisor Neinas explained the purchases have been budgeted and the purchase must have county board approval per rules.

Motion carried by roll call vote with all 19 Members voting Yes; 1 Member excused; 1 District vacant.

**2016-76 Radio System Maintenance Contract with Bay Electronics, Inc.**

Motion by Enigl, seconded by Sitte to approve Resolution 2016-76 – Approval of the five year Radio System Maintenance Contract with Bay Electronics, Inc.

Supervisor Enigl explained the county is currently under a time and materials contract. This resolution moves the county to a 5-year contract. The contract covers 365 days/year, 24 hours/day. Supervisor Sitte noted moving to a 5-year contract guarantees 24/7 coverage and a person to respond to emergencies.

Motion carried by roll call vote with all 19 Members voting Yes; 1 Member excused; 1 District vacant.

**2016-77 Committee Appointments**

Motion by Fisher, seconded by Sohns to approve Resolution 2016-77 – Confirmation of the appointments of James F. Heise, MD to the Board of Heath (term ends December 2019); Mark Moeller, Nancy Robillard and Wayne Kudick to the Human Services Board (terms ending December 2019); to the Housing Authority, Mary Bink (term ends December 2019), Steve Kase (term ends December 2020), and Julie Dragseth (term ends December 2021); John G. Schlise to the Veterans Service Commission (term ends December 2019); and Jake Holtz, replacing Tom Olsen, to the Highway Safety Commission (term ends April 2017).

Administrator Pabich explained a number of committees have terms ending. Many of the recommended appointments are reappointments. The Housing Authority change is to stagger the term ending dates.

Motion carried by unanimous voice vote.

**Ordinances**

**Report Door County Shoreland Zoning Ordinance**

Motion by Fisher, seconded by Enigl to accept the report on the Door County Shoreland Zoning Ordinance.

Motion carried by unanimous voice vote.

**2016-16 Door County Shoreland Zoning Ordinance**

Motion by Fisher, seconded by Enigl to adopt Ordinance 2016-16
CC Thomas explained the State enacted significant changes in shoreland zoning. The DNR adopted standards they would like the counties to adopt. CC Thomas and Planning Director Goode have drafted an ordinance for Door County they believe will meet the DNR’s approval. The draft before the Board today includes changes related to review by the DNR. Specific questions were addressed by Planning Director Goode.

Motion carried by roll call vote with 18 Members voting Yes, 1 Member voting No – Sohns; 1 Member excused; 1 District vacant.

**Special Reports**
No special reports presented.

**New Business**

**Election of Civil Service Commissioner**
CC Thomas noted the statute requires an election of a Civil Service Commissioner; however, per CC Thomas, the Board can either have an election or forego the election and confirm the appointment of the County Administrator and County Board Chair. Administrator Pabich explained Bill Brey currently holds appointment to the Civil Service Commission and has agreed to serve another five year term.

Motion by Sohns, seconded by Enigl to confirm the appointment of Bill Brey to the Civil Service Commission. Motion carried by unanimous voice vote.

**Oral Committee Reports**
No oral committee reports presented.

**Review Committee Minutes**
Reviewed without comment.

**Review Vouchers, Claims and Bills**
Reviewed without comment.

**Announcements**
Next Regular Board Meeting - Tuesday, January 24, 2017 – 10:00 a.m.

**Adjourn**
Motion by Virlee, seconded by Fisher to adjourn. Time 10:42 a.m. Motion carried by voice vote.

Respectfully submitted by Jill M. Lau, County Clerk
Resolution No. 2017-02

EXPRESSION OF GRATITUDE
TO DANIEL AND JEAN AUSTAD
FOR DONATED COURTHOUSE SCALE MODEL

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Daniel and Jean Austad have donated a scale model of the original Door County Government Center to Door County, for display at the Door County Government Center located at 421 Nebraska Street, Sturgeon Bay, Wisconsin; and

WHEREAS, This scale model is a distinct work of art and helps to create an aesthetically pleasing environment in our public facilities; and

WHEREAS, This scale model also serves as a reminder of Door County’s history and lifestyle, and raises the consciousness of the value of the community about the value of its history.

NOW, THEREFORE, BE IT RESOLVED That the Door County Board of Supervisors hereby recognizes and accepts this scale model donated by Daniel and Jean Austad, which is on display at the Door County Government Center.

BE IT FURTHER RESOLVED That the Door County Board of Supervisors hereby extends a well-deserved expression of its gratitude to Daniel and Jean Austad for their generous donation of this scale model.

SUBMITTED BY:

_____________________________
Dave Lienau, Chairman
Door County Board of Supervisors

Reviewed by:_______________, Corp. Counsel
Reviewed by:_______________, Administrator

FISCAL IMPACT: There are no fiscal implications 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 24th day of January, 2017 by the Door County Board of Supervisors.

_____________________________
Jill M. Lau
County Clerk, Door County
Resolution No. 2017-03
NON-COMMERCIAL HANGAR SITE LEASE AGREEMENT
RANDY LIVSEY – BUILDING NO. 51

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Rule No. 34 of the Rules of Order provides, in pertinent part, that “...any contract with a term in excess of three (3) years is subject to review and approval by the County Board...”; and

WHEREAS, Private and Public concerns have been reluctant to construct or operate private non-commercial hangars at the Door County Cherryland Airport; and

WHEREAS, The Airport and Parks Committee deems the presence of non-commercial hangars at the Door County Cherryland Airport to be advantageous to the Airport; and

WHEREAS, The Airport & Parks Committee believes it is reasonable and necessary to offer multi-year non-commercial hangar site lease agreements as an incentive to stimulate the growth and development of the Door County Cherryland Airport.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby give approval to the Airport & Parks Committee to enter into a 10 year non-commercial hangar site lease agreement, with a 10 year renewal clause, for the parcel of land on which Building No. 51 has been constructed.

SUBMITTED BY:
Airport and Parks Committee

Dan Austad, Chairperson
Steve Sohns

Ken Fisher
Don Sitte

Kathy Schultz
Richard Virlee

FISCAL IMPACT: The fiscal impact would be the certainty of revenues for a given period of time. Lease revenues to be recorded in the year of service. 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 24th day of January, 2016 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
NON-COMMERCIAL
HANGAR SITE AGREEMENT
(PRIVATELY OWNED HANGAR)

This agreement is made and entered into this 1st day of January, 2017 by and between the County of Door, a Body Corporate (hereinafter referred to as “County”) and Randy Livsey whose address is 6200 Martin Road, Sturgeon Bay WI 54235 and phone number is (920-256-0378) (hereinafter referred to as “Tenant”).

County agrees to lease to Tenant and Tenant agrees to lease from County the land (hereinafter referred to as the “Leased Premises”) situated at the Door County Cherryland Airport (hereinafter referred to as “Airport”) 3538 Park Drive, City of Sturgeon Bay, County of Door, State of Wisconsin (See Exhibit A attached hereto and incorporated herein by reference) on which has been constructed Building Number 51 (hereinafter referred to as “Hangar”) upon the terms and conditions set forth below:

1. The term of this agreement shall be for a period of ten (10) years commencing on January 1, 2017 and terminating on December 31, 2026 unless sooner terminated in accordance with the terms of this agreement. This agreement may be renewed for one (1) additional ten (10) year period upon the mutual written consent of the parties hereto.

2. Tenant shall pay County rent as follows: $240.00 per year ($.1875) cents per square foot per year for the area composing the Hangar). Payment shall be made, in advance and without setoff of any kind, on or before the first day of each January commencing on January 1, 2017. Payment, in the form of a check or money order payable to the “County of Door”, must be mailed or delivered to the Door County Treasurer’s, 421 Nebraska Street, Sturgeon Bay, WI 54235, on or before the due date. In the event payment is not made on or before the due date a late charge of $25.00 shall be paid by Tenant to County. In the event Tenant is delinquent for a period of thirty (30) days or more in paying to County any fee due and owing to County pursuant to this agreement, Tenant shall pay to County interest thereon at the rate of eighteen percent (18%) per annum from the date payment was due until the date full payment is made. Tenant shall pay County a returned check fee of $50.00 for each of Tenant’s returned checks. Tenant shall pay, in addition to rent, all taxes and assessments levied or assessed upon the Leased Premises, the Hangar, and/or Tenant’s personal property.

3. County may increase the amount of rent paid by Tenant up to five percent (5%) per annum. This agreement is subject to a rate adjustment on an annual basis by the Airport & Parks Committee. County must provide written notice to Tenant of its intent to increase the amount of rent paid thirty (30) days prior to the end of each calendar year.

01/03/17
4. County grants to Tenant the privilege, subject to the terms of this agreement, of operating a Hangar on the Leased Premises.

5. Tenant accepts the Leased Premises in “as is” condition. Tenant assumes the risk of, and may not recover from County for, injury or damage arising from Tenant’s use or occupancy of the Airport, Leased Premises and/or the Hangar. This includes, but is not limited to, any loss, injury or damage occasioned by fire, theft, the weather or other Act of God.

6. Tenant’s use of the Leased Premises shall be solely for the storage and routine maintenance of aircraft(s), owned, leased or operated by Tenant and Tenant’s aircraft related equipment or supplies. County may, at County's option, terminate this agreement if Tenant fails to use the Hangar for the purpose(s) stated herein or uses the Hangar for any other purpose(s). No items may be stored outside of the Hangar. No paint removal or painting activity is to be conducted on the Leased Premises or in the Hangar without prior written consent of the Airport Manager. No advertisement or signs may be placed on or near the Leased Premises or on the Hangar without the prior written consent of the Airport Manager. No engine shall be operated in the Hangar. No commercial activity may be conducted from or on the Leased Premises or in the Hangar. Tenant shall secure and lock the Hangar when the Leased Premises is not attended. Tenant shall notify landlord in writing within fifteen (15) days if tenant ceases to use the hangar/leased premises for the purposes stated herein or uses the hangar/leased premises for any other purpose.

7. No hazardous substance (except the lubricants and fuel contained in the tanks and engine of the aircraft(s), and lubricants required to maintain the aircraft(s) may be present on the Leased Premises or in the Hangar. Tenant shall be solely responsible for and shall take the actions necessary to eliminate the harmful effects from the Tenant’s or Tenant’s officers, agents, employees, contractors, subcontractors or licensees discharge, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any hazardous substance at the Leased Premises, the Hangar or the Airport.

8. Tenant’s use and occupancy of the Leased Premises and the Hangar shall be subject to, and Tenant agrees to comply with, all lawful rules and regulations promulgated by the County governing the conduct and operation of the Airport which are now in existence or may be promulgated from time to time, and with all applicable federal, state and local laws, codes, regulations, ordinances, rules, and orders, including but not limited to fire and electrical codes.

9. The Hangar may not be altered or modified, and no improvements may be made to the Leased Premises, without the prior written consent of the County.
10. Tenant shall maintain the Hangar and the Leased Premises in good and serviceable condition and repair, reasonable wear and tear, Act of God and other unavoidable casualties excepted.

11. County shall:

   a. Cut the grass, if any, on the Leased Premises; and

   b. Remove snow from the taxi-way in front of the Hangar (to within two (2) feet of the Hangar) after all runways, aprons and primary taxi-ways have been cleared at the Airport.

12. If the Hangar is damaged or destroyed Tenant may, with all reasonable dispatch but in no event more than one hundred twenty (120) days after such damage or destruction, repair or replace the damaged or destroyed Hangar subject to the prior written approval by the County of such repair or design of the replacement hangar. If the Tenant does not repair or replace the damaged or destroyed Hangar Tenant shall, with all reasonable dispatch but in no event more than one hundred twenty (120) days after such damage or destruction, demolish the damaged or destroyed Hangar, clear the debris and restore the Leased Premises to its original condition.

13. Tenant may only sell the Hangar to a Buyer willing, ready and able to execute and comply with a Non-Commercial Hangar Site Agreement consistent with the terms and conditions herein.

14. Tenant hereby grants County the right to have first opportunity to purchase the Hangar if and when such becomes available and/or the right to meet any other offer.

15. Tenant shall maintain, at Tenant’s expense, the following:

   a. A policy or policies of comprehensive general liability insurance of not less than a single limit of one million dollars ($1,000,000.00) in respect to personal injury and/or death to one or more persons and for property damage issued by and binding upon an insurance company acceptable to County. Said insurance shall cover all risks incident to Tenant’s use of the hangar and/or the Leased Premises; and

   b. A policy or policies of aircraft liability and property damage insurance with limits of liability of one hundred thousand dollars ($100,000.00) per occurrence issued by and binding upon an insurance company acceptable to County.
The insurance policy or policies shall name the County as an additional insured and must contain a clause or endorsement to the effect that such may not be terminated or amended during the term of this Lease except after five (5) days written notice thereof to County. Tenant, upon request, shall furnish County with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon.

Tenant is not to commence to or exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant shall in no way limit Tenant’s responsibility to indemnify County under the provisions of this agreement.

16. Tenant agrees to defend, indemnify and hold the County completely harmless from and against any and all claims arising by or resulting from the Tenant’s use or occupancy of the Leased Premises, the Hangar, the Airport, or the acts or omissions of the Tenant, Tenant’s officers, agents, employees, contractors, subcontractors or licensees. This section shall survive expiration of this agreement.

17. Tenant shall not assign this agreement in whole or in part, or sublet the Leased Premises in whole or in part, without the prior written consent of the County.

18. Tenant shall not cause or permit any lien or encumbrance to attach to or be placed upon the County’s title or interest in the Leased Premises.

19. County may enter the Leased Premises with twenty four hour notice to Tenant if practicable, for the purpose of inspecting the Leased Premises to ascertain Tenant’s compliance with the terms and conditions of this lease agreement or for any other reasonable purpose. County may enter the leased premise without notice if required by law or to respond to a fire, hazardous material spill, or to preserve life or prevent serious injury. The Door County Cherryland Airport Manager shall maintain a master key for the hangar. The Door County Airport and Parks Committee may inspect the Leased Premises on an annual basis.

20. County may terminate this Lease and the Tenant’s tenancy hereunder if the Tenant fails to perform any covenant or obligation set forth in this agreement and County provides thirty (30) days written notice to Tenant of such failure and of County’s intention to terminate this agreement.

21. Upon termination of this agreement, by lapse of time or otherwise, Tenant shall:
a. Immediately surrender the Leased Premises to the County in good condition and repair, normal wear and tear, acts of God and other unavoidable casualties excepted; and

b. Immediately abandon and cease use of the Hangar; and

c. Within one hundred twenty (120) days of termination of this agreement sell the Hangar in accordance with paragraphs 13 and 14 above or demolish the Hangar, clear the debris and restore the Leased Premises to its original condition.

d. Any holding over by the Tenant shall be construed to be a tenancy from month to month only, and the rent shall be $500.00 per month. No holdover by Tenant shall imply any waiver of any right or remedy of the County.

22. 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.

23. 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 a joint venture between the parties.

24. 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.

25. 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.

26. Tenant 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.

27. This agreement shall be subject and subordinate to existing or future federal or state laws, codes, regulations, ordinances, rules and orders relative to the development, construction, operation, or maintenance of the Door County Cherryland Airport.

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

Accepted and agreed this 3rd day of January, 2017.

[Signature]

Tenant

(*If Tenant is a corporation, certified copies of a resolution of the directors and stockholders authorizing execution of this agreement shall be provided to the Airport Manager.)

Accepted and agreed this 11th day of January, 2017.

[Signature]

Dan Austad, Chairperson
Door County Airport & Parks Committee

Accepted and agreed this 11th day of January, 2017.

[Signature]

Keith R. Kasbohm, Manager
Door County Cherryland Airport

Accepted and agreed this ____ day of __________________________, ________.

[Signature]

Ken Pabich
County Administrator

Approved as to form this ____ day of __________________________, ________.

[Signature]

Grant P. Thomas
Corporation Counsel
# Resolution No. 2017-04

## TRANSFER OF NON-BUDGETED FUNDS

**Museum Repair Project**

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

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

**WHEREAS,** The Door County Historical Museum North and South Gable exterior siding and walls are in need of replacement and repair. Given the unique nature of the proximity to the interior ornithology, wildlife and decorative wall art exhibit a bid has been solicited and received for replacement of the North Gable and repair to South Gable.

**WHEREAS,** The Property Committee has considered the matter and recommends the repairs be completed posthaste;  

**WHEREAS,** Funds were not appropriated for this purpose in the 2017 Budget; and,  

**WHEREAS,** The Finance Committee, after appropriate deliberation, recommends a transfer of $20,868 from Contingency Expense Account #100.06.1161.59103, to the Building & Grounds – Repair & Maintenance to Buildings Account #100.37.1120.52306 for this project.

**NOW, THEREFORE, BE IT RESOLVED,** That the Door County Board of Supervisors does hereby approve the transfer of $20,868 from the Door County Contingency Expense Account #100.06.1161.59103 to the Building & Grounds – Repair & Maintenance to Buildings Account #100.37.1120.52306 to fund the above referenced Museum Repair Project.

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**FISCAL IMPACT:** The fiscal impact is a decrease of $20,868.00 to the Contingency Expense account which leaves a balance in this account of $291,586.89. MEJ

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**SUBMITTED BY:** FINANCE COMMITTEE

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<tr>
<th>Name</th>
<th>Signature</th>
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<tr>
<td>Kathy Schultz, Chair</td>
<td>Ken Fisher</td>
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<td>David Englebert</td>
<td>Susan Kohout</td>
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<td>Roy Englebert</td>
<td>Mark Moeller</td>
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<td>David Enigl</td>
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**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 24th day of January, 2017 by the Door County Board of Supervisors.

Jill M. Lau  
County Clerk, Door County
Resolution No. 2017-05

APPOINTMENTS TO COMMITTEES, COMMISSIONS & BOARDS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Pursuant to Section 59.18(2)(c) Wisconsin Statutes, the duties and powers of a County Administrator include appointment of “...the members of all boards and commissions where the statutes provide that such appointment shall be made by the county board or by the chairperson of the county board”; and

WHEREAS, “All appointments to boards and commissions by the County Administrator shall be subject to the confirmation of the County Board” per Section 59.18(2)(c), Wisconsin Statutes; and

WHEREAS, The Rules of Order confers the power to appoint the members of certain committees upon the Chairperson of the County Board, subject to the confirmation of the County Board; and

WHEREAS, The appointments set forth on Exhibit A, attached hereto and incorporated herein by reference, are submitted for County Board confirmation.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby confirms the proposed appointments as set forth in Exhibit A

SUBMITTED BY:

_____________________________
David Lienau, Chairman
Door County Board of Supervisors

_____________________________
Ken Pabich
County Administrator
Recommended Appointments to Committees, Commissions and Boards

TERM ENDS

AIRPORT & PARKS COMMITTEE (County Board Chairman Appointment)
* Laura Vlies Wotachek (filling vacancy) .......................................................... April 2017
* John Neinas (filling position held by Ken Fisher) ............................................... April 2017

EMERGENCY SERVICES COMMITTEE (County Board Chairman Appointment)
* Laura Vlies Wotachek (filling vacancy) .......................................................... April 2017

LAW ENFORCEMENT COMMITTEE (County Board Chairman Appointment)
* Laura Vlies Wotachek (filling vacancy) .......................................................... April 2017

WI DEVELOPMENT FUND GRANT – LOAN REVIEW COMMITTEE (County Board Chairman Appointment)
* Ken Fisher (filling vacancy)

ECONOMIC DEVELOPMENT (County Board Chairman Appointment)
* Ken Fisher (filling position held by Dan Austad)

INFORMATION SYSTEMS COMMITTEE (County Board Chairman Appointment)
* Nancy Robillard (filling vacancy) ........................................................................ April 2017

HUMAN SERVICES BOARD (County Administrator Appointment)
* Laura Vlies Wotachek (filling position held by Nancy Robillard) .................... December 2019

SENIOR SERVICES ADVISORY COMMITTEE (County Administrator Appointment)
  Carol Moellenberndt (filling the term of Chuck Wagner) ............................. April 2017

SENIOR SERVICES NUTRITION ADVISORY COUNCIL (County Administrator Appointment)
  Carol Moellenberndt (filling the term of Chuck Wagner) ............................. April 2017

HIGHWAY SAFETY COMMISSION (County Administrator Appointment)
  Jeff Roemer (filling vacancy) ........................................................................ April 2017

LAND INFORMATION COUNCIL (County Administrator Appointment)
  Jeff Roemer (filling vacancy, Interim EMS Director)

COMMUNICATION ADVISORY TECHNICAL SUBCOMMITTEE (CATS) (County Board Chairman Appointment)
  Jeff Roemer (filling vacancy, EMS) ................................................................. April 2017

LOCAL EMERGENCY PLANNING COMMITTEE (County Administrator Appointment)
  Jeff Roemer (filling vacancy, Emergency Response Agency – DC EMS) ........ April 2017
Biographies on New Appointees to Committees:

**Carol Moellenberndt**

My name is Carol Moellenberndt. I am 65 years old and received my BSN in nursing from the University of North Dakota. I have worked as an obstetrical/neonatal nurse since 1980, when we moved to Sturgeon Bay. I am casual call at Door County Medical Center at this time. In 2002 I also started a position at Sturgeon Bay United Methodist Church as their parish nurse. I continue with a part time position at the church. As parish nurse I joined the Caregiver Coalition in Door County. I also work as a nurse in the Senior Foot Clinic.

Our church has a special interest, as do I, in the Senior population in Door County. I am facilitator for the Memory Cafe and for the Parkinson Disease Support Group. We have offered Powerful Tools for Caregiver, MIND classes, Fall preventions classes and various health programs over the years. Our church has offered our space to the Senior Center when needed. Because of our interest in serving this population, I have joined the Senior Advisory Committee.

Carol Moellenberndt, parish nurse
Resolution No. 2017-06

HUMAN SERVICES RESOURCE CENTER / CENTRAL AMBULANCE STATION PROJECT - AUTHORIZATION TO PROCEED WITH PHASE III

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Resolution No. 2016-16, adopted on February 23, 2016, defines a framework by which this Project may proceed to realization; and

WHEREAS, Phase II of the Project is complete, and related Report received and accepted; and

WHEREAS, The Project was competitively bid, three (3) responsive bids were received and accepted as conforming, these bids were evaluated, and a determination made that IEI General Contractors, Inc., 1725 Midway Road, DePere, WI 54115, is the successful (i.e., lowest responsible) bidder; and

WHEREAS, Project funding has been addressed in previous resolutions (See: Below ANNOTATION); and

WHEREAS, This Project serves a useful public purpose, and it is deemed to be advantageous to the County to proceed with Phase III.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby authorizes Phase III of the Project (as described in Resolution No. 2016-16) to proceed.

BE IT FURTHER RESOLVED, That the Door County Board of Supervisors hereby authorizes award of the contract to IEI General Contractors, Inc., as the lowest responsible bidder, at its bid price of $8,128,000 (which includes alternate bid No.’s 1, 2 and 3), as more particularly described in its bid and the contract.

BE IT FURTHER RESOLVED, That the Door County Board of Supervisors hereby determines to proceed as authorized by Resolution No.’s 2015-60 & 2016-24, and authorizes and directs: the issuance of general obligation bonds or notes in an amount not to exceed $9,995,000 with a 19-year amortization; that these bonds or notes be offered for public sale; and the County Clerk, in consultation with the County’s financial advisor (i.e., Ehlers & Associates, Inc.) to take whatever action that may be necessary with respect to the foregoing.

BE IT FURTHER RESOLVED, That the Door County Board of Supervisors hereby authorizes the County Administrator take such action, including execution of documents, as may be necessary to effectuate Phase III of the Project.

[ANNOTATION: Resolution No. 2015-60; Resolution No. 2015-90; Resolution 2016-15; Resolution No. 2016-16; Resolution 2016-24; and Resolution 2016-50]

SUBMITTED BY: PROPERTY COMMITTEE & FINANCE COMMITTEE

Richard Virlee, Property Committee Chair
Kathy Schultz, Finance Committee Chair
Dan Austad
Helen Bacon
Ken Fisher
Randy Halstead
Jon Koch
Steve Sohns
David Englebert
Roy Englebert
David Enigl
Ken Fisher
Susan Kohout
Mark Moeller

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 24th day of January, 2017 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
Resolution No. 2015-60
RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Door County, Wisconsin (the "Issuer"), plans to undertake capital projects, i.e., Human Services Resource Center and Central Ambulance Station (the "Project"), which serve a public purpose; and

WHEREAS, the Project cost is not expected to exceed ten million dollars ($10,000,000); and

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to the commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and;

WHEREAS, the Door County Board of Supervisors (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until and unless the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until and unless proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed ten million dollars ($10,000,000).

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within thirty (30) days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, Wisconsin Statutes, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption.

SUBMITTED BY: FINANCE COMMITTEE

David Lienau, Chairman
Charles Brann
David Enigli
Susan Kohout

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 29th day of June, 2016, by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
Resolution No. 2015-90

TRANSFER OF FUNDS - FEASIBILITY STUDY & COST ANALYSIS - FORMER HIGHWAY SHOP

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

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

WHEREAS, It is deemed appropriate and necessary to undertake a feasibility study and cost analysis of renovating the former Highway Shop for use as a Human Services Resource center and/or a Central Ambulance Station; and

WHEREAS, Following an RFP process, Venture Architects was provisionally (i.e., conditioned on appropriation of funds for this purpose) awarded the contract to perform this feasibility study and cost analysis for $17,200; and

WHEREAS, It is hereby recommended that a transfer be made from the General Fund, Contingency Expense 100.06.1161.59103 to the Highway Building Feasibility Study Fund 100.06.1161.59179 in an amount not to exceed $25,000 to cover expenditures related to services of Venture Architects for the feasibility study & cost analysis of the former Highway Building.

NOW, THEREFORE, BE IT RESOLVED, That an amount not to exceed $25,000 be transferred from the General Fund, Contingency Expense 100.06.1161.59103 to the Highway Building Feasibility Study Fund 100.06.1161.100 to cover invoices for the above referenced feasibility study & cost analysis of the former Highway Building.

SUBMITTED BY:
FINANCE COMMITTEE & PROPERTY COMMITTEE

David Lienau, Finance Committee Chair
Kathy Schiltz, Property Committee Chair
Charles Brann
David Engl
Susan Kohout
Mark Moeller
Leo Zipperer

Reviewed by:
Corp. Counsel
Administrator

FISCAL IMPACT: Prior to approval of this resolution, the available balance in the Contingency Expense account is $134,716.27; if the proposed transfer is approved, the remaining available balance in the Contingency Expense account will be $109,716.27. 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 10th day of November, 2015 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
Resolution No. 2016-15
CENTRAL AMBULANCE STATION & HUMAN SERVICES
RESOURCE CENTER PROJECT(S)

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Venture Architects has completed the Feasibility Study And Cost Analysis (authorized by Resolution No. 2015-90) to evaluate the former Highway Shop (916 N. 14th Avenue, Sturgeon Bay) as a site for the proposed new Central Ambulance Station and/or Human Services Resource Center; and

WHEREAS, Venture Architects presented the Final Study Report to the Property Committee (on 01-13-2016 and 02-01-2016) and the Property Committee referred the same to County Board without recommendation for consideration and action; and

WHEREAS, It is both feasible and cost effective to construct the proposed new Central Ambulance Station and Human Services Resource Center at the former Highway Shop (916 N. 14th Avenue, Sturgeon Bay); and

WHEREAS, Capital planning for each project has been done, as part of County's current Capital Improvement Plan, funds totaling $2,000,000.00 have been set aside, and the sum of $1,861,251.46 remains available; and

WHEREAS, The proposed new Central Ambulance Station and Human Services Resource Center projects serve a useful public purpose, and it is deemed to be advantageous to the County to proceed with the projects.

NOW, THEREFORE, BE IT RESOLVED, by the Door County Board of Supervisors, that the proposed new Central Ambulance Station and Human Services Resource Center are hereby authorized to proceed, and will be constructed at the former Highway Shop (916 N. 14th Avenue, Sturgeon Bay) site consistent with the Final Study Report.

SUBMITTED BY:
Property Committee

Richard Virlee, Chair
Ken Fisher
Richard Haines
Leo Zipperer
Randy Halstead
Steve Sohns
Jon Koch

Reviewed by:
Corp. Counsel
Reviewed by:
Administrator

FISCAL IMPACT All costs for this project in excess of the remaining combined reserve amount of $1,861,251.46 will have to come from borrowed funds, or from the Unassigned Fund Balance, or from some combination thereof. 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 23rd day of February 2016 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk Door County
Resolution No. 2016-16

CENTRAL AMBULANCE STATION & HUMAN SERVICES
RESOURCE CENTER PROJECT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, By adoption of Resolution No. 2016-15, the Door County Board of Supervisors has authorized the construction of a Central Ambulance Station and Human Services Resource Center (hereafter "Project") at the former Highway Shop site (916 N. 14th Avenue, Sturgeon Bay); and

WHEREAS, It is desirable for this Project to move forward in a timely, integrated and phased manner.

NOW, THEREFORE, BE IT RESOLVED, by the Door County Board of Supervisors, that the Project will move forward as follows:

Phase I
♦ Retention of Design Professional (Property Committee)
♦ Retention of a Construction Manager (Property Committee)
♦ Architectural (35% Completion) - Schematic Design / Design Development
♦ Cost-Estimate
♦ Environmental Results / Testing
♦ Project Funding - Borrowing (Finance Committee)

Report to County Board

County Board Resolution(s) - Project Design, Funding and Authorization to Proceed with Phase II.

Phase II
♦ Architectural (85% Completion) - Construction Documents
♦ Competitive Bidding
♦ Building Interior Demolition (possible option)

Report to County Board.

County Board Resolution - Award of Contract and Authorization to Proceed with Phase III.

Phase III
♦ Architectural (100% Completion) - Design Changes / Work with Construction Manager
♦ Construction
♦ Substantial Completion
♦ Permit to Occupy and Utilize
♦ Punch List Work
♦ Final Completion
♦ Claims and/or Lawsuits

Final Report to County Board
Resolution No. 2016-16

CENTRAL AMBULANCE STATION & HUMAN SERVICES
RESOURCE CENTER PROJECT

BE IT FURTHER RESOLVED, That the expenditure of up to $350,000 dollars is hereby authorized for Phase I.

BE IT FURTHER RESOLVED, That the County Administrator, or his designee(s), subject to the oversight of the Property Committee or Finance Committee, is authorized and has the primary responsibility to proceed with the Project as set forth herein.

BE IT FURTHER RESOLVED, That, if there is any irreconcilable conflict or inconsistency between this and any prior resolution, this Resolution controls.

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SUBMITTED BY:

Daniel Austad, Chairman
Door County Board of Supervisors

FISCAL IMPACT: All costs for this project in excess of the remaining combined reserve amount of $1,861,251.46 will have to come from borrowed funds, or from the Unassigned Fund Balance, or from some combination thereof. MEJ

Certification:

Jill M. Lauf, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 23rd day of February 2016 by the Door County Board of Supervisors.

Jill M. Lauf
County Clerk, Door County
Resolution No. 2016-24

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $9,995,000 GENERAL OBLIGATION BONDS OR PROMISSORY NOTES

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Door County, Wisconsin (the "County") is presently in need of an amount of not to exceed $9,995,000 for the public purpose of paying the cost of constructing and equipping a Central Ambulance Station and Human Services Resource Center (the "Project"); and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation bonds or promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors that:

Section 1. Authorization of the Bonds and Notes. For the purpose of paying costs of the Project, there shall be borrowed through the issuance of general obligation bonds or promissory notes pursuant to Chapter 67 of the Wisconsin Statutes, a principal sum of not to exceed NINE MILLION NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS ($9,995,000). There be and there hereby is levied on all taxable property in the County a direct, annual irrepealable tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the bonds and notes.

Section 2. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

SUBMITTED BY: Finance Committee

David Lienau, Chairman
Kathy Schultz
Charles Brann
David Enigl

Susan Kohout
Mark Moeller
Leo Zipperer

Adopted, approved and recorded March 22, 2016

Daniel R. Austad, Chairperson
Door County Board of Supervisors
RESOLUTION NO. 2016-50

PHASE II AUTHORIZATION - CENTRAL AMBULANCE STATION & HUMAN SERVICES RESOURCE CENTER PROJECT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Resolution No. 2016-15, adopted on February 23, 2016, generally authorized the construction of a Central Ambulance Station and Human Services Resource Center (hereafter "Project") at the former Highway Shop site (16 N. 14th Avenue, Sturgeon Bay); and

WHEREAS, Resolution No. 2016-16, adopted on February 23, 2016, calls for the Project to move forward in three (3) distinct phases, and that each phase must be formally authorized by the County Board; and

WHEREAS, Phase I of the Project was approved for implementation on February 23, 2016, and has been completed; and

WHEREAS, It is requested and recommended that the County Board accept and approve Phase I of the Project, and grant authorization to proceed with Phase II of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Door County Board of Directors that Phase I of the Project is hereby accepted and approved; and

BE IT FURTHER RESOLVED, that Phase II of the Project is hereby authorized to proceed consistent with the following:

Phase II

- Preparatory Work, including:
  - Partial Interior Demolition
  - Interior Cleaning
  - Relocation of the Fuel Storage and Dispensing Facility
  - Relocation of Salt Shed
  - Remodel of Butler Building
- Construction Documents and Specifications
- Competitive Bidding

Report to County Board.

County Board Resolution - Award of Contract and Authorization to Proceed with Phase III

BE IT FURTHER RESOLVED, that the expenditure of up to $1,063,700.00 dollars is hereby authorized for Phase II of the Project.

SUBMITTED BY: Property Committee

[Signatures]

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 26th day of July, 2016 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County