



Valerie Carpenter &lt;townoffice@washingtonisland-wi.gov&gt;

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**Washington Island**1 message

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**Peterson, Molly** <Molly.Peterson@associatedbank.com>

Tue, Apr 19, 2016 at 4:01 PM

To: "townoffice@washingtonisland-wi.gov" &lt;townoffice@washingtonisland-wi.gov&gt;, "chairman@washingtonisland-wi.gov" &lt;chairman@washingtonisland-wi.gov&gt;

Good Afternoon Valerie and James,

I meant for this conversation to happen over the phone but I tried during your office hours today and kept getting a fax tone- so I thought I'd send a quick email.

My name is Molly Peterson and I'm the Branch Manager at Associated Bank in Sister Bay. The reason for my message is to see if you would allow Associated Bank to deliver a proposal to you on all of the financial solutions that we offer- tailored to your individual situation. This will help you run the Island's business more efficiently, save you time and money, and accomplish what you've always dreamed of.

I've worked with many business owners in the community and am dedicated to providing professional service and valuable financial benefits that are right for you. I was born and raised in Sturgeon Bay, so I'm aware of how unique Door County is from other parts of Wisconsin. I'm especially interested in learning more about Washington Island. I would be happy to talk with you to learn about your needs and introduce you to the resources and tools from Associated bank that are designed for your convenience, efficiency and future growth.

I will try calling you again during your office hours. If you have a moment, you can also reach out to me at your convenience. You can call me directly on my office extension (920)633-7009.

Thank you for the opportunity to serve you and the needs of Washington Island.

Sincerely,

**Molly Peterson**

AVP, Branch Manager | Branch Banking



- Baylake Bank's online banking will remain active until its normal cutoff time at 8:30 PM on Friday, April 29<sup>th</sup>. At that time, Baylake Bank's online banking will go into inquiry only mode until Monday morning, May 2<sup>nd</sup>, at which time it will be turned off. Nicolet Bank's online banking at [www.nicoletbank.com](http://www.nicoletbank.com) will become available at noon on Sunday, May 1<sup>st</sup>. **You do not need to re-enroll in online banking as your user ID and password will be converted.**
- Baylake Bank's Bill Pay will be shut down on Friday, April 29<sup>th</sup> at 4:00 PM. You will be able to start using Nicolet Bank's Bill Pay on Monday, May 2<sup>nd</sup>. **All bill payments will transfer to Nicolet Bank's Bill Pay system.** There should be no interruption in previously scheduled bill payments. If you have the website for Bill Payment saved in your favorites, you will need to save the new address.
- Baylake Bank's mobile banking will remain active until its normal cutoff time at 8:30 PM on Friday, April 29<sup>th</sup>. At that time, Baylake Bank's mobile banking will become permanently unavailable. Nicolet Bank's mobile banking will become available at noon on Sunday, May 1<sup>st</sup>. You will need to download the Nicolet Bank mobile banking app. You can find it in the App Store by searching "Nicolet National Bank". The app is called bankNOW. **You do not need to re-enroll in mobile banking as your user ID and password will be converted.**

More questions and answers can be found at [www.baylake.com](http://www.baylake.com) or at [www.nicoletbank.com/FAQ](http://www.nicoletbank.com/FAQ).

If you have further questions, please call us at 800.369.0226 or email us at [voice@nicoletbank.com](mailto:voice@nicoletbank.com).

Thank you and welcome to Nicolet Bank.



Eric Witzak  
Executive Vice President  
Nicolet National Bank





Valerie Carpenter <townoffice@washingtonisland-wi.gov>

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## 2016 Contingent application Washington and Door County.docx

1 message

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**Carrola, Jane - DOT** <Jane.Carrola@dot.wi.gov>

Mon, May 9, 2016 at 2:25 PM

To: "chairman@washingtonisland-wi.gov" <chairman@washingtonisland-wi.gov>, "townoffice@washingtonisland-wi.gov" <townoffice@washingtonisland-wi.gov>, "KOLODZIEJ, JOHN" <kolodzie@co.door.wi.us>

Cc: Sonoc Architects <sonoc@sonoc.com>

Hello-

The attached letter provides an acknowledgement of the receipt of the Rustic Road application materials and notes that the application is considered contingent until the receipt of a resolution by the Door County Board. The letter also serves as the initial notification of the next Rustic Roads Board meeting scheduled for June 13<sup>th</sup> and a description of the Rustic Roads Board review process. Please contact me with any questions or clarifications.

Thank you.

Jane

*Jane V. Carrola*

Scenic Byways and Rustic Roads Coordinator

Wisconsin Department of Transportation

Bureau of Planning & Economic Development

Phone: 608.266.0649

E-mail: jane.carrola@dot.wi.gov

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### 2 attachments

 **2016 Contingent application Washington and Door County.docx**  
50K

 **proposed\_washington\_island2016.pdf**  
317K

# WASHINGTON ISLAND RECREATION CENTER

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Post Office Box 68 – Washington Island, Wisconsin 54246

April 1, 2016

Dear Chairman Hanson,

On March 30, 2016, the Washington Island Mosling Recreation Center hired Beth Lux as receptionist at the Rec Center facility. Ms. Lux will work 10 to 15 hours per week at the pay of \$10.00 per hour. Ms. Lux's employment will commence in early April. Ms. Lux is expected to work a total of approximately 500 hours from the date of hire for a period of 12 months.

Thank you.



William Nauta  
Mosling Recreation Center Committee Secretary



**Washington Island Fire Department**

**P.O. Box 250**

**Washington Island Wi 54246**

*Protecting Washington Island Since 1948*

May, 13, 2016

To: Town Board  
Town of Washington

I am pleased to inform you that the members of the Washington Island Fire Department at their business meeting May 12, 2016; voted to pledge \$30,000 toward the Fire Department needs in the proposed new Public Safety building, currently under consideration by the Town Board.

Respectfully Submitted;

A handwritten signature in black ink, appearing to read "Peter Nehlsen", is written over a large, faint circular stamp or watermark. The signature is fluid and cursive.

Chief Peter Nehlsen  
Washington Island Volunteer Fire Department

**APRIL TOWN FILE REPORT**

<u>DATE ISSUED</u>	<u>NAME AND ADDRESS</u>	<u>TAX NO.</u>	<u>SITE AND BUILDER</u>	<u>CONSTRUCTION</u>
4/27/2016	DANIEL FORTER 4569 GLIDDEN DRIVE STURGEON BAY WI 54235	022-03-21282711A6	4569 GLIDDEN DR  BLDR: OWNER	THE REPLACEMENT OF AN EXISTING ATTACHED DECK WITH A NEW 16' X 20' ATTACHED DECK AS PER PLANS SUBMITTED ON 4/19/16.
4/28/2016	ALLEN A & CYNTHIA F POWELL 4139 SHORESIDE DRIVE STURGEON BAY WI 54235	022-66-0006	4139 SHORESIDE DR  BLDR: BIRMINGHAM BUILDERS, INC.	A 10' X 18' ADDITION TO THE EXISTING STORAGE SHED AS PER PLANS SUBMITTED ON 4/25/16.
4/13/2016	ROBERT A & VICKIE L JEANQUART 807 PIT CT LUXEMBURG WI 54217	026-00-23262314	UNION 871 PIT COURT  BLDR: JR CONSTRUCTION	A 95' X 134' BARN AND 14' WIDE BREEZEWAY TO BE ATTACHED TO THE EXISTING BARN TO THE SOUTH.
4/4/2016	ROSS MEADER 1591 FOSS ROAD WASHINGTON ISLAND WI 54246	028-02-24342912R	WASHINGTON 1591 FOSS RD  BLDR: HOWARD YOUNG, JR.	A 14' X 30' BOAT STORAGE BUILDING AS PER PLANS SUBMITTED TO THE DOOR COUNTY PLANNING DEPT. ON 3/28/16.
4/22/2016	RICHARD M & TERRI L KNUDSEN 789 MAIN RD WASHINGTON ISLAND WI 54246	028-01-11332914D1	789 MAIN ROAD  BLDR: OWNER	TO ESTABLISH A RETAIL STORE (POPCORN STORE) IN AN EXISTING BUILDING, ALL AS PER PLANS SUBMITTED TO THE DOOR COUNTY PLANNING DEPT. ON 4/18/16.

# BUDGET RESOLUTION 2016-07

Town of Washington, Door County, Wisconsin

A resolution amending the 2016 budget of the Town Of Washington, Door County, Wisconsin adopted by a two-thirds majority vote of the Town Board

Whereas the sum of \$3,000 be added to the Town Of Washington Account (#531200.2320) Town Crew Wages and the sum of \$3,000 be deducted from Account (#537300.620) Landfill Wages to reflect action taken by Town Board at Regular Town Board Meeting 3/22/2016 authorizing an additional \$1.00/hr. wage increase for Keenan Krueger, Kevin Krueger and Jeffrey Andersen effective next pay period.

NOW THEREFORE, BE IT RESOLVED by the TOWN BOARD of the Town of Washington to amend the 2016 Budget to reflect the changes listed above.

Adopted:

Approved:

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James F. Hanson, Chairman

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Attest: Valerie Carpenter, Town Clerk

Roll Call Vote:	Aye	Nay	ACTION TAKEN 2016-07
James F. Hanson	___	___	Adopted as presented _____
Elizabeth Holmes	___	___	Adopted as amended _____
Randall Sorensen	___	___	Rejected _____
John Rader	___	___	Tabled until _____
Kirby Foss	___	___	Referred to _____

**SECOND AMENDED AND RESTATED  
MEDICAL CLINIC AGREEMENT  
(Washington Island)**

**THIS SECOND AMENDED AND RESTATED AGREEMENT** continues the original agreement dated January 5, 2001 as amended and restated effective July 1, 2006 and is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Effective Date"), by and between the **TOWN OF WASHINGTON** (the "Town"), and **DOOR COUNTY MEMORIAL HOSPITAL**, a Wisconsin non-stock, not-for-profit corporation (the "Hospital").

**RECITALS**

- A. The Hospital employs qualified providers, meaning physicians and advance practice providers, and staff members to provide both medical and administrative services to patients;
- B. The Town is located on Washington Island and desires to provide financial support toward the maintenance of a provider-staffed medical clinic on the island; and
- C. The parties entered into a Medical Clinic Agreement, effective July 1, 2001 and subsequently amended and restated, and now desire for the Hospital to continue to operate a primary care focused rural health medical clinic (the "Clinic") on Washington Island according to the terms of this Second Amended and Restated Agreement (referred to as the "Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, the Hospital and the Town hereby agree as follows:

- 1. **PURPOSE.** The purpose of this Agreement is to provide for the continuing presence and maintenance of the Clinic in the Town to provide ~~access to~~ primary health care on Washington Island.
- 2. **TERM.** This Agreement is effective as of the Effective Date and will automatically renew for successive 5-year terms unless otherwise terminated as provided herein.
- 3. **HOSPITAL RESPONSIBILITIES.**

*365 weeks out  
104  
261  
What about  
holidays*

**3.1 Medical Clinic.** The Hospital shall operate the Clinic in the Town, in space provided by the Town. The Clinic shall provide primary care services staffed by a licensed provider with such licensure as may be determined by Hospital in its discretion from time to time consistent with rural health clinic requirements. Clinic will be open during such normal business hours as may be established by the Hospital from time to time in its discretion. Hospital will endeavor to establish Clinic hours of approximately 260 days per calendar year excluding weekends and holidays. Hospital shall have full management and administrative control over Clinic operations.

**3.2 Provision of Provider and Other Employees.** The Hospital shall provide a provider (the "Provider") to practice at the Clinic. The Hospital will also provide such other clinical or administrative personnel as the Hospital deems reasonably necessary for the appropriate operation of the Clinic. Such employees may be located at the Clinic or, in the case of administrative personnel, at other Hospital locations.

**3.3 Qualifications of Provider and Other Employees.** All the Hospital employees providing services at the Clinic shall be qualified and licensed, certified or registered, as appropriate, and shall be appropriately trained for the job he or she is to do, all consistent with the Hospital's practices and policies at the Hospital's other medical clinics.

**3.4 Additional Qualifications of the Provider.**

3.4.1 State Licensure. Provider shall be duly licensed to provide professional services at Clinic by the State of Wisconsin without limitation or restriction.

3.4.2 DEA Registration. The Provider shall maintain such registration with the Drug Enforcement Administration ("DEA") without DEA limitation on the Provider's authority to prescribe drugs under such registration, and in accordance with Provider's licensure.

3.4.3 Medicare and Medicaid Certification. The Provider shall be eligible for reimbursement from the Medicare/Medicaid programs and shall accept and treat Medicare and Medicaid patients.

3.4.4 HMO/PPO/IPA Memberships. The Provider shall apply for, and maintain membership in, such managed care arrangements as determined by the Hospital. The Hospital shall in good faith negotiate for the Provider to become a participating provider under the health benefit plans of employers within the Town.

3.4.5 Participation in Quality/Peer Review. The Provider shall fully participate in Hospital's quality and applicable peer review process.

**3.5 Quality of Care.** Hospital shall ensure that the Clinic services are provided in such a manner as to assure proper patient care in compliance with the requirements of accepted standards of medical care and any applicable rules, statutes or regulations.

**3.6 Administrative Responsibility.** The Hospital shall provide all managerial, administrative and related services necessary for the efficient operation of the Clinic, unless specified otherwise in this Agreement.

*What about cleaning?*

**3.7 Salaries and Expenses.** The Hospital shall be responsible for all salaries and any other direct or indirect expenses associated with the operation of the Clinic, except as otherwise provided in this Agreement.

**3.8 Scheduling.** The Hospital shall direct all scheduling for the Hospital's employees working at the Clinic.

**3.9 Billing and Collection.** The Hospital will provide all necessary billing and collection services for patient services provided by the Clinic. Clinic patients will be patients of the Hospital. All receivables, payments and collections generated or resulting from Clinic services will be and remain the sole and exclusive property of the Hospital.

**3.10 Fee Schedules.** The fees established by Hospital for the Clinic's services shall be the same as those established by Hospital for the other clinic practices owned and operated by the Hospital.

**3.11 Ownership and Access to Records.** The ownership and right of control of all reports, records and supporting documents prepared in connection with the Clinic shall belong exclusively to the Hospital. The Hospital shall provide the Clinic Advisory Committee (defined below) with annual financial reports and other information to assist the Committee in assessing and advising the Hospital regarding the operation of the Clinic. The Clinic Advisory Committee shall have the right, upon reasonable notice to the Hospital, to inspect the Hospital's books and records relating to the Clinic for reasonable purposes.

**3.12 Insurance.** The Hospital shall at all times during the terms of this Agreement maintain professional liability insurance in at least the minimum amount required by Wisconsin law, provided coverage is available from the professional liability carriers designated by Hospital, at rates acceptable to Hospital. The Hospital shall also maintain appropriate worker's compensation coverage and general liability insurance for the operation of the Clinic. A certificate showing the required insurance shall be furnished to the Town upon request.

#### 4. TOWN'S RESPONSIBILITIES.

**4.1 Facilities and Equipment.** All equipment owned by the Hospital and used at the Clinic shall be maintained by the Hospital in good condition and repair as needed for the appropriate operations of the Clinic.

**4.2 Clinic Space.** The Town will provide building space to be used by the Clinic pursuant to a lease, which will govern the responsibilities and duties of the parties with respect to the building space, substantially in the form attached to this Agreement as Exhibit A.

**4.3 Town Subsidies.** Section 60.23(9) of the Wisconsin Statutes permits the Town to annually appropriate funds (the "Funds") to retain professional Provider services at Clinic. Through any term of this Agreement, the Town shall pay the Hospital an annual subsidy in the amount set forth on Exhibit B, payable in equal quarterly payments on or before the first day of each calendar quarter. Town and Hospital will periodically review and mutually determine the annual Funds amount.

*Town  
attach  
Town  
plan*

#### 5. CLINIC ADVISORY COMMITTEE.

**5.1 Purpose and Role.** The Clinic Advisory Committee (the "Committee") shall be a vehicle by which the parties communicate input and feedback to one another regarding the Clinic to aid in the successful attainment of the purposes of this Agreement. The Committee is not a body of either the Town or the Hospital, and has no formal standing or authority in the governance structure of either party.

**5.2 Composition.** The Committee shall consist of 6 members. The Town shall appoint three Committee members and the Hospital shall appoint three Committee members. It is the intent that the Committee evenly represents the perspectives of both parties to this Agreement, with the Hospital appointees representing the perspective of the care provider and the Town appointees representing the care needs of the community. Community members who are patients of the Clinic and who wish to seeking to bring an issue to the Committee shall be required to sign a consent form, acceptable to the Town and the Hospital, which authorizes the disclosure of confidential information.

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**5.3 Meetings of the Committee.** The members of the Committee shall establish a schedule of meetings to be held at such times and places as reasonably determined by the members of the Committee. Committee meetings are not official Town meetings, nor are they Hospital meetings, and such meetings accordingly may take place at any time(s) and in any location(s) determined to be convenient for Committee members.

## **6. TERMINATION.**

**6.1 Basis for Termination.** This Agreement will terminate under the following conditions:

- 6.1.1 Mutual Agreement. Upon the mutual written agreement by the parties.
- 6.1.2 Unilateral Termination. Either party may terminate this Agreement, effective on June 30th of any year, by providing written notice of termination to the other party at least one year prior to the date of termination.
- 6.1.3 Bankruptcy or Insolvency. Upon the appointment of a receiver to take possession of all or substantially all of the assets of the Hospital, or an assignment by the Hospital for the benefit of creditors, or any action taken or suffered by the Hospital under any insolvency, bankruptcy, or reorganization act, at the option of the Town.
- 6.1.4 Default. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this Agreement at any time after a reasonable opportunity to cure such breach, such opportunity not to exceed 30 days; provided, that if the breaching party, prior to expiration of such time period, has cured the breach, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies.
- 6.1.5 Inability to Staff Clinic with Provider Services. In the event that Hospital is unable to staff the Clinic with provider services following reasonable good faith efforts, Hospital may terminate this Agreement upon written notice to Town.
- 6.1.6 Loss of Rural Health Clinic Status. At the option of Hospital, upon written notice to the Town, in the event the Clinic no longer qualifies as a Rural Health Clinic for reimbursement purposes, or in the event that it becomes reasonably clear that Rural Health Clinic status cannot be maintained. Hospital shall notify the Clinic Advisory Committee in advance of any termination under this Section.

## **7. MISCELLANEOUS.**

- 7.1 Indemnification.** Each party is responsible for all liability and expenses from the negligent or wrongful acts and omissions of itself or its employees and agents and neither party agrees to indemnify the other party for any such act or omission.
- 7.2 Governing Law.** The terms of this Agreement shall be construed and enforced solely in accord with the laws of the State of Wisconsin.
- 7.3 Assignability.** The rights and obligations of the parties under this Agreement are personal as to and between them, and it may not be assigned, transferred or conveyed in any manner by either of the parties without the prior written consent of the other party.

- 7.4 **Waiver.** Waiver by either party of a breach or a violation of any provision or term of this Agreement shall not be construed to be a waiver of any subsequent breach.
- 7.5 **Notices.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing), at the following addresses unless the parties shall otherwise designate in writing:

Hospital

Gerald M. Worrick  
 President  
 Door County Memorial Hospital  
 323 South 18<sup>th</sup> Avenue  
 Sturgeon Bay, WI 54235

Town

James F. Hanson  
 Town Chairman  
 Town of Washington  
 P.O. Box 220  
 Washington Island, WI 54246

- 7.6 **Entire Agreement.** This Agreement and other written agreements referenced herein or executed and delivered by the parties contemporaneously herewith contains the entire agreement and understanding between the parties. There are no other understandings or agreements between them with regard to the Clinic.

The respective parties have executed this Agreement or caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

**TOWN OF WASHINGTON**

By: \_\_\_\_\_  
 James F. Hanson, Town Chairman

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

**DOOR COUNTY MEMORIAL HOSPITAL**

By: \_\_\_\_\_  
 Gerald M. Worrick, President

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

Reviewed and approved as to the legal terms.  MINISTRY HEALTH CARE Legal Services (#7409)
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**EXHIBIT A**  
**LEASE EXHIBIT**

[See, signed lease entered into between the parties as of the Effective Date of this Agreement].

**EXHIBIT B**

**TOWN OF WASHINGTON ISLAND ANNUAL SUBSIDY**

The annual subsidy, commencing January 1, 2015 and for subsequent calendar years until this Exhibit B may be amended by the parties in a signed and dated writing, shall be the amount of \$135,000, payable in quarterly installments.

**SECOND AMENDED AND RESTATED  
LEASE AGREEMENT**

(Medical Office Space — Washington Island)

**THIS SECOND AMENDED AND RESTATED LEASE AGREEMENT** is entered into by and between the **TOWN OF WASHINGTON** (“**Landlord**”) and **DOOR COUNTY MEMORIAL HOSPITAL** (“**Tenant**”), a Wisconsin nonstock, non-profit corporation, effective as of the \_\_\_ day of \_\_\_\_\_, 201\_\_\_ (“**Effective Date**”).

**RECITALS**

- A. Landlord owns medical office space located at **910 Main Road** on Washington Island in the Town of Washington, Wisconsin, and Tenant desires to lease that space from Landlord.
- B. Landlord desires to lease such space to Tenant pursuant to the terms of this Lease.
- C. This Second Amended and Restated Lease Agreement amends and replaces a Lease Agreement between the parties dated July 1, 2001 and an Amended and Restated Lease Agreement between the parties dated July 1, 2006.

**IN CONSIDERATION** of the above recitals and the mutual covenants contained in this Lease, the parties agree as follows:

**1. GRANT OF LEASE.**

- 1.1. Grant of Lease.** Landlord leases to Tenant, and Tenant leases from Landlord, the space described on the attached Exhibit A (the “**Premises**”). The building that includes the Premises, which includes other space not subject to this Lease, is referred to in this Lease as the “**Building**”.
- 1.2. Use of Parking and Common Space.** Tenant, its employees, guests and patients, have the nonexclusive, necessary and reasonable use of any parking lot and common areas, such as a waiting lounge, entrance way, restrooms or hallways that are not included in the Premises, but are adjacent to the Premises or reasonably necessary to fully utilize the Premises (collectively, “**Common Space**”).

**2. TERMS.**

- 2.1. Term.** This restated Lease is effective as of the Effective Date, but is also hereby expressly intended to include and apply to leasing terms and provisions from 12:00 a.m. January 1, 2015 through 11:59 p.m. December 31, 2020 (“**Initial Term**”) unless terminated under Article 17. Following the Initial Term, this Lease shall automatically renew for successive five-year terms, subject to termination as provided under Article 17. The Initial Term and any renewal terms are referred to throughout this Lease as the “**Term**.”

**2.2. Holding Over.** If Tenant continues to occupy the Premises after the expiration of any Term, without any written agreement as to such occupancy, such continued occupancy shall be considered a month-to-month tenancy subject to all terms and conditions of this Lease. During a month-to-month tenancy, the Tenant shall continue to pay Rent, as defined in Section 3, in monthly payments equal to one-twelfth of the annual Rent, on or before the first day of each month. If Tenant continues to occupy the Premises after the expiration of any Term, and is not otherwise in breach, Landlord shall give Tenant at least 60 days' written notice of termination if Landlord wishes to terminate Tenant's tenancy during such holdover period. This section is not an assurance to Tenant by Landlord that Tenant may continue occupancy of the Premises after the expiration of the Term on any basis, nor a waiver of any of Landlord's rights to terminate this Lease and reenter the Premises as provided in this Lease.

**3. RENT.** Beginning on the <sup>Effective</sup> ~~Commencement~~ Date, Tenant shall pay an annual rent as set forth in the Rent Schedule Exhibit B attached to this Lease and incorporated herein ("the Rent").  
**SERVICES AND RESPONSIBILITIES.**

**3.1. Landlord's Services.** The Landlord shall be responsible for providing and paying for all costs associated with the following services, if present and serving the Premises or the Building:

- 3.1.1 Heating, ventilation and air conditioning units and systems serving the Premises and other areas of the Building.
- 3.1.2 Gas, electric, water and sewer to the Premises and other areas of the Building.
- 3.1.3 Boilers, generators, emergency power systems and other fixtures, equipment, units and systems providing services to the Premises and to other areas of the Building.
- 3.1.4 Security and hazard alarm systems.
- 3.1.5 Window cleaning of the Premises and Common Space.
- 3.1.6 Parking lot lighting, surface maintenance and repair, towing of unauthorized vehicles, sweeping and snow plowing, trash disposal of noninfectious waste, landscaping maintenance, security and fire system maintenance and daily janitorial services related to the Building and Common Space (other than the Premises).
- 3.1.7 Landlord shall provide basic janitorial services to the Building and Common Space. Additionally, as and to the extent requested by Tenant from time to time, Landlord shall provide such basic janitorial services to the Premises at the same level and frequency as provided to other parts of the Building and Common Space.
- 3.1.8 License, permit and inspection fees related to the use and operation of the Common Space and Building.

*What is  
Basic*

3.1.9 Capital expenditures to improve the Premises, Common Space or Building which are required under any governmental laws, regulations or ordinances which were not applicable to the Premises at the time of the Commencement Date.

3.2. **Tenant's Services.** Tenant shall be responsible for any janitorial services <sup>3.1</sup> above and beyond those services that Landlord is required to provide under Section 4.1 of this Agreement and all telephone charges related to the Premises. Additionally, Tenant is responsible for proper disposal of biohazardous waste

4. **TAXES.** To the extent applicable, Landlord shall pay all real property taxes levied or assessed and which become payable against the Premises. Tenant shall pay all personal property taxes levied or assessed during the term of this Lease upon Tenant's equipment, furniture, trade fixtures, or other personal property located in the Premises and in the Building.

5. **USE OF PREMISES.**

5.1. **Use.** Tenant may use and occupy the Premises for the operation of a medical clinic in any other manner approved by Landlord.

5.2. **Compliance with Laws.** Tenant shall use and occupy the Premises in a safe, careful and proper manner so as not to contravene any present or future laws, statutes, regulations, codes or ordinances; and is responsible for having all licenses necessary for Tenant's intended use.

6. **REPAIRS AND ALTERATIONS.**

3.1 —  
Tenant's  
6.1. **Landlord Repairs.** Landlord shall maintain the Building, including the Premises; in good condition and repair, and replace the systems, facilities, and equipment necessary for the proper operation of the Building and for the provision of Landlord's services under Section 3.1, as well as to enable Tenant to operate a rural health clinic at the Premises in compliance with regulations and codes applicable thereto. Landlord shall be responsible for and shall expeditiously maintain and repair the foundations, structure, mechanical, electrical and plumbing systems, facilities, equipment, and roof of the Building, access ingress to and egress from the Building and Premises, and repair damage thereto except for damage caused by Tenant negligence. Landlord shall act in good faith in scheduling repairs or improvements to not unreasonably interfere with the business of Tenant, and to provide reasonable notice to Tenant (if feasible) of any interruption or discontinuance of services on account of repairs or maintenance.

6.2. **Alterations by Tenant.** With Landlord's consent and at Tenant's expense, Tenant may from time to time but is not obligated to:

6.2.1 Make repairs, replacements, changes or additions to the structure, systems, facilities and equipment (which is Landlord's property) in the Premises;

6.2.2 Make changes in or addition to any part of the Premises; and

6.2.3 Change or alter the location of Common Space of the Premises.

However, nothing in this Section <sup>6.2</sup>7.2 shall diminish Landlord's responsibilities pursuant to Section 7.1 or any other Landlord obligation in this Lease.

- 6.3. Access by Landlord.** Tenant shall permit Landlord to enter the Premises. Landlord shall, whenever possible, consult with and give reasonable notice to Tenant prior to such entry.
- 6.4. Signage.** Tenant shall be permitted to place on and in the Building signs identifying its business. Such signs may reference "Door County Memorial Hospital," "Door County Medical Center," "North Shore Medical Clinics," "Ministry Health Care," or other signage identifying Tenant as Tenant shall deem appropriate from time to time. Tenant will consult with Landlord and obtain Landlord's approval regarding design and placement of approved signs. Such approval shall not be unreasonably withheld.
- 6.5. Liens.** Tenant shall not encumber the title of the Premises, and any liens upon the Premises arising from an act or omission of Tenant shall be immediately satisfied by Tenant.

## 7. CONDITION OF THE PREMISES.

- 7.1. Condition of Premises.** Tenant shall cooperate with Landlord in maintaining the Premises and all improvements therein and shall not cause any condition or engage in any use that may invalidate the insurance coverage required under Article 6.
- 7.2. Trade Fixtures, Personal Property and Alterations.** Tenant may, with Landlord's consent, install in, and remove from, the Premises trade fixtures and personal property provided that such installation or removal does not damage the Premises nor any part of the Building.

## 8. INSURANCE.

- 8.1. Tenant's Insurance.** During the Term of this Lease, Tenant shall maintain, at its expense, fire, casualty and extended coverage insurance covering the Premises and its contents, and general liability insurance with a combined personal injury and property damage insurance limits of not less than \$1 million for each occurrence and \$3 million in the aggregate, insuring against all liability of Tenant and its representatives arising out of and in connection with Tenant's use or occupancy of the Premises. All policies shall name Landlord as an additional insured and shall be issued by insurance companies licensed to do business in the State of Wisconsin and reasonably acceptable to Landlord. From time to time at Landlord's request, Tenant shall provide Landlord copies of such policies or certificates of insurance and copies of all renewal policies when issued.
- 8.2. Landlord's Insurance.** Landlord shall procure and maintain in force throughout the term of this Lease public liability insurance covering the Building with limits of not less than \$1 million for each occurrence and \$3 million in the aggregate, and extended coverage casualty insurance covering the Building and improvements comprising the Premises against loss or damage by fire and other hazards insurable by an extended coverage fire insurance policy. Said insurance shall be not less than an amount equal to the replacement cost of the Building.

- 8.3. **Waiver of Subrogation.** So long as their respective insurers so permit, Landlord and Tenant mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, all risk or other insurance now or existing for the benefit of the respective party but only to the extent of the insurance proceeds payable under such policies. Landlord and Tenant shall, upon the reasonable request of either, each obtain any special endorsements required by their insurers to evidence compliance with the foregoing waiver.
- 8.4. **Own Acts.** Except as set forth in this Lease, each party is responsible for all acts and omissions of itself and its guests, invitees and employees, and neither party agrees to indemnify the other party for those acts or omissions. However, this provision does not constitute a waiver by any party of any right to indemnification, contribution, subrogation, or other remedy available to that party at law or in equity.

## 9. ASSIGNMENT AND SUBLETTING.

- 9.1. **Prohibitions.** Tenant may not assign, sell, pledge, mortgage, encumber or in any manner transfer this Lease or any interest therein; however, Tenant may assign this Lease to a parent, subsidiary or other affiliate of Tenant without Landlord's consent.
- 9.2. **Assignment Terms.** Any assignment of this Lease under Section ~~10~~<sup>9.1</sup> shall incorporate this Lease in its entirety and be subject to its terms. Any consent by Landlord to any other assignment of this Lease or to a subletting of the Premises will not operate as a waiver of Landlord's rights under this Article ~~10~~<sup>9</sup> as to any subsequent assignment or subletting, nor release Tenant of any of its obligations under this Lease, nor be construed or taken as a waiver of any of Landlord's rights or remedies under this Lease.
- 9.3. **Tenant's Obligations Continue.** No assignment permitted under this Article ~~10~~<sup>9</sup> will in any way release or relieve Tenant of its obligations under this Lease unless such release or relief is specifically granted by Landlord to Tenant in writing.

## 10. SURRENDER.

- 10.1. **Fixtures and Improvements.** After the expiration or other termination of the Term, all fixtures and improvements installed by Tenant will become the property of Landlord, provided, however, that Tenant may remove Tenant's fixtures and equipment if such removal does not cause undue harm to the Premises and Tenant is not in breach under this Lease, and provided further that Tenant promptly repairs any damage to the Premises or the Building caused by such removal.
- 10.2. **Merger.** The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord will, at Landlord's option, operate as an assignment to Landlord or termination of all or any assignments, subleases or subtenancies.

11. **RULES AND REGULATIONS.** Landlord reserves the right to adopt and notify Tenant of reasonable rules and regulations for the safety, benefit, and convenience of all persons in the Building ("Rules and Regulations"). Tenant agrees to comply with the Rules and Regulations, as adopted or amended by Landlord from time to time. Tenant shall at all times comply with, and shall cause its employees, agents, licensees and invitees to comply with, the Rules and

Regulations from time to time in effect.

12. **EMINENT DOMAIN.** If all or any part of the Premises are taken by any public or quasi-public authority under its power of condemnation, this Lease shall terminate as of the date possession is taken by the acquiring authority, and the Rent will be apportioned accordingly. Landlord is entitled to any and all income, Rent, award or any interest thereon whatsoever which may be paid or in connection with any such taking, and Tenant assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant, and Tenant will make no claim against Landlord for the value of the unexpired Term.
13. **DAMAGE BY FIRE OR OTHER CASUALTY.**
- 13.1. **Damage to Premises.** If all or part of the Premises are rendered untenable by damage from fire or other casualty, Landlord has the right to decide whether to repair the Premises.
- 13.2. **Abatement.** If Landlord elects to repair damage to all or part of the Premises under Section 14.1, the Rent payable by Tenant shall be proportionately reduced to the extent that the Premises are rendered unusable by Tenant from the date of such casualty until completion by Landlord of the repairs to the Premises.
- 13.3. **Termination Due to Damage.** If Landlord elects not to rebuild the Premises or repair the damaged part of the Premises, this Lease terminates as of the date of such casualty by written notice delivered to Tenant. In such event, the parties shall in good faith work together to mutually locate an alternative space for the medical office on substantially the same terms and conditions of this Lease, adjusted appropriately for differences between the Premises and the alternative space.
14. **TRANSFERS BY LANDLORD.**
- 14.1. **Sales, Conveyance and Assignment.** Nothing in this Lease restricts the right of Landlord to sell, convey, or otherwise deal with the Premises or any part of it.
- 14.2. **Effect of Sale, Conveyance or Assignment.** A sale, conveyance, or assignment of the Premises will release Landlord from liability from and after the effective date thereof from all of the covenants, terms and conditions of this Lease, express or implied, except as such may relate to the period prior to such effective date. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant shall attorn to Landlord's successor in interest.
- 14.3. **Subordination.** This Lease is subject and subordinate to: (i) easements or restrictions of record and (ii) the lien of any mortgage which may now or in the future be placed upon the Premises and the Building, and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extensions, modifications or replacements thereof.
- 14.4. **Execution of Instruments.** The subordination and attornment provisions of this Article shall be self-operating and no further instrument shall be required. Nevertheless, Tenant shall execute and deliver any and all instruments further evidencing such subordination and attornment as requested by Landlord.

15. **NOTICES.** Any notice from one party to the other under this Lease shall be in writing, addressed to the President or highest ranking officer of the other party, and shall be effective on the date of mailing, postage prepaid, or on the date of personal delivery.

16. **TERMINATION.**

16.1. **Basis for Termination.** This Lease will terminate under the following conditions:

16.1.1 Upon the mutual written agreement by the parties.

16.1.2 Either party may terminate this Agreement, effective on June 30th of any year, by providing written notice of termination to the other party at least one year prior to the date of termination.

16.1.3 Upon the appointment of a receiver to take possession of all or substantially all of the assets of the Tenant, or an assignment by the Tenant for the benefit of creditors, or any action taken or suffered by the Tenant under any insolvency, bankruptcy, or reorganization act, at the option of the Landlord.

16.1.4 In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this Agreement at any time after a reasonable opportunity to cure such breach, such opportunity not to exceed 30 days; provided, that if the breaching party, prior to expiration of such time period, has cured the breach, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies.

16.1.5 Upon the termination of the Second Amended and Restated Medical Clinic Agreement dated effective as of the Effective Date hereof, between the Town of Washington and Door County Memorial Hospital.

17. **MISCELLANEOUS.**

17.1. **Applicable Law and Construction.** The laws of the State of Wisconsin govern this Lease notwithstanding the conflict of laws provisions. The captions of the Sections are included for convenience only, and shall have no effect upon the construction or interpretation of this Lease.

17.2. **Entire Agreement.** This Lease and Exhibit A and such other documents as referred to in this Lease contain the entire agreement between the parties with respect to the subject matter of this Lease.

17.3. **Amendment or Modification.** Unless otherwise specifically provided in this Lease, no amendment, modification, or supplement to this Lease will be valid or binding unless set out in writing and executed by the parties.

17.4. **Severability.** If any provision of this Lease is or becomes invalid, void, illegal or not enforceable, it will be considered separate and severable from the Lease and the remaining provisions will remain in force and be binding upon the parties as though such provision had not been included.

**17.5. No Implied Surrender or Waiver.** No provisions of this Lease will be deemed to have been waived by the parties unless the waiver is in writing and signed by both parties; provided, however, that no waiver shall be deemed or construed as a future or continuing waiver of any term or condition. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

**TENANT:**

**LANDLORD:**

**DOOR COUNTY MEMORIAL  
HOSPITAL**

**TOWN OF WASHINGTON ISLAND**

By: \_\_\_\_\_  
Gerald M. Worrick, President

By: \_\_\_\_\_  
James F. Hanson, Town Chairman

Reviewed and approved as to the legal terms.  
 **MINISTRY HEALTH CARE**  
Legal Services (W 7410)

**EXHIBIT A****PREMISES**

“The Premises” is a suite of offices serving as the Washington Island Clinic and located in the Community Center, a building owned by the Town situated on the southeast corner of the intersection of Main Road and Lakeview Road. It is approximately 1,500 square feet in area and consists of a waiting area, receptionist and office area, provider’s office, examining rooms, administrator’s office, lab and dispensary, hallways and janitor’s closet, toilet room, and storage space.

**EXHIBIT B  
RENT SCHEDULE**

**Initial Term**

Lease Year	Annual Rent	Quarterly Installment of Rent
1/1/2015 – 12/31/2015	\$20,000	\$5,000
1/1/2016 – 12/31/2016	\$20,000	\$5,000
1/1/2017 – 12/31/2017	\$20,000	\$5,000
1/1/2018 – 12/31/2018	\$20,000	\$5,000
1/1/2019 – 12/31/2019	\$20,000	\$5,000
1/1/2020 – 12/31/2020	\$20,000	\$5,000

The Rent is payable in four equal quarterly payments, on or before the first day of each calendar quarter. Rent for a partial calendar quarter shall be prorated on a daily basis. Rent during Renewal Periods will be as mutually agreed by the parties and will be reflected in an updated Rent Schedule, which will bear an effective date and be signed by the parties.