SCOTT WALKER
OFFICE OF THE GOVERNOR
STATE OF WISCONSIN

P.O. BOX 7863
MADISON, WI 53707

August 20, 2012

Joel Gunnlaugsson, Chair
Town of Washington
910 Main Road
Washington Island, WI 54246

Copy all
8/22/2012

Dear Chairman Gunnlaugsson:

Thank you for contacting my office in regard to the current depths of the federal navigation channel at Detroit Harbor of the Town of Washington. I appreciate you contacting me on this matter, as I understand that many Wisconsin citizens, specifically in the Town of Washington, are particularly interested in this issue and its impact on local communities.

As you know, the Town of Washington's initial Wisconsin Harbor Assistance Program (HAP) grant application of $7.6 million was not selected for funding in the February 1, 2012 application cycle by the Harbor Advisory Council (Council). However, the next round of projects will likely be submitted in early 2013 for consideration by the Council. Most recently, on June 22nd, representatives of my Administration and federal agencies, along with representatives of State Senator Frank Lasee and State Representative Gary Bies, met with Town officials and stakeholders to discuss possible pathways moving forward.

Although the channel is currently passable, I understand the severity of the situation and potential risks to the Town's residents, economy and infrastructure should water levels continue to drop. That is why my Administration, specifically the Wisconsin Department of Transportation (WisDOT), the Department of Administration's (DOA) Coastal Management team, and the Wisconsin Sea Grant Advisory Services Team have been involved in working with you and the Town of Washington to further develop and strengthen the Town's application for future HAP grant cycles and potentially other federal funding programs. In addition, we are currently assisting the Town to address the issues raised by the Council when considering the project and developing options for possible funding alternatives.

Again, thank you for contacting my office on this important matter. My Administration looks forward to continuing our efforts and work with the Town of Washington towards a suitable outcome of this situation.

Sincerely,

Scott Walker
Governor

cc: Ron Johnson, Senator, United States
Herb Kohl, Senator, United States
Reid Ribble, Representative, United States
Frank Lasee, Senator, State of Wisconsin
Garey Bies, Representative, State of Wisconsin
Mark Gottlieb, Secretary, Wisconsin Department of Transportation

RECEIVED
AUG 28 2012

The Steinbrechers
2013 Castlewood Road.
Highland Pk., IL 60035
Fax: 847-831-0468
Ph: 847-579-1225

Town of Washington
C/O Joel Gunnlaugsson
Town Chairman
P.O. Box 220
Washington, Island, WI
54246

Put in TBM Mailboxes & Walt
8/28/12

Dear Mr. Gunnlaugsson:

We haven't met but my wife and I have been a part of the island for many years: I, as a vacationer since the 1960's and both of us as a couple since1992. We spend much of the summer at our cottage on Pedants Lane.

One of the most important features of the island for us is the airport. It allows us to fly to the island in two hours as opposed to about 5 ½ by car. For more than a decade we have had a year round parking spot at the airport for our island car, a veteran 1985 AMC Eagle; a vehicle we take great care of– which leads me to the point of this letter.

A couple of weeks ago when we arrived at the airport I went to get the Eagle and discovered that the left rear hubcap had been stolen. Clearly it had been pried off of the wheel. I was annoyed and saddened by this, of course, and asked the airport manager who happened to be on site if there had been any other reports of missing parts to other parked cars. He said no but then went on to tell me a hair-raising story.

It seems that a while ago an airplane on our airport had been vandalized: a significant amount of aircraft fuel had been stolen from its tanks. I was stunned. "On *Washington Island*?!"

But that wasn't all –

He also said that a year or so ago a plane parked at Washington Island airport had *all* of its fuel stolen. Worse, since there is no aircraft fuel available at 2P2, the hapless pilot had to find a way to go off island to the nearest airport with *gas cans*.

Needless to say, this is outrageous. But, as a pilot who parks a plane at W.I. Airport (2P2), *chilling*.

Why?

Since there is no fuel at 2P2, like other pilots any flight I make to Washington Island always starts off with full fuel tanks. That way I know I will have more than enough fuel to reach Sturgeon Bay, Manitowoc or a similar airport to refuel on the way home.

Airplane fuel gauges can be untrustworthy. so pilots often calculate how much fuel we have left in our plane by how much time we have flown. E.g., my plane holds 50 gallons of fuel. It uses about 10 gallons per flight hour. Since it takes me two hours to get to Washington Island, the plane will use 20 gallons. So I have 30 gallons left over which means 3 hours of flight time left (Manitowoc is about 40 minutes). Yes, I could dip my fuel tanks when leaving 2P2, but why would there be any reason to if I know how much fuel the plane has used?

But what happens if someone steals say, 25 gallons? The plane may get off the ground but will run out of fuel quickly. So now there is a serious emergency. That plane is definitely going down somewhere and most likely not an airport. Maybe a field or Lake Michigan or possibly a house —

Well, you can see where all this is going.

Vandalizing an aircraft is a federal offense and a liability nightmare. I understand that your town board is considering security cameras at the airport. I strongly urge you to move swiftly on this and get those cameras installed.

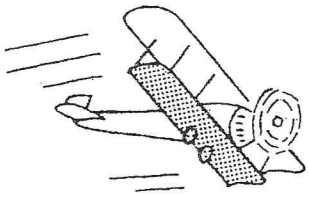
I also call on you to immediately post signs that urge the pilot population to check their fuel level – and include why. Yes, I know that will suggest to people that there is a problem at 2P2. Well, there is. But much less of a problem than that of a plane which runs out of fuel over Deaths Door.

As for me, because now I know what's going on at 2P2, I will *always* dip my fuel tanks before departing Washington Island Airport. Please make sure that other pilots know too.

Respectfully,

Richard Steinbrecher

Washington Island Airport



Walter Nehlsen, Manager • 920-847-2448

9/10/2012

To: Chairman Joel Gunnlaugsson
Supervisor Liz Holmes
Supervisor Randy Sorensen
Supervisor Tom Jordan
Supervisor Kirby Foss

Copy in all Board Member's Mailboxes 9/11/2012

My thoughts:

When I took over as Airport Manager, we had one runway, casually mowed and the rest of the property was weeds and tall grass. Since then, with new equipment and the hard work of the town crew and investments from the FAA and BOA, we have one of the nicest airports in the state.

Now looking so nice, everyone has decided this would be a great recreational spot. In addition to the recent DDBBQ, someone has decided to hold a Cancer Run at the airport in May of 2013.

However, this is not compatible with an airport as was noted with the recent DDBBQ gathering. While the BBQ was a great success, it interfered with the airport operation. One case in point were people parking north of McDonalds' on Airport Road and walking across the active runway and airfield to get to the meet.

If the Board wants to make this beautiful corner, a recreational spot, then they should closed the airport altogether and revert back to 1939 when it was a private airport for local flyers only and not have to negotiate with the FAA. Further discussion needs to take place before any more events are considered or approved.

I hope this will set some light on my dilemma.

Sincerely,

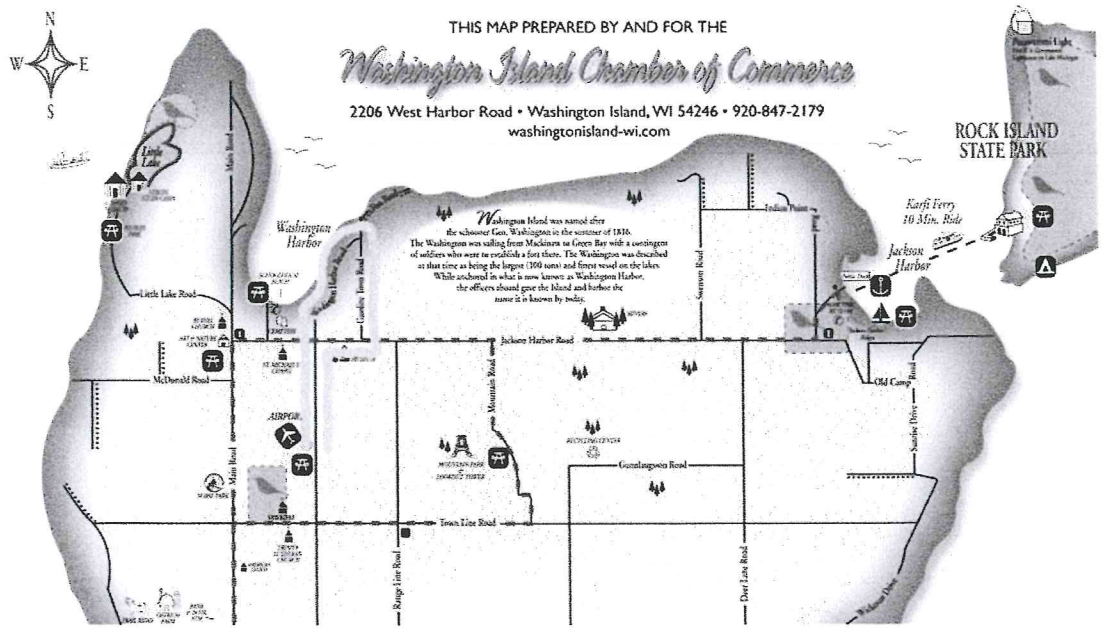
Walt Nehlsen
Airport Manager

2013?

Airport proposal:

I am planning a run/walk to benefit cancer; the event will be taking place on May 18, 2012 at 10:30 a.m. When looking at our many options for course locations, my committee and I considered the issues of parking, space to set up tents and place porta-toilets, and electricity availability. We decided upon a course beginning near the airport because the airport can accommodate all of our space needs.

Below is a map of the island; on this map I have colored along the edge of the roads we will be using as a course. This is the course we intend to use if permission is granted to use the airport as a home base for our operation.



Race Specifics:

- Who: The run is being directed by me, Jesse Hansen. To accomplish this run/walk, I am working with community members: Terry Henkel, Heidi Gilbertson, and Kirsten Purington.
- What: The run/walk is going to be both a 2k which is equal to 1.24 miles, and a 5k which is equal to 3.106 miles.
- When: May 18, 2012 at 10:30 a.m.
- Where: The course starts near the entrance to the airport, goes north on Airport Road, then follows Washington Harbor, on to Gasoline Town Road, then west on Jackson Harbor Road, and then south on Airport Road till reaching the finish near the airport.
- Why: There are multiple reasons for putting on this race. On the island, just like any other community, cancer is a big part of many people's lives. The goals behind this

run/walk are: bring the community together behind the cause of supporting cancer victims, increase awareness of cancer, remember those people that have lost the battle with cancer as well as those who are still fighting, and Lastly, to raise funds for the American Cancer Society.

- In no way do we plan on inhibiting the everyday functions of the Airport.
    - What our use of the Airport would include.
        - Space to set up a medium sized tent (In proportion with the size of the REC Run's main tent. (This is a very rough guess at the size of the tent, 45'x25').
        - Space to set up two or three small tents (Each roughly 10'x8')
        - Area to park cars.
        - Use of a very small amount of electricity (As of right now all I can foresee is a outlet for extension cord to keep a laptop charged. If use of electricity isn't possible it can be worked around)

Joel Gunnlaugsson <joelgunnlaugsson@gmail.com>

Fwd: Gislason Beach Renovation Project

Joel Gunnlaugsson <joelgunnlaugsson@gmail.com> Thu, Sep 13, 2012 at 10:52 AM
To: chairman@washingtonisland-wi.gov

Sent from my iPhone

Begin forwarded message:

> **From:** Bill Benson <bdbens2@gmail.com>
> **Date:** September 13, 2012 10:43:13 CDT
> **To:** Joel Gunnlaugsson <joelgunnlaugsson@gmail.com>
> **Subject: Gislason Beach Renovation Project**
>
> Joel,
>
> At the recent joint meeting of the Red Barn and the Community Center Committees it was approved to recommend to the Washington Island Town Board that they appropriate the funding necessary to go forward
> with the Gislason Beach Rejuvination Project as outlined by Miller Engineering. We feel that this project will be an enhancement to the Community and to the Island.
>
> Bill Benson
> President--Community Center Committee

Joel Gunnlaugsson <joelgunnlaugsson@gmail.com> Fri, Sep 14, 2012 at 3:21 PM
To: chairman@washingtonisland-wi.gov

[Quoted text hidden]

To: Members of the Washington Island Town Board

From: Washington Island Parks Committee

Date: September 7, 2012

Re: Recommendation for funding improvements to Gislason Beach

At a meeting on September 4, 2012, members of the Parks Committee voted unanimously to recommend that the Town Board authorize the funds necessary to implement improvements currently under consideration to make Gislason Beach usable for swimming and more accessible for kayaking.

The Parks Committee thanks the members of the Town Board for their ongoing commitment to Washington Island's parks and their improvement.

SMITHGROUPJJR

August 28, 2012

Joel Gunnlaugsson, Town Chair
Town of Washington Island
910 Main Road
Washington Island, WI 54246

Re: Proposal for Harbor Master Plan for Detroit Harbor at Washington Island - REVISED
SMITHGROUPJJR Number: SM602.W3J

Dear Mr. Gunnlaugsson:

Please find below for your consideration a proposal from SmithGroupJJR (SGJJR) and our partner Foth Environment and Infrastructure (Project Team) to develop a Harbor Master Plan for Detroit Harbor at Washington Island, Wisconsin.

INTRODUCTION

We understand the Town of Washington Island (Client) intends to complete a Harbor Master Plan (Plan) for Detroit Harbor. The project boundary as discussed at the meeting with the Town Board on February 27, is shown on Attachment B. We propose to develop a Harbor Master Plan to provide a framework to strategically address challenges and opportunities, provide a conceptual cost estimate for proposed Phase I project improvements, and provide recommendations for funding the implementation of the plan. More specifically, the Plan will address a number of issues and opportunities including the following:

- Promote tourism and development without compromising the historic character and charm of the island or sensitive natural resources;
- Provide guidance for a safe, usable and attractive port;
- Prioritize projects for harbor development, expansion, improvement and rehabilitation;
- Evaluate access to public shoreline for recreation, including piers, launches and harbors;
- Accommodate the planned harbor dredging;
- Provide development guidance for "Core Development Areas" including Main Road, the Ferry Dock area, and Gislason Beach;
- Support maritime-related businesses and tourism;
- Identify a funding strategy for implementation;
- Provide a final product consistent with expected funding source for the Plan (Wisconsin Coastal Management Program), and planned dredging (WisDOT Harbor Assistance Program);
- Complement the Washington Island Comprehensive Outdoor Recreation Plan 2011-2015;
- Complement the Door County Comprehensive Plan 2030.

SCOPE OF WORK

Phase I – Site Analysis

1. Data Collection: The Project Team will secure background GIS data available through Door County and pay the required data charge. The Client will provide any other available data at no charge to the project team for our review and use. Our team will use this data to generate project base maps described under Task 2. We anticipate available data to include the following:
    - Orthophotography;
    - Bathymetric survey and land topography;
    - Property boundary information;
    - Utilities;
    - Environmental data including land use/land cover, wetlands, hydric soils, floodplain boundaries, known sensitive natural resources, etc.;

- Wind, wave and sediment migration data;
- Geotechnical data characterizing the water depth and lake bed composition;
- USACE harbor conditions survey;
- Roads, trails, greenways, parks;
- Mapping identifying mooring field boundaries;
- Water quality data;
- Previous plans and studies;

Deliverable: List of Data

2. Base Map: The project team will use data described above to create a draft base map to serve as the base for subsequent concepts. At a minimum, the base map will indicate the approximate planning boundary, private versus public property, roadways, available water depths and topography, the general massing and location of existing buildings and structures, and schematic information regarding opportunities and constraints.

   Deliverable: Draft Base Map as described above, 1 presentation board

Phase II – Planning Workshop

3. Design Workshop: In order to maximize interaction between the design team and the Client, the team will hold an intensive 3-day design workshop on the Island. On the **first day**, the project team will attend a kickoff meeting with the Client's Steering Committee to clarify project objectives, schedule, and deliverables. We will outline project goals, expectations and programming, and begin a discussion of specific issues, concerns and ideas related to improvement and enhancement of the harbor. We will then tour the harbor area with the Client to field verify mapped and printed data and begin to develop a better understanding of actual conditions on the ground. As identified during the project planning meeting, the workshop will specifically address redevelopment study zones at the Ferry Dock and at the south end of Main Road, as shown on Attachment B.

   Stakeholder Meetings: The project team will then spend up to two days conducting interviews with stakeholders as identified by the Client to gain feedback on initial ideas, ask questions and clarify issues about area-wide needs and desires, and identify potential concerns or elements requiring further study. A stakeholder is one who can directly influence the project through: a.) controlling land in the project area; b.) influencing the implementation of the plan; or c.) influencing the derailment of the plan. Potential stakeholders include: regulators and funders (USACE, WDNR, EPA, US FWS), the ferry operators and other business owners, residents, city officials and special interest groups (conservation, recreation, etc.). Our intent is to gain feedback and information on topics such as: transient and resident boating needs; land-side support facilities and peripheral amenities; pedestrian and bicycle circulation, public access and safety; potential redevelopment activities; transportation issues (ferry queuing, traffic patterns, parking, mooring, safe separation); and needs of other users. Note, Client will be responsible for arranging stakeholder meeting times.

   Preliminary Consensus Plan: On the evening of the **second day** and during **day three** of the workshop, our team of experts will summarize the results of the stakeholder meetings for the Client; begin to explore with the Client a broad range of ideas and issues using hand drawn plans and graphics; and develop a spectrum of alternatives from minimal modifications to large-scale improvements and enhancements. The evening meeting will be open to the public in accordance with the WCMP grant application. Throughout the process, we will evaluate the pros and cons of proposed solutions, and will get consensus as to the alternative to carry forward as the Master Plan. By the end of the third day, the Client will have given our team clear direction for the development of the Master Plan document as described below.

Deliverables: Notes and Annotated Drawings from Stakeholder Meetings, Meeting Minutes, Preliminary Consensus Harbor Master Plan Graphics

Phase III – Harbor Plan

4. Draft Harbor Master Plan Document: The project team will consolidate the graphics generated during the planning workshop into the Harbor Master Plan Summary Document. The document will include a graphic summary of existing conditions, opportunities and constraints, and will address those results from the stakeholder meetings that the Client has advised us to incorporate.

   Using a combination of text and graphics, we will prepare a draft framework plan that summarizes project goals and objectives, documents the planning process, and identifies / prioritizes specific projects within the harbor study area and an implementation / funding strategy. For up to three projects identified for first phase implementation, we will develop an order of magnitude opinion of probable construction cost.

   The plan will consider:
   - Dock and ferry terminal facilities;
   - Boat launching and handling facilities;
   - Mooring field and dockage slip layouts, including seasonal and transient facilities;
   - Recommended coastal shoreline or protection improvements;
   - Support facilities;
   - Circulation and parking configurations;
   - Public amenities such as access points, paths, walkways and overlooks;
   - Concepts for Core Development Areas;
   - An evaluation of permitting needs;
   - Opinion of probable construction cost for up to 3 priority projects.

   Deliverable: Draft Harbor Plan, digital pdf copy via email

5. Final Harbor Plan: The project team will hold a teleconference with the Client Steering Committee to discuss the Draft Harbor Plan. Based on the feedback received from the committee, the project team will incorporate comments and provide the Client with the final Harbor Plan. One bound and one unbound copy will be provided, as well as web and print quality PDF versions.

   Deliverable: One bound and one unbound copy of the final Harbor Master Plan report document, accompanied with a CD containing digital files (Adobe pdf)

SPECIAL CONDITIONS

- The Client will provide, to the best of their knowledge, all pertinent background information as identified under Task 1.
- The Master Plan is based on our experience and data provided to Project Team by the Client. We will not collect any original data outside of site visits described in the proposal.
- The Client will identify a single point of contact from which SGJJR will take direction for administrative matters such as contracting.
- The Client will select and organize a project Steering Committee of no more than nine people capable of making decisions about desired waterfront uses/activities.
- The Client and project Steering Committee will identify key stakeholders to involve throughout the project.
- The Client will develop all associated mailing lists, public meeting notices, and provide all other corresponding meeting coordination as needed and required.
- The Client will schedule meeting rooms and necessary meeting equipment.

- The Client and/or project Steering Committee will provide routine updates to committees, boards and commissions as necessary throughout the process.

SCHEDULE

The project team is prepared to execute and complete services outlined in this proposal within two months following our receipt of a signed copy of this contract. We understand that if the WCMP program grant is used to fund the study, the study must be completed between July 1, 2012 and June 30, 2013, based on grant conditions.

REMUNERATION

Basic Services

SGJJR will bill on a percent complete basis for a total lump sum fee of $30,000, inclusive of expenses.

Extra Services

SGJJR would be pleased to complete additional work outside the scope of this contract on a time and materials basis in accordance with the attached rate sheet at the explicit request of the Client.

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the CLIENT's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the CLIENT shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with SGJJR.

Thank you again for this opportunity and please do not hesitate to call if you have any questions about the enclosed materials.

Sincerely,

William Brose

Bill Brose
Vice President
SmithGroupJJR

Enclosures

Exhibit A: Contract for Professional Services
Exhibit B: Standard Fee and Reimbursable Schedule

ACCEPTED

_____
Signature Date

_____
Printed Name Title

SMITHGROUPJJR

EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES

SmithGroupJJR hereinafter referred to as "SGJJR" and the Town of Washington, hereinafter referred to as "CLIENT", agree as follows:

I. SERVICES

SGJJR agrees to provide the professional services, as described in the preceding SCOPE OF SERVICES, hereinafter referred to as "SERVICES".

II. COMPENSATION TERMS

A. Method of Payment

1. Payments on account of SGJJR's SERVICES shall be made monthly in proportion to services performed upon receipt of invoice. Balances remaining unpaid after thirty (30) calendar days are subject to a monthly finance charge of 1percent (12percent annually) until paid.

2. SGJJR reserves the right to suspend work on the project at such time as payment for professional services has become delinquent for sixty (60) calendar days through no fault of SGJJR. In the event that SGJJR shall be successful in any suit for damages for breach of this agreement, including non-payment of invoices, SGJJR shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

3. SGJJR reserves its right to file a Mechanic's Lien against the property of the CLIENT for which professional services are being performed in the event the SERVICES performed on behalf of the CLIENT are not paid for in accordance with the terms of this agreement.

B. Subsequent Taxes or Fees

Any taxes or fees, enacted by local, state or federal government subsequent to the date of this contract, and based on gross receipts or revenues will be added to amounts due under this AGREEMENT, in accordance with any such fees or taxes.

C. Extra Services

Services in addition to those described as Basic Services in the preceding SCOPE OF SERVICES are to be compensated at the hourly rates noted, and for related reimbursable expenses, in accordance with SGJJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by SGJJR.

III. SCHEDULE

SGJJR is prepared to immediately initiate the Basic Services upon receipt of a signed copy of this AGREEMENT. The preceding SCHEDULE provides a more detailed description of the project schedule.

IV. CLIENT RESPONSIBILITIES

A. The CLIENT will provide promptly full information regarding the requirements for the project.

B. The CLIENT will designate a single representative to act in its behalf relative to the project. The CLIENT's representative shall examine documents submitted by SGJJR and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of SGJJR's services. SGJJR shall proceed with services only upon specific written request by the CLIENT's representative.

C. The CLIENT agrees to report promptly in writing to SGJJR any fault or defect in SGJJR's services or nonconformance with the provisions of this contract.

D. The information, surveys, documents and all other services furnished by the CLIENT and the CLIENT's consultants and contractors shall be provided to SGJJR at the CLIENT's expense. The CLIENT agrees that SGJJR is entitled to rely upon the accuracy and completeness of the information provided to SGJJR by the CLIENT and the CLIENT's consultants and contractors. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold SGJJR, its agents and employees, and SGJJR's subconsultants, harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT and the CLIENT's consultants and contractors to SGJJR.

E. Drawings and specifications prepared under this AGREEMENT should be used only for the project for which they are made. Drawings and specifications shall not to be used by the CLIENT on other projects or extensions to this project without the prior written authorization by SGJJR. The CLIENT shall give appropriate acknowledgement that SGJJR shall be held harmless from any and all actions resulting from such use.

V. TERMINATION OF AGREEMENT

Either the CLIENT or SGJJR may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The CLIENT shall within ten (10) calendar days of termination pay SGJJR for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

VI. ASSIGNMENT

It is mutually understood and agreed that this AGREEMENT shall be binding upon the CLIENT and its successors and assigns and upon SGJJR, its successors and assigns. Neither party shall assign nor transfer its interest in this AGREEMENT or any part thereof, without the written consent of the other party.

VII. INDEMNIFICATION

A. SGJJR agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by SGJJR's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom SGJJR is legally liable.

B. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold SGJJR harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions, and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

C. SGJJR is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT's own negligence.

VIII. LIMITATION OF LIABILITY

A. It is agreed that in the event that claims for damages are made regarding the performance by SGJJR of this contract for services, any and all damages shall be limited to the total fees paid to SGJJR under the contract. Moreover, it is agreed that any and all claims against SGJJR arising out of performance of this contract shall be brought within one year of the completion of the contract by SGJJR. Finally, it is agreed that a claim shall not be asserted against SGJJR unless a written opinion is first obtained from a licensed professional of the same discipline attesting to the meritoriousness of the claim.

B. Notwithstanding any other provisions of this AGREEMENT, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or SGJJR, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

C. Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or SGJJR. SGJJR's SERVICES under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have a claim against SGJJR because of this AGREEMENT or the performance or nonperformance of SERVICES hereunder.

IX. GENERAL COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

A. The validity of this AGREEMENT, its interpretation and performance shall be governed exclusively by the laws of the State of Wisconsin.

B. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and SGJJR agree that all disputes between them arising out of relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

C. The CLIENT and SGJJR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

X. MODIFICATIONS

Modifications to this AGREEMENT shall be made only by the mutual written consent of the parties hereto.

XI. ELECTRONIC MEDIA

Because data stored on electronic media can deteriorate undetected or can be modified without SGJJR's knowledge, the CLIENT agrees that SGJJR will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic file(s). Any drawings produced from the electronic file(s) provided by SGJJR shall not be considered property of SGJJR, nor will SGJJR be held liable for such drawings. All drawings produced from the electronic files should be checked against the hard copy supplied to ensure accuracy and consistency.

XII. ACKNOWLEDGEMENT

SGJJR shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit and acknowledgement shall be defined as being named by the CLIENT or their agent on project identification boards, published articles, promotional brochures, and similar communications.

XIII. CHANGED CONDITIONS

It is acknowledged that the services provided by SGJJR are premised upon conditions and circumstances existing as of the date of this agreement. It is also acknowledged that these conditions and circumstances may change as a result of state or Federal action, legislation or regulation. Therefore, the CLIENT releases and agrees not to sue SGJJR, its agents, parent corporation, or employees for any claims, damages, costs, penalties or cause of action which the CLIENT has or may in the future have, as a result of penalties, costs or damages incurred due to any requirements, restrictions or prohibitions imposed upon the CLIENT, including upon the use of property, by the governments of the State in which the property or project is located and/or the United States of America.

XIV. SEVERABILITY AND SURVIVAL

Any provisions of this AGREEMENT later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and SGJJR shall survive the completion of the services hereunder and the termination of this AGREEMENT.

XV. WAIVER

The failure at any time to enforce any provision of this AGREEMENT or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this AGREEMENT.

XVI. EXTENT OF AGREEMENT

This AGREEMENT, and any additional or supplementary documents incorporated herein by specific reference, represents the complete and integrated agreement between the CLIENT and SGJJR, and supersedes all prior negotiations, representations or agreements, either written or oral.

SMITHGROUP JJR

Standard Fee and Reimbursement Schedule
Madison, Wisconsin
April 01, 2012

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 4	$205.00/hour
Principal/ Level 3	$190.00/hour
Principal/ Level 2	$165.00/hour
Principal/ Level 1	$155.00/hour
Professional Staff/ Level 10	$155.00/hour
Professional Staff/ Level 9	$135.00/hour
Professional Staff/ Level 8	$120.00/hour
Professional Staff/ Level 7	$115.00/hour
Professional Staff/ Level 6	$105.00/hour
Professional Staff/ Level 5	$95.00/hour
Professional Staff/ Level 4	$90.00/hour
Professional Staff/ Level 3	$85.00/hour
Professional Staff/ Level 2	$80.00/hour
Professional Staff/ Level 1	$75.00/hour
Technical Staff/ Level 2	$80.00/hour
Technical Staff/ Level 1	$65.00/hour

These billing rates are subject to semi-annual review and revision.

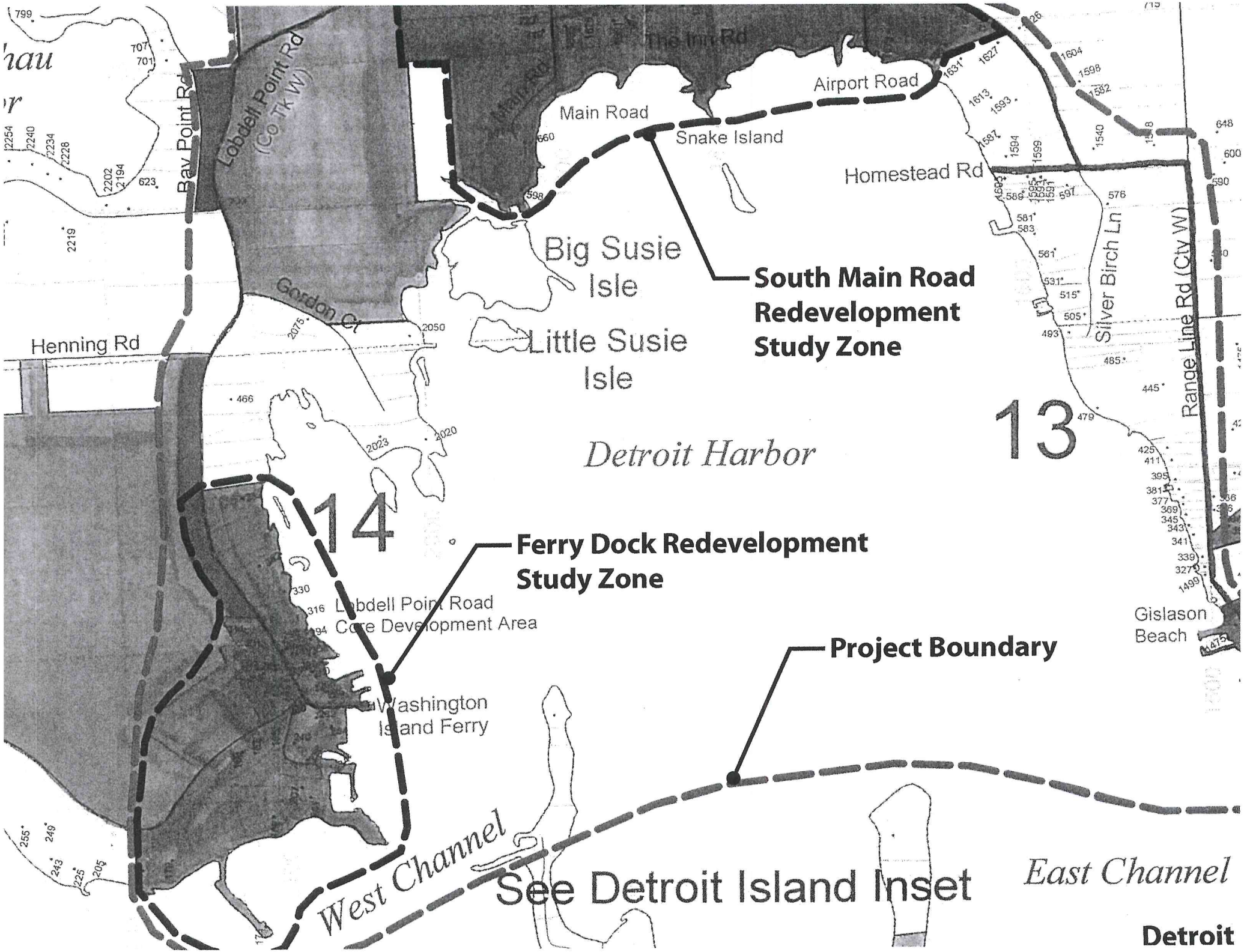
A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	$0.555/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.


South Main Road Redevelopment Study Zone
Ferry Dock Redevelopment Study Zone
Project Boundary
13
14
Detroit Harbor
West Channel
East Channel
See Detroit Island Inset
Detroit
Big Susie Isle
Little Susie Isle
Snake Island
Main Road
Airport Road
Homestead Rd
The Inn Rd
Lobdell Point Rd (Co Tk W)
Bay Point Rd
Gordon Ct
Henning Rd
Silver Birch Ln
Range Line Rd (Cty W)
Gislason Beach
Lobdell Point Road Core Development Area
Washington Island Ferry

INSTITUTE of Museum and Library SERVICES

Connecting People to Information and Ideas

August 17, 2012

Ms. Sandy Green
Manager
Jacobsen's Museum
Little Lake Road
Washington Island, WI 54246

Dear Ms. Green:

The Institute of Museum and Library Services was recently contacted by the Office of the Honorable Reid Ribble. Representative Ribble would like to nominate the Jacobsen's Museum for the 2012 National Medal for Museum Service.

The National Medals for Museum and Library Service honor outstanding American museums and libraries that have made extraordinary contributions to their communities. Additional information and nomination forms may be found on our Web site at www.imls.gov or http://www.imls.gov/about/medals.aspx.

In order for your museum to be considered for this award, the formal nomination documents must be completed and submitted to our office. The various components of the nomination package must be postmarked by October 15, 2012.

If you need additional assistance, you may contact me directly at (202) 653-4641, or Katherine Maas at (202) 653-4798.

Sincerely,

Steve Shwartzman
Senior Program Officer

1800 M Street NW •• 9th Floor •• Washington, DC 20036-5802 •• 202-653-IMLS (4657) •• Fax 202-653-4625 •• www.imls.gov